

General Terms and Conditions

Human House A/S

171221

1.0 Scope

- 1.1 The general terms and conditions apply to all services delivered by Human House A/S (hereinafter referred to as HH), including advisory & consulting projects, training, measurements and analyses.
The general terms and conditions apply unless otherwise agreed in writing between HH and the client.

2.0 Rights

- 2.1 The client is entitled to use the written material developed during the assignment within the client's own business. HH has and keeps the intellectual property rights to the material.
- 2.2 Knowhow acquired by HH during the assignment can be freely used by HH after the assignment is completed.

3.0 Confidentiality

- 3.1 HH shall treat all clients' business information acquired during the assignment as confidential. Furthermore, obligation of professional secrecy apply to the employees of are by law. In case of processing of personal data the data processing agreement on www.humanhouse.com/gdpr applies.
- 3.2 HH is entitled to share any information with public authorities, if required by law.
- 3.3 If the agreed assignment includes an evaluation of a third party service, product or similar, the client accepts that HH may contact the third party and other relevant authority to seek information necessary to solve the assignment.

4.0 Publication

- 4.1 Reports and results from HH can only be published in their full length.
- 4.2 The client shall not mention or refer to HH or its employees for marketing purposes without prior written consent from HH.
- 4.3 The client shall not publish or share training materials etc. delivered by HH.

5.0 Proposals

- 5.1 All proposals expire 14 days after the submission date, unless otherwise stated in the proposal text.

6.0 Prices

- 6.1 All prices are exclusive of Danish VAT.
- 6.2 Evening/night/weekend supplement: 50% is added to the hourly rates for work done between 6pm and 10pm on weekdays, and correspondingly 100% is added between 10pm and 7am on weekdays and for work on weekends and on public holidays.
- 6.3 Prices are subject to a yearly price adjustment as per 1st of January
- 6.4 The proposed prices are subject to change, if the client or a third party acting for the client does not fulfil the obligations stipulated in the agreement, including but not limited to changes to assignment scope.

7.0 Authorization and accreditation

- 7.1 HH is authorized by the Danish Working Environment Authority to deliver authorized advisory and consulting services within all competence areas.
- 7.2 Unless otherwise agreed, HH only uses accredited laboratories to perform analyses.

8.0 Payment

- 8.1 The client shall pay for the services delivered irrespective of whether the expected results are achieved.
- 8.2 The customer may cancel or postpone an assignment 2 to 6 weeks before planned assignment start date by paying 50% of the full scope assignment price. Hereafter the customer has to pay the full price.
- 8.3 Unless otherwise agreed, the assignment is delivered on a time and material basis. The client pays for all delivered hours and all necessary and related costs incurred to deliver the assignment, including but not limited to planning, preparation, travel, client interaction, quality assurance, writing, reporting and journalisation.
- 8.4 Time and material based assignments are invoiced monthly.
- 8.5 If the assignment is delivered as a fixed price project, 50% of the price is paid upon agreement acceptance, and 50% at assignment completion. If the fixed price exceeds 100.000 DKK, the payment is divided into equally sized monthly payments based on the expected assignment duration. First payment is due upon assignment acceptance and the last at assignment completion.
- 8.6 All amounts are payable 14 days from the invoice date.
- 8.7 HH reserves the right to charge interest and add a charge for administrative costs on late payments in accordance with Danish legislation.
- 8.8 The client is liable for the invoicing of a third party. Any disagreements between the client and his third party shall not the responsibility of HH.
- 8.9 Offsetting against amounts due to HH is not allowed.

9.0 Liability

- 9.1 HH is liable for errors and omissions according to Danish law, but the liability is limited according to paragraphs 9.2-9.4 below.
- 9.2 HH is only liable for direct damages. HH is not liable for any consequential damages like loss of profit or revenue, or any other indirect damage.
- 9.3 HH is not responsible for any delays in the delivery of the assignment.
- 9.4 The liability of HH is limited to the agreed assignment fee. If the assignment is delivered as a time and material project without an estimated time consumption, the liability cannot exceed 100.000 DKK.
- 9.5 HH holds a valid professional liability insurance, currently with the insurance company Tryg A/S, with a maximum compensation level of 5.000.000 DKK.

10.0 Subcontractors

- 10.1 HH is entitled to use subcontractors for the delivery of the services for which HH will be responsible.

11.0 Disputes and coverage

- 11.1 This contract is subject to Danish law. Any dispute or claim arising from the present agreement, which the parties have not been able to resolve amicably, shall be settled by a court with jurisdiction at the HH's domicile, unless otherwise agreed by HH.