

# GENERELLE FORRETNINGSBETINGELSER / GENERAL TERMS AND CONDITIONS

## DANSK VERSION (GÆLDENDE VERSION)

### 1. Anvendelsesområde

#### 1.1

Disse generelle forretningsbetingelser ("Betingelserne") gælder for alle leverancer fra Eldaroq ApS ("Leverandøren").

#### 1.2

Kundens egne vilkår finder ikke anvendelse, medmindre de er skriftligt accepteret af Leverandøren.

### 2. Ydelser

#### 2.1

Leverandøren leverer IT-konsulent- og rådgivningsydelser.

#### 2.2

Ydelser leveres efter bedste faglige skøn og i overensstemmelse med almindelig branchepraksis.

#### 2.3

Leverandøren garanterer ikke opnåelse af specifikke resultater, medmindre dette er skriftligt aftalt.

#### 2.4

Leverandøren kan som led i leveringen anvende AI-tjenester, sprogmodeller, automatiserede værktøjer og andre tredjepartsteknologier.

Leverandøren garanterer ikke for nøjagtigheden, fuldstændigheden eller egnetheden af output genereret af sådanne systemer. Kunden er ansvarlig for selvstændigt at gennemgå, validere og godkende alle resultater, analyser, anbefalinger, kode, dokumentation og øvrigt materiale, der helt eller delvist er frembragt ved brug af sådanne systemer.

Leverandøren er ikke ansvarlig for fejl, mangler, bias, utilgængelighed, driftsforstyrrelser eller ændringer i tredjeparts AI-tjenester eller andre automatiserede systemer.

### 3. Aftalegrundlag

#### 3.1

En aftale anses for indgået ved kundens accept af tilbud, ordrebekræftelse eller ved påbegyndelse af arbejdet.

#### 3.2

Tilbud er gyldige i 14 dage, medmindre andet fremgår.

### 4. Priser og fakturering

#### 4.1

Ydelser faktureres efter medgået tid, medmindre andet er aftalt.

#### 4.2

Der faktureres pr. påbegyndt time.

#### 4.3

Alle priser er ekskl. moms, afgifter, transport og rejsetid, medmindre andet er skriftligt aftalt.

#### 4.4

Leverandøren er berettiget til løbende at regulere priser med mindst 30 dages skriftligt varsel.

#### 4.5 Tredjepartsydelser, varer og forbrugsomkostninger

Leverandøren er berettiget til at viderefakturere alle nødvendige tredjepartsomkostninger, som med rimelighed afholdes i forbindelse med levering af ydelserne. Dette omfatter blandt andet software, cloud-tjenester, AI-tjenester, licenser, abonnementer, hosting, databehandling, hardware, kommunikationsydelser og øvrige eksterne leverancer.

Medmindre andet er aftalt, kan sådanne omkostninger tillægges et rimeligt administrationsgebyr.

Leverandøren er ikke forpligtet til at forud finansiere eller opretholde tredjepartsydelser på Kundens vegne ved manglende eller forsinket betaling.

## 5. Transport og rejsetid

### 5.1

Tid anvendt til transport i forbindelse med levering af ydelser faktureres som arbejdstid, medmindre andet er skriftligt aftalt.

### 5.2

Transportomkostninger, herunder men ikke begrænset til kørsel i egen bil, offentlig transport, bro- og færgeafgifter, parkering samt øvrige rejseudgifter, faktureres særskilt efter gældende satser eller særskilt aftale.

### 5.3

Ved opgaver uden for Leverandørens normale geografiske arbejdsområde er Leverandøren berettiget til at opkræve yderligere vederlag for transporttid og -omkostninger.

## 6. Betaling

### 6.1

Betalingsfrist er 8 dage fra fakturadato, medmindre andet er aftalt.

### 6.2

Ved forsinket betaling påløber renter i henhold til gældende lovgivning samt eventuelle rykkergebyrer.

### 6.3

Leverandøren er berettiget til at suspendere sine ydelser ved Kundens misligholdelse, herunder manglende betaling.

## 7. Kundens medvirken

### 7.1

Kunden skal rettidigt stille alle nødvendige oplysninger, adgang og ressourcer til rådighed.

### 7.2

Forsinkelser eller mangler fra Kundens side fritager Leverandøren for ansvar og kan medføre meromkostninger.

### 7.3

Ekstraarbejde som følge heraf faktureres særskilt.

#### 7.4

##### Suspension, ventetid og forsinkelser

Ventetid, afbrydelser og forsinkelser, som skyldes Kundens forhold, herunder manglende adgang, manglende beslutninger, forsinkede tilbagemeldinger eller manglende leverancer fra Kunden, faktureres som arbejdstid.

Såfremt et projekt helt eller delvist suspenderes som følge af Kundens forhold i mere end 14 kalenderdage, er Leverandøren berettiget til at fakturere udført arbejde, reservede ressourcer samt dokumenterede omkostninger afholdt i forbindelse med projektet.

#### 7.5

##### Ændringer i opgavens omfang

Arbejde uden for det aftalte omfang, herunder ændringer, udvidelser eller nye krav fra Kunden, betragtes som ekstraarbejde og faktureres efter Leverandørens gældende satser.

Leverandøren er berettiget til at justere pris, tidsplan, leveranceomfang og øvrige vilkår som følge af sådanne ændringer.

#### 7.6

Kunden er til enhver tid ansvarlig for at opretholde tilstrækkelige sikkerhedskopier af data, systemer og konfigurationer. Leverandøren er ikke ansvarlig for tab af data, databeskadigelse, genetablering af data eller følgeskader heraf, medmindre andet udtrykkeligt er aftalt skriftligt.

#### 7.7

Leverandøren garanterer ikke mod cyberangreb, hacking, malware, ransomware, phishing, datalæk eller andre sikkerhedshændelser. Kunden er ansvarlig for egne sikkerhedsforanstaltninger, medmindre andet er særskilt aftalt.

## 8. Immaterielle rettigheder

#### 8.1

Alle immaterielle rettigheder til ydelser og leverancer tilhører Leverandøren, medmindre andet er skriftligt aftalt.

#### 8.2

Kunden opnår alene de rettigheder, som udtrykkeligt er angivet i aftalen.

#### 8.3

##### Open Source Software

Leverandøren er berettiget til at anvende open source-software, tredjepartskomponenter og standardbiblioteker som led i leveringen.

Kunden accepterer de licensvilkår, der måtte gælde for sådanne komponenter.

#### 8.4

Leverandøren må alene anvende Kundens navn, logo eller beskrivelse af samarbejdet efter Kundens forudgående skriftlige samtykke.

## 9. Fortrolighed

#### 9.1

Parterne er forpligtet til at behandle alle fortrolige oplysninger fortroligt.

#### 9.2

Forpligtelsen gælder under aftalen og i 3 år efter dens ophør.

## 10. Persondata

#### 10.1

I det omfang Leverandøren behandler persondata på vegne af Kunden, indgår parterne en databehandleraftale.

#### 10.2

Kunden er dataansvarlig.

#### 10.3

Leverandøren er berettiget til at anvende underleverandører og samarbejdspartnere i forbindelse med levering af ydelserne.

## 11. Ansvar

#### 11.1

Leverandørens ansvar er begrænset til direkte tab.

#### 11.2

Leverandøren er ikke ansvarlig for indirekte tab, herunder driftstab, tabt fortjeneste, omsætningstab, goodwilltab, datatab, produktionstab, tab af forventede besparelser eller andre afledte tab.

#### 11.3

Leverandørens samlede ansvar kan under ingen omstændigheder overstige det laveste af:

a) det samlede vederlag betalt af kunden for den pågældende ydelse i de seneste 12

måneder; eller  
b) DKK 100.000.

#### 11.4

Ansvarsbegrænsningen gælder ikke ved grov uagtsomhed eller forsæt.

#### 11.5

Ethvert krav mod Leverandøren skal fremsættes skriftligt uden ugrundet ophold og senest 12 måneder efter leveringstidspunktet. Herefter bortfalder kravet.

#### 11.6

Kunden kan ikke rejse krav direkte mod Leverandørens ejere, direktører, medarbejdere, konsulenter eller underleverandører.

## 12. Force majeure

#### 12.1

Parterne er ikke ansvarlige for manglende opfyldelse som følge af forhold uden for deres rimelige kontrol.

#### 12.2

Forpligtelser suspenderes i den periode, force majeure består.

#### 12.3

Nedbrud, fejl eller utilgængelighed hos cloudleverandører, hostingudbydere, AI-tjenester, internetudbydere, softwareleverandører eller andre tredjepartsleverandører anses som forhold uden for Leverandørens rimelige kontrol.

## 13. Opsigelse

#### 13.1

Aftaler kan opsiges med 30 dages skriftligt varsel, medmindre andet er aftalt.

#### 13.2

Arbejde udført frem til ophør faktureres.

#### 13.3

Godkendelse af leverancer

En leverance anses for godkendt ved levering, medmindre Kunden inden 10 arbejdsdage skriftligt meddeler væsentlige og konkret beskrevne mangler.

Manglende tilbagemelding inden fristens udløb anses som Kundens endelige godkendelse af leverancen.

#### 13.4

E-mail, elektroniske signaturer og anden elektronisk kommunikation anses som gyldig skriftlig kommunikation mellem parterne.

## 14. Lovvalg og værneting

### 14.1

Aftalen er underlagt dansk ret.

### 14.2

Enhver tvist, som udspringer af eller relaterer sig til aftalen, skal afgøres ved Leverandørens hjemting i Danmark, som første instans. Leverandøren er dog berettiget til at anlægge sag ved Kundens hjemting eller ved anden kompetent domstol, hvis dette er nødvendigt eller hensigtsmæssigt for inddrivelse af krav eller håndhævelse af rettigheder.

## 15. Gyldighed

### 15.1

Disse betingelser udgør det samlede aftalegrundlag mellem parterne.

### 15.2

Kunden erklærer, at ydelserne ikke anvendes i strid med gældende eksportkontrolregler, sanktionslovgivning eller handelsrestriktioner i relevante jurisdiktioner.

## ENGLISH VERSION (FOR CONVENIENCE ONLY)

**In the event of any discrepancy, inconsistency, conflict or ambiguity between the Danish and English versions of these Terms and Conditions, the Danish version shall prevail and be binding upon the parties.**

### 1. Scope

#### 1.1

These General Terms and Conditions ("Terms") apply to all services and deliveries provided by Eldaroq ApS ("Supplier").

#### 1.2

Any terms and conditions of the Customer shall not apply unless expressly accepted by the Supplier in writing.

### 2. Services

#### 2.1

The Supplier provides IT consultancy and advisory services.

#### 2.2

The Services shall be performed with reasonable skill and care and in accordance with generally accepted industry practices.

#### 2.3

The Supplier does not warrant or guarantee the achievement of any specific result unless expressly agreed in writing.

#### 2.4 AI and Automated Systems

The Supplier may, as part of the performance of the Services, use AI services, language models, automated tools and other third-party technologies.

The Supplier does not warrant the accuracy, completeness or suitability of any output generated by such systems. The Customer is solely responsible for independently reviewing, validating and approving all results, analyses, recommendations, code, documentation and other materials generated in whole or in part through the use of such systems.

The Supplier shall not be liable for errors, defects, bias, unavailability, service interruptions or changes affecting third-party AI services or other automated systems.



### 3. Formation of Agreement

#### 3.1

An agreement shall be deemed concluded upon the Customer's acceptance of an offer, order confirmation, or commencement of the Services.

#### 3.2

Offers remain valid for fourteen (14) days unless otherwise stated.

### 4. Fees and Invoicing

#### 4.1

Services shall be invoiced on a time and materials basis unless otherwise agreed.

#### 4.2

Billing shall be made per commenced hour.

#### 4.3

All prices are exclusive of VAT, taxes, transportation costs and travel time unless otherwise agreed in writing.

#### 4.4

The Supplier may adjust its prices upon not less than thirty (30) days' prior written notice.

#### **4.5 Third-Party Services, Goods and Consumption-Based Costs**

The Supplier is entitled to recharge all necessary third-party costs reasonably incurred in connection with the performance of the Services. Such costs may include, without limitation, software, cloud services, AI services, licences, subscriptions, hosting, data processing services, hardware, telecommunications services and other external products or services. Unless otherwise agreed, such costs may be subject to a reasonable administrative fee. The Supplier shall not be obliged to pre-finance, maintain or continue third-party services on behalf of the Customer in the event of delayed or non-payment by the Customer.

### 5. Transportation and Travel Time

#### 5.1

Time spent travelling in connection with the performance of the Services shall be invoiced as working time unless otherwise agreed in writing.

## **5.2**

Transportation costs, including but not limited to mileage, public transportation, bridge and ferry tolls, parking and other travel expenses, shall be invoiced separately at applicable rates or as otherwise agreed.

## **5.3**

For assignments outside the Supplier's normal geographical area of operation, the Supplier shall be entitled to charge additional fees for travel time and travel-related costs.

# **6. Payment**

## **6.1**

Invoices are payable within eight (8) days from the invoice date unless otherwise agreed.

## **6.2**

Late payments shall accrue interest and any reminder fees in accordance with applicable law.

## **6.3**

The Supplier shall be entitled to suspend performance of the Services in the event of the Customer's breach, including non-payment.

# **7. Customer Obligations**

## **7.1**

The Customer shall provide all necessary information, access and resources in a timely manner.

## **7.2**

Delays, omissions or failures attributable to the Customer shall release the Supplier from any related liability and may result in additional charges.

## **7.3**

Any additional work resulting therefrom shall be invoiced separately.

## **7.4 Suspension, Waiting Time and Delays**

Waiting time, interruptions and delays caused by the Customer, including lack of access, missing decisions, delayed feedback or missing deliverables from the Customer, shall be invoiced as working time.

If a project is fully or partially suspended due to circumstances attributable to the Customer for more than fourteen (14) calendar days, the Supplier shall be entitled to invoice for work

performed, reserved resources and documented costs incurred in connection with the project.

### **7.5 Changes to Scope**

Work outside the agreed scope, including modifications, extensions or new requirements requested by the Customer, shall constitute additional work and shall be invoiced at the Supplier's then-current rates.

The Supplier shall be entitled to adjust pricing, timelines, deliverables and other contractual terms as a consequence of such changes.

### **7.6 Backup and Data Protection**

The Customer shall at all times be responsible for maintaining adequate backups of all data, systems and configurations.

The Supplier shall not be liable for loss of data, data corruption, restoration of data or any consequential losses arising therefrom unless otherwise expressly agreed in writing.

### **7.7 Cybersecurity**

The Supplier does not warrant protection against cyberattacks, hacking, malware, ransomware, phishing, data breaches or other security incidents.

The Customer remains responsible for its own security measures unless otherwise expressly agreed.

## **8. Intellectual Property Rights**

### **8.1**

All intellectual property rights relating to the Services and Deliverables shall remain vested in the Supplier unless otherwise agreed in writing.

### **8.2**

The Customer shall acquire only those rights expressly granted under the Agreement.

### **8.3 Open Source Software**

The Supplier may use open-source software, third-party components and standard libraries as part of the delivery.

The Customer accepts and agrees to comply with any applicable licence terms governing such components.

### **8.4**

The Supplier may only use the Customer's name, logo or description of the cooperation with the Customer's prior written consent.

## 9. Confidentiality

### 9.1

Each party shall treat all confidential information received from the other party as confidential.

### 9.2

This obligation shall remain in force during the term of the Agreement and for three (3) years following its termination.

## 10. Data Protection

### 10.1

Where the Supplier processes personal data on behalf of the Customer, the parties shall enter into a separate data processing agreement.

### 10.2

The Customer shall act as the data controller.

### 10.3

The Supplier shall be entitled to engage subcontractors and business partners in connection with the performance of the Services.

## 11. Liability

### 11.1

The Supplier's liability shall be limited to direct losses only.

### 11.2

The Supplier shall not be liable for indirect, consequential or special losses, including but not limited to loss of profit, loss of revenue, loss of goodwill, loss of data, production losses, loss of anticipated savings or other consequential damages.

### 11.3

Under no circumstances shall the Supplier's aggregate liability exceed the lower of:

a) the total fees paid by the Customer for the relevant Services during the preceding twelve (12) months; or

b) DKK 100,000.

#### **11.4**

The limitation of liability shall not apply in cases of gross negligence or wilful misconduct.

#### **11.5**

Any claim against the Supplier must be submitted in writing without undue delay and no later than twelve (12) months after the date of delivery. Claims submitted thereafter shall be permanently barred.

#### **11.6**

The Customer shall not bring any claim directly against the Supplier's shareholders, directors, officers, employees, consultants or subcontractors.

## **12. Force Majeure**

#### **12.1**

Neither party shall be liable for any failure to perform its obligations due to circumstances beyond its reasonable control.

#### **12.2**

The affected obligations shall be suspended for the duration of the force majeure event.

#### **12.3**

Outages, failures or unavailability affecting cloud providers, hosting providers, AI service providers, internet service providers, software vendors or other third-party suppliers shall be deemed circumstances beyond the Supplier's reasonable control.

## **13. Termination**

#### **13.1**

Either party may terminate the Agreement upon thirty (30) days' prior written notice unless otherwise agreed.

#### **13.2**

All work performed up to the effective date of termination shall be invoiced.

#### **13.3 Acceptance of Deliverables**

A Deliverable shall be deemed accepted upon delivery unless the Customer provides written notice of material and specifically identified defects within ten (10) business days.

Failure to provide such notice within the prescribed period shall constitute the Customer's final and irrevocable acceptance of the Deliverable.

#### **13.4**

E-mail, electronic signatures and other forms of electronic communication shall constitute valid written communication between the parties.

## **14. Governing Law and Jurisdiction**

#### **14.1**

The Agreement shall be governed by and construed in accordance with the laws of Denmark.

#### **14.2**

Any dispute arising out of or in connection with the Agreement shall be submitted to the courts having jurisdiction at the Supplier's venue in Denmark as the court of first instance. The Supplier shall, however, be entitled to initiate proceedings before the Customer's venue or any other court of competent jurisdiction where necessary or appropriate for the collection of debts or enforcement of rights.

## **15. Entire Agreement and Compliance**

#### **15.1**

These Terms constitute the entire agreement between the parties regarding the subject matter hereof.

#### **15.2**

The Customer represents and warrants that the Services shall not be used in violation of any applicable export control laws, sanctions regulations or trade restrictions in any relevant jurisdiction.