

# Terms and Conditions



## **Application**

The conditions apply to all services provided by Alttox Ltd. The conditions below apply to the extent they do not deviate from a written agreement between the orderer (hereinafter referred to as the customer) and Alttox Ltd.

## **Confidentiality, Professional Secrecy and Access to Information**

Alttox Ltd. shall treat as confidential all information which is marked as confidential in writing when accepting the assignment. A special confidentiality agreement can be drawn up upon the customer's request.

The following information is exempt from the confidentiality obligation:

- a) Information for which it can be demonstrated that it was publicly available at the transfer date, or
- b) Information that has subsequently become available to the general public, or
- c) Information that has been forwarded to Alttox Ltd. by third parties, which have lawful right to make the information available and are not subject to any duty of confidentiality.

Alttox Ltd. undertakes to treat as confidential the results of all conducted assignments. This means that third parties, including authorities, may only be granted access to the results if expressly requested by the customer, or if this is necessary to complete the assignment.

When Alttox Ltd. undertakes to perform an assignment, which involves the assessment of a service provided by a third party, if necessary, the customer shall declare in writing that Alttox Ltd. can contact third parties on behalf of the customer in order to seek information to use for the purposes of completing the assignment.

Alttox Ltd. undertakes not to disclose to third parties any insights, obtained through working together with customers and other partners, in connection with any business methods, strategies, finances and any other relations of confidential nature. In the same manner, Alttox Ltd.'s customers and partners may not reveal to third parties any insights they have gained into Alttox Ltd.'s business methods, prices, finances and any relations of confidential nature. This duty of confidentiality applies for an unlimited period of time, including after a possible termination of the cooperation.

## **Liability**

Unless otherwise stated, Alttox Ltd.'s consulting services are based on the current laws which the assignment work is subject to and Alttox Ltd. does not provide any guarantees as regards future law amendments which were not and could not have been known at the time of the assignment completion.

According to the general rules relating to damages in Danish law, Alttox Ltd. shall be liable to the customer for faults and negligence in the assignment work, however within the limitations specified below.

Alttox Ltd. shall only be liable for direct damages caused to the customer and shall not be held liable for operating losses, loss of profit or any other indirect damages.

Furthermore, Alttox Ltd. shall not be liable for any increased expenses the customer has to suffer in connection with a delay in the execution of an assignment for the customer.

If the assignment work includes or consists of statements or assessments based on estimations made by Alttox Ltd., Alttox Ltd. shall be exempt from liability, regardless of whether it can be documented later that these estimations contain errors.

Alttox Ltd.'s professional liability, including product liability, is covered by an insurance sum amounting up to DKK 3 millions.

Alttox Ltd. may not be held liable for damages for which a claim has not been made in writing within one year after

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Alttox Ltd.' delivery of the service or product that is the subject of the claim. The customer shall inform Alttox Ltd. in writing as soon as the customer discovers the presence of liability for damages for Alttox Ltd.

Regardless of the abovementioned 1-year period, Alttox Ltd. shall be exempt from liability for damages which could not have been foreseen using the knowledge and technology available at the time of the completion of the service or product delivery.

If there is one or more parties besides Alttox Ltd. liable to the customer, Alttox Ltd.' shall cover as big a share of the damages incurred as the share of the total liability for which Alttox Ltd. is accountable.

Alttox Ltd. disclaims any liability for damages that have occurred in connection with the use of a service provided by Alttox Ltd. if this use is beyond the framework which one can expect on the basis of the assignment or the purpose described.

Samples and the like provided at the disposal of Alttox Ltd. in connection with the execution of the consulting assignment shall not be returned unless agreed otherwise.

Alttox Ltd. shall not be held liable for faults of other consultants to which Alttox Ltd. has referred the customer, just as Alttox Ltd. shall not be held liable for faults of subcontractors to which Alttox Ltd. has transferred part of the assignment as agreed with the customer.

### **Rights**

Alttox Ltd. shall hold the copyright for materials produced by Alttox Ltd., whether Alttox Ltd. charts (marked with ©), miscellaneous spread sheets, presentation materials for use during courses etc. The customer shall have the right to use the material to the extent granted as well as in connection with the customer's usual activities.

Knowhow, which Alttox Ltd. develops and generates in connection with the assignment, can be freely used by Alttox Ltd. after the completion of the assignment.

Intellectual property rights (for example, the right to be prequalified by authorities for subsequent assignments), which are created at Alttox Ltd. while working on the assignment, shall belong to Alttox Ltd., unless otherwise agreed in writing.

Alttox Ltd. may use the customer's name and the delivered assignment together with a brief description of the project as reference in the company's marketing materials.

### **Delivery and Archiving**

Upon the receipt of an order/assignment, the customer shall specify an address for receipt of results as well as a billing address. As a rule, results shall be delivered in electronic form but can be delivered as letters as per agreement. All written consulting and related appendices shall be archived at Alttox Ltd. for a period of five years. However, a longer archiving period can be arranged for each separate case.

### **Data protection**

Customer data is kept and processed in accordance with the EU General Data Protection Regulation (GDPR). Customer personal data includes Company name, Company address and telephone number, as well as name, company email address and company phone number of the Customers Contact Person(s).

These data are kept securely in our mail system and in our closed Customer archive.

Customer data is used to contact the Customer in connection with tasks performed for the Customer, and in order to send Alttox Newsletter (Nyt fra Alttox) free of charge and information about our courses/seminars.

The Customer can easily at any time withdraw his consent by request directly in the newsletter emails or by other means.

Lists of participants at courses and seminars with company name and name of participant may be distributed at the event

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and to external speakers, if any.

If pictures of events are being taken and made public via social medias, the participants will be prior informed and have the possibility to reject photography.

The Customer's product data is also protected by signed Confidentiality Agreement as well as Alttox's internal procedure for handling Confidential Information.

### **Publication of Delivered Materials**

Reports prepared by Alttox Ltd. may only be published in their entirety. The customer shall inform Alttox Ltd. in advance when making public the materials generated. Alttox Ltd.' name shall be included in case of public reproduction of the materials generated, and the intellectual ownership rights pursuant to 3 shall be also respected.

If the parties agree to do so, and if confirmed in writing, the parties may use the partnership when providing references to third parties, for example, by placing links on each other's websites or links in the marketing materials.

The customer may not mention or refer to Alttox Ltd. or Alttox Ltd.' employees in advertising or marketing materials unless Alttox Ltd.' written approval has been obtained in writing for each separate case.

Any distributed course/teaching materials or any other materials, such as legal materials and news, may not be reproduced without Alttox Ltd.' prior approval.

### **Price and Payment Conditions**

Offers normally apply for a period of 3 months after being sent.

Invoices fall due 14 days from the invoice date unless agreed otherwise in writing. If a payment is not made on time, a default interest of 1.5% per month is charged. All prices are exclusive of VAT and all prices of fixed services and consecutive agreements will be adjusted after sending a new price list in advance.

Bank fees charged for use of transit bank(s) shall be paid by the customer.

The price of the assignment is based on a fixed price agreed upon in advance or an hourly rate exclusive of VAT. In the latter case, the price is contingent upon the time worked to complete the assignment. An instalment might be required in case of long-term assignments and if so, this will be stated in the agreement. Furthermore, after being notified, the customer will be invoiced for any additional expenses which Alttox Ltd. has defrayed upon request by the customer in connection with the execution of the assignment.

Due to administration costs the minimum charge per invoice is half an hour.

Transport costs are not included in the hourly rate but will be settled separately in accordance with the current state tariffs. A 30-minute drive from Alttox' office is normally free of charge.

The customer shall cover any agreed commissioned work performed by third parties. For example, such work may include laboratory analysis or regulatory registration fees.

The customer shall pay for Alttox Ltd.' work regardless of whether the expected result is achieved.

### **Right of Cancellation – Amendment and Termination of Agreement**

Amendments to existing agreements or amendments to the scope of the assignment shall always be agreed upon with Alttox Ltd. in writing and the price and time estimates for the delivery of the assignment shall be re-evaluated.

If the customer requires that the work shall be stopped, postponed or amended, the already executed work shall be settled according to Alttox Ltd.' standard hourly rates. The customer shall reimburse Alttox Ltd. for any fees Alttox Ltd. has paid while working on the assignment, be the fees to third parties, especially equipment and analyses etc. – regardless of the cancellation or postponement.

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As regards termination of consultancy agreements, including update arrangements or subscriptions for law monitoring, the agreements can be terminated by a 3 months' notice before the commencement of a new 12 months' cycle unless other conditions apply pursuant to the respective agreement between Alttox Ltd. and the customer.

If course participation is cancelled more than 2 months prior to the course start, 100% of the participation fee will be reimbursed. In case of a cancellation less than 2 weeks prior to start, 25% of the course fee must be paid and in case of a cancellation less than 2 work days prior to start – 100% of the course fee has to be paid. However, the customer is always welcome to send another employee in place of the one registered without extra charge.

Cancellations shall be made in writing in order to be covered by the provisions above. In case of non-attendance, 100% of the set/agreed participation fee for the person(s) not attending shall be paid.

Registration for the annual project day is always binding but the customer is welcome to send another employee in place of the person registered.

Both parties can terminate all entered agreements by a written notice if the other party:

1. substantially or continuously breaches the agreements and fails to resolve this within a period of 14 days following a written request from the other party;
2. becomes insolvent or incapable of paying its debts when due.

### **Force Majeure**

Alttox Ltd. shall not be liable for any delays, including of deliveries or services, which are due to circumstances beyond the company's reasonable control and shall be entitled to an extension of the deadline to fulfil the delivery as agreed. The circumstances can include, for example, strike, problems with suppliers, regulatory measures, transport, IT infrastructure or production, as well as natural calamities and war.

If the situation continues or is likely to continue more than 30 days, each of the parties can terminate the agreement by a notice of at least 10 days.

In such cases Alttox Ltd. shall be entitled to remuneration for the work done plus other agreed fees until the date on which the force majeure is invoked. In this case, when the remuneration is paid, the results of the work done shall be surrendered/delivered to the customer.

### **Dispute Settlement**

Each dispute that may arise from this agreement and cannot be resolved by amicable means shall be settled in accordance with Danish law and shall be submitted for arbitration in the municipality in which Alttox Ltd. is registered.

### **Subcontractors**

Alttox Ltd. shall have the right to fully or partially contract third parties to complete assignments on behalf of Alttox Ltd. Such use of subcontractors, however, does not amend the liabilities and obligations described in the current document.

The terms and conditions enter into force on 1 January 2019.