

1 General terms and conditions

These standard terms and conditions comprise an integrated part of the agreement concluded between **the Customer** and **Medico Support A/S** (hereinafter referred to collectively as the “business agreement”).

These provisions shall apply unless otherwise expressly stated in the business agreement.

Unless otherwise agreed in the business agreement or arising from the circumstances of the task, all tasks shall be performed for the Customer on Medico Support A/S’ premises.

To the extent necessary, Medico Support A/S is entitled to commission subcontractors to perform work. Medico Support A/S is liable for subcontractors to the same extent as for the services provided by Medico Support A/S itself.

2 Payment and expenses

Unless another price is agreed in the business agreement, the payment shall be set in accordance with Medico Support A/S’ then-current price list. All prices are listed in DKK and exclusive of VAT.

Payment covers the expenses associated with the work, such as direct and indirect wages, insurance, work clothes, materials, supervision, inspection and administration costs – unless otherwise specified in the agreement.

Transport and travel expenses shall be reimbursed as agreed between the parties.

Payment does not cover transport of the Customer’s equipment to and from Medico Support A/S’ facilities.

Payment for any extra work shall also follow Medico Support A/S’ then-current price list, unless otherwise agreed.

3 Working environment and safety rules

Unless otherwise agreed, the Customer is responsible for ensuring that the working environment in which Medico Support A/S performs its work is in accordance with the then-current rules and regulations, though not if the work is performed at Medico Support A/S’ laboratory or facilities.

If the work is to be performed on the Customer's premises or at locations which are not Medico Support A/S' own laboratories or facilities, the Customer must provide facilities at no charge for the storage of machines, tools, materials and welfare facilities for the Medico Support A/S staff working for the Customer, in accordance with the then-current statutory provisions.

Medico Support A/S staff are obliged to comply with the rules on order and safety that apply on the Customer's premises and which the Customer provides in connection with the signing of this business agreement. The Customer must inform Medico Support A/S in writing of any changes to the rules on order and safety.

To the extent that, for fulfilment of the business agreement, it is necessary for Medico Support A/S to have access to the Customer's facilities outside of normal working hours, the Customer is required to give Medico Support A/S staff access to these facilities.

4 Changes

Changes to the agreed services in the business agreement can be agreed at any time between the parties. It is a condition that the parties also make an agreement on any resulting changes to price and time, as well as any changes made necessary by the changes to the agreed services.

All changes to the business agreement must be in writing and signed by both parties.

5 Payment

Payment and any extra work shall be paid monthly in arrears. The terms of payment for invoiced charges are the current month plus 30 days.

If payment is not made within this period, Medico Support A/S shall be entitled to interest from the payment due date and until payment is made, at the then-current interest rate set in the Danish Interest Act.

Medico Support A/S is entitled to withhold the Customer's equipment until overdue payment for work performed is provided.

6 Adjustment of payment

Medico Support A/S is entitled, once annually in January, to adjust the agreed prices in accordance with developments in the Net Price Index published by Statistics Denmark.

7 Medico Support A/S' liability

Medico Support A/S is liable in accordance with the standard rules of Danish law, though not in excess of that stipulated by sections 7.1 and 7.2 of this business agreement.

Medico Support A/S is not liable for operating losses, loss of profits or other indirect losses and consequential losses.

Furthermore, Medico Support A/S' total liability in any respect is limited to an amount equal to Medico Support A/S' insurance coverage, which shall provide coverage of at least DKK 100,000.

7.1 Limitation of liability for delay

Medico Support A/S is not liable for delays caused by circumstances beyond the control of Medico Support A/S, including, but not limited to, force majeure situations.

Medico Support A/S is also not liable for delays caused by the Customer not giving Medico Support A/S' staff access to the Customer's facilities outside of normal working hours, if Medico Support A/S has informed the Customer in writing that such access has been necessary for performing the task before an agreed deadline.

7.2 Limitation of liability for transport of equipment

Unless otherwise agreed, the Customer must provide for transport of equipment, etc. to and from Medico Support A/S.

The Customer is responsible for securing insurance coverage in connection with transport of the Customer's equipment and, unless Medico Support A/S provides transport of the Customer's equipment, Medico Support A/S is not liable for damage caused to equipment in connection with transport to and from Medico Support A/S.

8 Claims

Claims must be made in writing to Medico Support A/S and no later than 30 days after the performance of a task by Medico Support A/S for the Customer, after which time the Customer's right to make claims shall lapse.

Medico Support A/S is obliged to remedy all deficiencies attributable to Medico Support A/S. Medico Support A/S shall bear the costs of such remediation.

In connection with claims, Medico Support A/S shall record an internal deviation and it will be agreed with the Customer how any deficiencies shall be remedied. In the event that corrective actions have not been initiated within 10 working days, the Customer may contact another supplier or invoke section 10 of this business agreement.

9 Termination

Unless otherwise agreed, the business agreement can be terminated as of the end of a month by either party with 3 months' written notice.

If the business agreement is limited to a specific period of time, the business agreement is irrevocable unless otherwise agreed.

10 Immediate termination

Either party is entitled to terminate the business agreement with immediate effect if the other party significantly neglects to observe the provisions of the business agreement and has not remedied such breach within 10 days after a written request to do so has been sent.

In the event of a party's bankruptcy, liquidation or suspension of payments, the agreement may be terminated immediately.

Medico Support A/S is entitled to bill all services delivered to the Customer until the time of termination.

11 Renewal of agreement

If the business agreement is limited to a specific period of time, the parties must, no later than 90 days before the expiry of the agreement, commence negotiations on a potential extension of the agreement.

12 Contacts

Each party must appoint a responsible contact person to fulfil and coordinate the parties' respective tasks and obligations under this business agreement.

13 Duty of notice and duty of confidentiality

Notifications regarding matters of importance to the business relationship between the Customer and Medico Support A/S, including claims of any kind, must be provided immediately to the other party.

The parties, including the parties' staff, have a mutual duty of confidentiality regarding each other's commercial matters. The duty of confidentiality applies for 5 years after termination of the business agreement.

14 Disclosure and reference

Any use of Medico Support A/S' name, logo, products or other materials for which the copyright and/or ownership belong to Medico Support A/S can only take place after securing the permission of Medico Support A/S.

Unless otherwise agreed, Medico Support A/S is entitled to use the Customer as a reference for marketing purposes.

15 Applicable law and arbitration

This business agreement is subject to Danish law. An attempt shall be made to amicably resolve any disputes arising in connection with this business agreement, if necessary with the participation of the companies' respective management.

If disputes arising in connection with this agreement cannot be resolved through negotiation between the parties, disputes shall be resolved by Copenhagen District Court, which the parties have agreed as the venue.