

Sales and trading conditions

The following terms and conditions of sale and trade apply between the customer and Side-Walk ApS to the extent that they are not deviated from by express agreement between the parties.

1. Offer and agreement

1.1. Offers from Side-Walk ApS are binding for 14 days from the date of the offer, or until the expiry date stated in the offer.

1.2. The agreement is concluded when the customer's acceptance has been received by Side-Walk ApS.

In cases where the customer does not give express acceptance, an agreement is concluded when the supplier has issued order confirmation of an order received and/or received partial or full payment. Acceptance can be made both in writing and verbally.

2. Price

2.1. All prices are excl. VAT.

2.1.1 Marketing and the web department DKK 850 per started hour.

2.1.2 Programmer and special development (software) DKK 950 per started hour.

2.2. All prices are based on, on the date of submission of the offer or order confirmation, the current level for wages, material, prices, and other costs.

2.2.1. If the customer has requested Side-Walk ApS to prepare sketches, layouts, text proposals, web designs, test setup, workshops, analyses, Side-Walk ApS is entitled to be paid for this work.

2.2.2. If there have been increases in wages, material prices, public taxes or other costs in the time leading up to the completion of the delivery, Side-Walk ApS is entitled to regulate the price with such documented increases in the offer/contract.

2.2.3. If, in the time leading up to Side-Walk ApS implementation, there has been a decrease in wages, material prices, public taxes or other costs, Side-Walk ApS is not conditioned to regulate the price with such documented decreases.

2.2.4. Prices in foreign currency are based on the current currency in Danish kroner on the offer or order confirmation date. Side-Walk ApS reserves the right, in the event of price changes before payment, to change the price accordingly.

2.3. In addition to the offered or agreed price, Side-Walk ApS is entitled to demand payment for:

2.3.1 Work incurred because of the basic material that the customer has given Side-Walk ApS proving to be incomplete, unsuitable, or defective, or that corrections are made to the supplied material, or that the work has begun.

2.3.2 Overtime or other measures agreed with the customer after the conclusion of the contract/agreement.

2.4. All prices are calculated for delivery from Side-Walk ApS business premises in Randers. Costs for transport beyond the site's boundaries and for transport insurance for this are paid by the customer in addition to the agreed price, cf. 3.3.

2.5 If the customer wishes, and Side-Walk ApS undertakes, to store finished work or property that is not Side-Walk ApS, the customer pays costs for this in addition to the agreed price.

3. Delivery

3.1. With those in section 3.2 mentioned caveat, delivery takes place at the agreed place and time between Side-walk ApS and the customer. If no such delivery time has been agreed, delivery will take place when Side-Walk ApS work is complete.

3.2 Delivery takes place as described in the offer.

Errors or deficiencies in the delivery in relation to what is described in the offer/contract, which are due to Side-Walk ApS, will be rectified as soon as possible by Side-Walk ApS, however without liability to the customer or the customer's customers.

3.3. If delivery is delayed or prevented due to those in section 8.1. said circumstances or the order's action or omission, Side-Walk ApS has the right to a corresponding extension of the delivery time or to cancel the agreement. Should an event such as the above cause the fulfillment of Side-Walk ApS delivery obligations to become more expensive for the supplier, the supplier is however obliged to implement these, if the customer declares that he would indemnify the supplier upon payment of the additional price calculated by the supplier.

3.3 The place of delivery is Side-Walk ApS business premises, except for deliveries where it is clear from the offer/contract that the place of delivery is the customer's business premises. All shipping is at the customer's expense (cf. section 2.4.) and risk. Side-Walk ApS is obliged to, at the customer's request and for this account, cf. Sec. 2.4 to take out the desired transport insurance.

4. Payment

4.1 Unless otherwise agreed, payment must be made 8 days from the invoice date.

4.2 Deliveries that exceed a total price of DKK 10,000 are invoiced with 50% before the start of work, 30% midway through the process and the remaining 20% upon delivery, unless otherwise described.

4.3 Interest accrues from the due date with Side-Walk ApS at any time applicable interest.

Move 1:

Reminder fee DKK 1 100.00

Interest 1.5%

Move 2:

Reminder fee DKK 2 100.00

Interest 1.5%

Debt collection notice

Compensation fee DKK 310.00

Interest 1.5%

4.4 At the request of Side-Walk ApS, the customer is always obliged to provide a bank guarantee as security for payment. If the request is made after the conclusion of the agreement, Side-Walk ApS is obliged to indemnify the customer for any costs associated with this.

4.5 If the customer's circumstances are the reason that an agreement/contract cannot be conducted continuously, Side-Walk ApS is entitled to have costs paid.

4.6 Side-Walk ApS is free to choose to resell one or more invoices to the Invoice Exchange or a similar company and transfer receipt of payment to a third party.

5. Property rights, rights, etc.

5.1. Sketches, layouts, specially developed templates, booking systems, webshops, websites, specially developed online solutions, apps, text suggestions, educational models, etc., regardless of the technique with which these are produced, and regardless of the way in which they are stored, belong to Side-Walk ApS, and may not be handed over to a third party or used for anything other than what is described in the order without the customer's approval.

5.2 What Side-Walk ApS has prepared or further developed for use in the delivery, be it preliminary work or graphics, such as descriptions, processes, XD design, development, analyzes and idea descriptions, regardless of the technique with which these are produced, and regardless of the method they are stored, it is the property of Side-Walk ApS and the customer and can be required to be handed over to a third party by the customer after the work has been carried out

and payment has been made. This applies regardless of whether the prepared material may have been invoiced separately.

5.3 That in section 5.1. and 5.2. material for delivery, Side-Walk ApS reserves the right and the rights to use self-developed technology for other industries.

5.4 The customer acquires the same right to developed or processed material, including source code, documentation, etc., as the customer had to the original material, insofar as this does not infringe the rights of third parties. The customer therefore has 100 percent ownership of the paid tasks performed.

5.5 If the delivery contains products from a third party, the Customer enters into an agreement on the delivery of these directly with the third party or its Danish representative, so that the Customer acquires rights and guarantees in accordance with the third party's conditions.

5.6 In case of delivery of material upon termination of cooperation, terminations or otherwise described in the agreement/contract, Side-Walk ApS reserves the right to receive payment for this service of DKK 850 per started hour.

6. Delay

In the event of a delay, the order with that of section 3.2. following caveat only entitled to cancel the agreement, if he has, at the same time as entering into the agreement, specified the meaning that delivery takes place at a precisely specified time.

7. Missing

7.1 Side-Walk ApS has no responsibility for errors that the customer has not corrected in writing in proofreading, testing or trial setup.

7.2 Errors committed by Side-Walk ApS documented will be corrected as soon as possible without extra charge.

7.3 Minor deviations from an approved sample or agreed specification, or minor errors that do not affect the recipient's ability to see and understand the product, do not entitle the customer to a price reduction or to refuse to receive the ordered item.

7.4 Upon delivery, Side-Walk ApS has the right to cover costs described as options for projects, including changes in freight and deliveries after final delivery.

7.5 If the delivery turns out to be defective, the customer is obliged to complain about this no later than 24 hours after delivery. If a complaint is omitted, or if the customer complains too late, the

customer loses access to assert the defect. Side-Walk ApS is entitled to remedy a deficiency if this can be done within a reasonable time. However, subject to described clauses in offers/contracts.

7.6 If the customer himself provides content, material or other things for the delivery, Side-Walk ApS is not liable for errors or deficiencies that can be attributed thereto.

8. Liability

8.1 In the event of delay and in the event of defects in the delivered, Side-Walk ApS has no responsibility, where the delay or deficiency is due to errors in or damage to production equipment, errors in subcontractors' delivery or errors in connections, networks, or Hosting.

This also applies in the event of labor disputes of any kind and any other circumstance over which Side-Walk ApS is not in control, such as fire, water damage, natural disasters, war, mobilization, or unforeseen military call-up of similar scope, requisition, seizure, rebellion, unrest, currency restrictions, lack of means of transport, general scarcity of goods, restrictions on driving force, export and import bans and other similar force majeure situations.

8.2 Delay or defective delivery is covered by the clause 8.1. freedom from liability referred to, if the reason for the subcontractor's delay or lack of performance is one of section 8.1. mentioned circumstances or the company's termination.

8.3 In the event of a delay in, or in the event of defects in, delivered, Side-Walk ApS is not liable for the customer's operating loss, loss of delivery or other direct loss, including loss because of the customer's legal relationship with third parties, cf. However, section 8.4.

8.4 Side-Walk ApS is liable if a delivered product causes personal injury or causes damage to things if the item in question or its type is usually intended for non-commercial use and is used by the injured party accordingly.

Side-Walk ApS is only liable for damage to commercial property if it is documented that the damage is due to the customer or his people making mistakes that should not have been prevented by the customer's inspection of the delivered products.

However, Side-Walk ApS is never responsible for damage caused by the customer's or others' production, unless it is documented that Side-Walk ApS acted with gross negligence.

Side-Walk ApS is never liable for operating losses, loss of profits and other indirect losses. If Side-Walk ApS, when damage to commercial property, is imposed a liability towards a third party that goes beyond the established limits of Side-Walk ApS liability, the customer is obliged to indemnify Side-Walk ApS for this as well as for legal costs.

8.5 Side-Walk ApS has no responsibility for the customer's lack of authorization to reproduce, duplicate or publish writing, images, drawings, patterns, illustrations, texts, designs, trademarks, other business characteristics and other goods, including design or anything else that may be subject to third party rights.

If Side-Walk ApS incurs liability towards a third party due to the customer's lack of authority to exercise third-party rights, the customer indemnifies Side-Walk ApS for such liability.

8.6 Side-Walk ApS has no responsibility for loss or damage to property, such as originals, materials etc. which is not Side-Walk ApS, but which has been left to Side-Walk ApS by the customer for the purpose of solving agreed tasks, or for the purpose of storing work Side-Walk ApS has carried out cf. Sec. 2.5. Side-Walk ApS is, however, liable if it is proven that the loss or damage is due to grossly negligent behavior by Side-Walk ApS employees. The customer must arrange for insurance of objects against damage and loss.

9. Termination

9.1 Each Party may, at its own discretion, cancel a concrete task order in whole or in part if the other Party is guilty of material breach of its obligations in relation to the delivery of the task order.

9.2 If the deadline for successful completion of a task order is exceeded by more than thirty working days, the customer is entitled to immediately cancel the task order in whole or in part, as the specified deadline must however be extended to the extent that the delay is due to the Customer's circumstances. Subject to Side-Walk ApS announcing in a timely manner that the task order will not be within the deadline. This results in a new agreement for the completion of the task order.

9.3 In the event of cancellation, the balance of the Parties is calculated according to the general rules of Danish law, including with respect to (I) the agreed limitation of liability and the general obligation to limit losses.

10. Confidentiality

10.1 Side-Walk ApS must instruct its employees that information regarding the project and the client's business, in connection with the handover from the client to Side-Walk ApS, is clearly specified as confidential, or which can clearly be perceived as confidential, must be treated with at least the same care and discretion as own confidential information.

10.2 However, the confidentiality does not apply to information that is or becomes publicly available, that is already in Side-Walk ApS's possession without a corresponding duty of

confidentiality, that has been independently developed by Side-Walk ApS outside the scope of this agreement, that has been lawfully received from a third party or which relate to general ideas, concepts, know-how or technique regarding data processing.

10.3 The customer is aware that Side-Walk ApS employees may from time to time be busy with other similar tasks, and the customer agrees to this.

11. The subcontractor

Side-Walk ApS is entitled to fully or partially have work carried out by a subcontractor.

12. The Danish Purchase Act

Danish legislation, including the Purchase Act, applies to this agreement to the extent that the legal status is not determined in the text of the agreement or in these sales and delivery conditions. Any dispute regarding the interpretation of agreements or the fulfillment and enforcement of the terms can only be brought before Danish courts in accordance with Danish rules of jurisdiction.