

TERMS OF BUSINESS



Contractual basis

Unless otherwise agreed in writing, these terms of business apply to all matters not directly referred to in a contractual basis, a contract or a cooperation agreement.

All agreements are concluded according to the applicable "General Conditions for Consulting Services" (ABR 89).

Performance of the assignment

LE34's services are in accordance with the contractual basis that describes the services agreed. The delivery time is stated roughly and is non-binding unless otherwise has been specifically agreed.

Liability

According to ABR 89, LE34 is liable under the ordinary compensation rules of Danish law for errors and omissions in the solution of the assignment. It should be noted that LE34 is only liable for dam-

age occurring in connection with work undertaken by LE34 when it can be established that the damage is due to lack of required professional skills or care. In no event can LE34 be made liable in damages for business interruption, loss of profits or other similar indirect losses. The professional liability of advisers is limited to three times the fee.

LE34 is insured with Landinspektørernes gensidige Erhvervsansvarforsikring LgE (the mutual general liability insurance of the Land Surveyors).

Fees and disbursements

LE34 issues invoices based on time spent and disbursements paid unless otherwise agreed.

Payment

Terms of payment are net 14 days from the invoice date. In the case of delayed payment, interest is calculated according to the provisions of the Danish Interest Act.

Communication

LE34 usually communicates by e-mail. The e-mails are not encrypted. All data transmitted to LE34 by e-mail will be stored electronically.

Ownership in prepared material

Digital data and copies thereof sent on a hard medium (hard-disk, flash memory or CD/DVD), by e-mail or by file sharing (FTP site or the like) belongs fully to LE34 until payment of the invoice for data has been made.

Disputes

Reference is made to ABR89. If it is agreed to resolve a disagreement between the parties to the contract through a survey report, an application to this effect must be made to the Danish Arbitration Board for Building and Construction in Copenhagen.