



# Standard Terms and Conditions

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NaviPartner's standard terms and conditions applicable to all NaviPartner's services unless otherwise agreed upon.

## CONTENT

Quoting.....	3
Prices – In general .....	3
Hour bank .....	3
Settlement .....	3
Billing .....	3
Payment.....	3
Delivery .....	3
Testing and commissioning .....	4
About defined procedures.....	4
Acceptance test .....	4
Price regulation .....	4
Replacement and compensation.....	4
Force Majeure .....	4
Termination.....	4
Operating agreements .....	4
License agreements .....	5
Modifications.....	5
Breach of contract .....	5
Delay .....	5
Supplier breach.....	5
Customer breach.....	5
Repeal.....	5
Ownership of data.....	6
Advisor responsibilities .....	6
Licensing.....	6
Subcontractors.....	6
Rights to software .....	6
Secrecy .....	6
Applicable law and jurisdiction .....	6

## QUOTING

Offers given in accordance with this agreement are valid for 30 days, unless otherwise stated in writing in the offer.

### Prices – In general

Unless specified otherwise all prices are in Danish kroner and incl. all taxes and excl. VAT.  
Unless otherwise agreed upon prices are based on list prices.

### Hour bank

By purchasing a greater number of hours at one time (called an hour bank) customers can obtain a discount on the hourly rate. The discounted amount depends on the number of hours that are bought to be inserted into the hour bank. Hour banks are invoiced in advance and can be used for all NaviPartner's services, that are invoiced by hour. The hours in the hour bank have no expiration date and are non-refundable. The customer can always follow the status of the hour bank on the <https://portal.navipartner.com>.

### Settlement

Settlement of tasks is performed per time bank or invoice and is based on either a fixed price, an estimate or time and material. If nothing else is agreed settlement is based on time and material.

#### Generally

- Participation in project group activities is always invoiced according to time and material.
- Transportation costs are invoiced separately unless otherwise stated in the specification of or order for the delivery.
- Price assumptions can be given and are to be considered as non-binding price indication.

#### Estimates

Estimates are given when there is little uncertainty about the contents of a delivery. Estimates express the rate plus / minus 25%. Estimates are based on assumptions about the delivery. If the assumptions prove not to be true, the estimate (and therefore the price) will be adjusted up or down depending on the nature of the assumptions.

#### Invoicing based on time and material

Invoicing based on time and material is used when there is great uncertainty about delivery contents and scope, and/or when it will be more costly to produce

specifications as a basis for an estimate compared to the expected magnitude of the task.

#### Fixed price

Fixed price is used when the delivery is very well defined and Commercial-Off-the-Shelf (COTS). Fixed price means that the price is fixed for the delivery in question. COTS i.e., NP Hardware, licenses of NP Software as well as NP services such as hosting, hotline and installation of software and hardware are usually offered at a fixed price. A fixed price of non-COTS components normally requires a very detailed analysis and specification paid by the customer.

## BILLING

### Payment

The customer is required to pay in accordance with the payment plans agreed for each delivery, provided that NaviPartner by the invoice date has accomplished what NaviPartner according to the schedule for the delivery should have done at this time.

For each delivery and its components, the typical payment plan is as follows:

- Licenses are due by conclusion of the agreement on delivery of the license software.
- Hour banks for implementation assistance and development are due at the time of agreement on sub-projects.
- Fixed price amounts for adjustment of COTS software / development are due at the time of agreement on the sub-projects.
- Hardware and installation of it is due upon delivery.
- Remuneration for service and support, and ongoing licensing costs are invoiced three months in advance. The first invoice is sent in the end of the month the solutions is delivered.

Payment terms are 14 days net.

## DELIVERY

NaviPartner must provide services in accordance with the agreed upon delivery schedules and to the agreed upon addresses.

A delivery is considered to have taken place when one of the following occurs:

- Customer launches the system
- Customer approves of an acceptance test

## TESTING AND COMMISSIONING

When NaviPartner delivers a solution or commissions a piece of developmental work it is always the customer's responsibility to test and approve of the work. The customer has 30 days to test and report any system errors. NaviPartner will correct these without unnecessary stay. Mistakes and errors reported to NaviPartner later than 30 days after commissioning are corrected and invoiced at an hourly rate.

### About defined procedures

NaviPartner's products' functionality are in most cases described in a data sheet, which is available on [navipartner.com](http://navipartner.com). By the customer's accept of a product delivery, it is implied that the product data sheet requirement specifications for the delivered functionality, unless otherwise clearly indicated on the customer quotation / order confirmation, is accepted too.

### Acceptance test

An invoiced testing of the system can take place as a regular acceptance test. The specific details of the content of the elements to be tested at the acceptance test are determined by the customer and the supplier in relation to the specification of the actual delivery. If a specified acceptance test is wanted the specification is invoiced by time and material.

- If the tested elements are accepted, the customer signs the delivery is final.
- If the customer accepts the test results with observed deficiencies, these are to be entered in a list of defects, that NaviPartner corrects without unnecessary stay. After that the customer must accept the corrections and the delivery is then final.
- If the acceptance test is not approved, NaviPartner and the customer are obliged to correct the errors preventing the acceptance as soon as possible and without unnecessary stay.

## PRICE REGULATION

Prices are subject to change. All NaviPartner's prices of goods and services will be adjusted annually on January first. Products and services that completely or partly consist of third-party products or services can be regulated without notice.

### Replacement and compensation

The parties are liable for the Danish law. The parties cannot be held liable for loss of profit or other indirect losses, including loss of data.

NaviPartner is in no case, no matter the circumstances, responsible for the loss of anticipated profits, loss of data, damage to records or data or any other form of indirect specifically documented accidental or consequential damages arising in connection with or related to the customer's use of the product.

In all cases, NaviPartner's total liability for loss or damage arising in connection with or in connection with the delivery under this agreement is limited to the amount the customer has paid for the operational services for the last 12 months prior to sending a possibly justified complaint.

## FORCE MAJEURE

Neither of the parties are liable to the other party's relationship when at the onset of the agreement they couldn't have anticipated or should have avoided or overcome this new situation including strike and / or lockout (force majeure).

In case of force majeure preventing NaviPartner's performance of the work – this releases the parties from liability to the extent and as long as the force majeure situation is present. No payment for the period of the force majeure situation will take place.

The party wishing to claim force majeure is to notify the other party in writing as soon as the force majeure is established, and by this message inform the force majeure's anticipated scope and duration.

If NaviPartner is in a force majeure situation, which prevents NaviPartner's work performance, the customer is entitled to terminate the agreement if the force majeure situation lasts for more than 20 calendar days.

## TERMINATION

Regardless of the cause of termination NaviPartner, within reasonable limits without payment assists, the customer's activities, which are necessary to enable the customer to continue to use the system.

### Operating agreements

The following applies to cancellation/termination of operation agreements:

- Agreements regarding Microsoft license can be terminated with a twelve months' notice.

- Agreements regarding NaviPartner licenses and services can be terminated with a six months' notice.
- Termination is done in writing with notice to the first of a month, unless otherwise agreed upon in writing. Within a 6-month period the volume of an operating agreement can be reduced with a maximum of 25%. Termination is correctly announced by writing to [retail@navipartner.dk](mailto:retail@navipartner.dk).
- In the termination period, NaviPartner provides operational services as agreed upon, as the customer likewise pays remuneration for this service in accordance with the agreements. The parties are not entitled to compensation upon termination.

Upon termination of hosting agreements, the customer's data will be deleted from NaviPartner's servers on a specific time agreed by the customer and NaviPartner.

#### License agreements

Regarding further details about cancellation/termination of license agreements please refer to "NaviPartner's License Agreement" valid for NaviPartner Software.

#### MODIFICATIONS

Additions or changes to the contract can only be made by written agreement between the parties. Changes or additions must be sequentially numbered, signed by both parties and attached to the agreement.

#### BREACH OF CONTRACT

##### Delay

If circumstances believed to delay the scheduled delivery in whole or partially, it is NaviPartner's responsibility to immediately provide the customer information about the delay in writing, along with the cause / causes for the delay and stating when delivery is expected to take place. It is further the responsibility of the supplier to avert or minimize the consequences of the delay as best as possible and - upon request - inform the customer about what has been done to remedy the delay. Similarly, the customer is to give NaviPartner notice if the customer fails to comply with the schedule.

##### Supplier breach

The following specific conditions without being considered as an exhaustive list are always considered a substantial breach:

- If one or more defects block all or parts of the delivery resulting in a significantly impaired or not applicable solution.
- If a non-significant deficiency is not remedied within a maximum of 30 days from NaviPartner being made aware and given knowledge about this non-essential deficiency.
- If NaviPartner ceases its business in the field that the agreement relates to.
- NaviPartner's liquidation, bankruptcy, insolvency or other lack of available economic capacity.

#### Customer breach

If the customer makes a substantial breach of his/her obligations according to this agreement, NaviPartner is entitled to terminate the relevant agreements relating to the specific acquisitions violated. A substantial breach includes the lack of and neglect to mobilize relevant information/data/decisions within a time limit of no more than 15 days for NaviPartner to provide the services.

In case of delayed payment NaviPartner is entitled to charge interest according to the Interest Act.

NaviPartner ApS is entitled, without prior notice, to interrupt the customer's services and terminate the agreement if:

- The customer does not pay the due subscription and consumption tax or other remuneration after receiving a reminder letter stating the final payment deadline and notification of closure in case of continued non-payment.
- The customer stops his payments, initiates chord negotiations or is declared bankrupt, enters liquidation or otherwise appears insolvent or, in a similar manner, is not supposed to be able to comply with his obligations.
- The service is otherwise used in a way that violates legislation, the supplier's or third party's right or interferes with other operations.

In the cases mentioned above, cancellation will only take place after the customer has given a warning to remedy the situation and this has been without result.

#### REPEAL

Both parties have the right to terminate the agreement in the event of the other party's substantial breach. Furthermore, the customer may cancel the agreement, if NaviPartner goes bankrupt, suspends payments, opens negotiations about compromise or NaviPartner's wealth

further proves to be the case that the supplier is deemed not to be able to deliver the agreed upon performance of tasks. It is vital for termination, no matter the circumstances, that the party wishing to terminate the agreement prior to termination has notified the other party in writing. This written notification needs to include a description of the reason why a cancellation is necessary to the other party, who then has a time limit of seven calendar days to remedy the reason to cancellation.

### **OWNERSHIP OF DATA**

The customer has ownership of his data at any time in the latest stored form. Regardless of the dispute that may arise between the parties, NaviPartner ApS is not entitled to withhold the customer's data, but must at all times, at the customer's expense, at the customer's request and without undue delay, make the customer's aggregate data available on a transportable medium in unedited form.

### **ADVISOR RESPONSIBILITIES**

NaviPartner makes licensed software available to the customer in accordance with applicable software licensing terms. NaviPartner's system setup as well as advice on this should be considered as guidance and not necessary in terms of legislation and/or system considerations. NaviPartner cannot be held liable for incorrect system setup and the consequences of these. Thus, it is the customer's responsibility to approve and test system settings and to seek advice from their own advisor in situations of doubt.

### **LICENSING**

In connection to the acceptance of the standard terms and conditions NaviPartner's license agreement is accepted to. If third-party products are used the license agreements for these are accepted too.

### **SUBCONTRACTORS**

NaviPartner is responsible for the services provided by subcontractors just as services provided by NaviPartner in accordance with this contract.

Microsoft, delivering Microsoft Dynamics 365 Business Central hosting in Azure, is not a subcontractor to NaviPartner.

### **RIGHTS TO SOFTWARE**

The customer acquires the right to use and only the use with regards to the software provided under this

agreement. If the update subscription for this software is ordered and paid for by the customer, the customer is entitled to any later amendments here too. The specifications of the rights of use of the software are described in "NaviPartner License Agreement".

For software components that are covered by Open-Source licenses, the customer will acquire the rights to these according to the relevant Open-Source license. This applies whether or not the license covers beyond what is necessary for operation and security. NaviPartner warrants that the delivered software does not infringe rights of third parties and indemnify the customer against any claims in this regard.

### **SECRECY**

The parties must observe absolute confidentiality with regards to information concerning the other party or others of which they become aware of in the performance of this agreement. NaviPartner requires all subcontractors and others that assist NaviPartner with the corresponding obligation. NaviPartner may, by special agreement in writing, state the customer as a customer on the NaviPartner's reference list.

### **APPLICABLE LAW AND JURISDICTION**

Any dispute arising in connection with the performance of this contract is to initially be settled amicably between the parties.

The agreement is subject to Danish law, and unless otherwise stated, the Danish law is applicable in the relationship between the parties.

The Parties are to seek to resolve disputes about their agreement by means of interpretation or filling in gaps by way of negotiation.

If the conflict isn't solved within a time frame of 14 days after a request for negotiation has been submitted in writing, the dispute may be brought before the District Court in Copenhagen.