

Business Terms and Conditions

Application

The terms apply to all services provided by Mediator A/S. The following conditions apply to the extent that they are not deviated from by written agreement between the customer and Mediator.

Subcontractors

Mediator is entitled to have tasks performed in whole or in part by others on behalf of Mediator. Such use of subcontractors does not change the liability described in these terms.

Confidentiality, Secrecy, and Access to Information

Mediator undertakes to treat all information that is clearly marked as confidential at the time of receipt or otherwise indicated to be treated as confidential, as confidential. At the customer's request, a separate confidentiality agreement can be drawn up.

Exceptions to the confidentiality obligation apply to information:

- that was demonstrably already publicly available at the time of transfer, or
- that subsequently became publicly available, or
- that was subsequently provided to Mediator by a third party who has the legal right to disclose the information and is not under any confidentiality obligation.

Mediator undertakes to treat the results of completed tasks as confidential. This means that third parties, including authorities, can only access the results if the customer expressly wishes this or if it is necessary as part of the task solution.

When Mediator undertakes a task involving the assessment of a service provided by a third party, the customer must, if necessary, indicate in writing that Mediator can contact the third party on behalf of the customer to seek information for the task solution.

Mediator undertakes to keep confidential the insights gained into the business methods, strategies, finances, and other confidential matters of customers and other partners. Similarly, Mediator's customers and partners must not disclose insights into Mediator's business methods, prices, finances, and other confidential matters to third parties. This obligation of confidentiality applies indefinitely and after the possible termination of the cooperation.

Liability

Mediator's advice is, unless otherwise agreed, based on the legislation applicable at the time of the task solution, and Mediator does not guarantee compliance with future legislative changes that were not or could not be expected to be known at the time of the task solution.

Mediator is liable to the customer for errors and omissions in the task solution according to the general Danish liability rules, but with the limitations described below. Mediator is only liable for direct losses incurred by the customer and is not liable for operational losses, time losses, profit losses, or other indirect losses.

Mediator is also not liable for the customer's possible increased expenses in connection with a delay in the execution of a task for the customer.

If the task solution includes statements or assessments based on Mediator's judgment, Mediator remains free of liability, even if it can later be documented that there are errors in these judgments.

Mediator's professional liability, including product liability, is covered by professional liability insurance with a coverage amount of up to DKK 10 million.

The liability for consultation in connection with an individual task is limited to 10 times the fee for the task in question but is capped at DKK 500,000.

Mediator cannot be held liable for damages not claimed in writing within 1 year after Mediator's delivery of the service or product on which the liability is based. The customer is obliged to notify Mediator in writing as soon as he becomes aware of the presence of possible liability for Mediator. Regardless of the mentioned 1-year period, Mediator is not liable for damages that could not be foreseen with the knowledge and technology available at the time of service or product completion. If there are one or more parties liable to the customer in addition to Mediator, Mediator is only liable for the part of the damage corresponding to the part of the total fault exhibited by Mediator.

Mediator is not liable for damages occurring in connection with the use of a service provided by Mediator if the use is outside the scope that can be expected based on the task or the described purpose. Samples, etc., provided to Mediator in connection with the execution of the advice are not returned unless otherwise agreed.

Mediator is not liable for errors made by other advisors to whom Mediator has referred the customer, nor is Mediator liable for errors made by subcontractors to whom Mediator has entrusted parts of the task solution with the customer's agreement.

Rights

Mediator holds all intellectual property rights to the material prepared by Mediator, including but not limited to copyrights, trademark rights, know-how, patent rights, as these may be embodied in reports, safety data sheets, approvals, etc. The customer obtains a (non-) exclusive license to use the material to the extent assumed and in connection with the customer's usual business. Intellectual property rights (e.g., the right to prequalification with authorities for subsequent tasks) created by Mediator in connection with the solution of a task belong to Mediator unless otherwise agreed in writing.

Know-how and other technical knowledge developed and generated by Mediator in connection with cooperation with the customer or as part of the agreement can be freely used by Mediator after the task is completed.

Mediator is entitled to use the customer's name and the delivered service as a reference and a brief description of the project in its own marketing material.

Delivery and Archiving

Upon receipt of an order/task, the customer must specify the address for receiving results and a billing address.

Results are generally delivered in electronic form but can be delivered in letter form upon agreement.

All written advice and related documents are archived by Mediator for 1 year. A longer archiving period can be agreed upon individually.

Publication of Delivered Material

Reports prepared by Mediator may only be published in their entirety. The customer informs Mediator before publishing the prepared material, and when publicly reproducing the prepared material, Mediator's name must be stated, and the Copyright Act § 3 must be respected.

If the parties agree and it is confirmed in writing, they may refer to the cooperation with third parties, e.g., by links to each other's websites or links in marketing material.

The customer must not mention or refer to Mediator or Mediator's employees in advertising and marketing measures unless prior written permission has been obtained from Mediator in each case.

Course/training material or other materials such as legal material and news information provided must not be reproduced without prior written acceptance from Mediator.

Price and Payment Terms

Invoices are due for payment net 8 days from the invoice date unless otherwise agreed in writing. If payment is not received on time, interest of 1.5% per commenced month is charged. All prices are exclusive of VAT, and all prices for fixed services and ongoing agreements will be adjusted annually in January.

Any transport costs are not included in hourly and daily rates but are billed separately according to the state's applicable rates.

The customer is liable for payment for any agreed work ordered from third parties. This can be, for example, laboratory analysis work.

The customer is obliged to pay for Mediator's work, regardless of whether the expected result is achieved.

Right of Withdrawal - Change and Termination of Agreement

Changes to existing agreements or changes in the scope of tasks must always be agreed in writing with Mediator, and there must be a reassessment of the price and time estimate for the delivery of the task.

If the customer demands that the work be stopped, postponed, or changed, already completed work must be billed at Mediator's normal hourly rate. The customer must reimburse Mediator for the expenses Mediator has incurred in connection with the task solution, whether these are expenses to third parties, special equipment, analyses, etc. - regardless of the cancellation or postponement. In the case of termination of subscription agreements, e.g., safety advisor agreements, legal service, and other fixed advisory agreements, the agreement can be terminated with 90 days' notice to the 1st before a new 12-month cycle begins unless a special agreement has been made in the respective agreements between Mediator and the customer. Both parties can terminate all agreements with written notice if the other party:

1. significantly or persistently breaches the agreements and does not remedy this within 14 days after a written demand from the other party
2. becomes insolvent or is unable to pay its debts as they fall due.

Cancellation of Course / Seminar / News Day

In case of cancellation later than 1 week before, 50% of the set fee is charged. A discount can be given for rebooking the next event of the same type.

Cancellations must be made in writing to be covered by the above. In case of no-show, 100% of the set/agreed participant fee for the absent persons is charged.

Force Majeure

Mediator is not liable for delays, including delivery or service, caused by circumstances beyond the company's reasonable control and is entitled to an extension of the deadline for fulfilling the agreed delivery. Circumstances can include strikes, supplier problems, government actions, transport or production issues, natural disasters, and war.

If the situation lasts or is expected to last more than 20 days, either party can terminate the agreement with a minimum of 10 days' notice.

In such cases, Mediator is entitled to remuneration for the work performed plus other agreed expenses up to the day when force majeure is invoked.

The customer is entitled to receive the results of the completed work when the remuneration is paid.

Resolution of Disputes

Any dispute arising from this agreement that cannot be resolved amicably shall be settled in accordance with Danish law and brought before arbitration in the municipality where Mediator has its address.