

General Terms & Conditions

1. Purpose

- a. These General Terms and Conditions shall determine the terms and conditions for Synergile ApS (hereinafter SYNERGILE) providing engineering assistance, development projects and other narrowly defined tasks to a customer (hereinafter Customer). The specific tasks, services and time schedule that are agreed with Customer are assumed to be outlined in an Assignment agreed by Customer and SYNERGILE (hereinafter Assignment).
- b. These General Terms and Conditions shall apply to all Assignments that Customer concludes with SYNERGILE, unless otherwise agreed in writing.

2. Offers

- a. Written offers from SYNERGILE are valid for fourteen (14) days from the date of the offer. An offer must be accepted in writing by Customer and is not binding for SYNERGILE until SYNERGILE has signed the agreement or otherwise accepted the order in writing.

3. Customer's Participation

- a. It is a prerequisite for the provision of the contracted services that:
 - i. Customer delivers to SYNERGILE and to other parties needed to fulfill the Assignment the relevant information required.
 - ii. If the Assignment is at the premises of Customer, Customer shall freely make the necessary workspace and tools available for SYNERGILE.
 - iii. Customer shall help to organize work, answer questions and allocate resources so that services can be delivered as agreed.
 - iv. Customer shall appoint a responsible employee, or a third party, to whom all correspondence relating to the Assignment must be sent. The person shall be entitled to enter into binding decisions on behalf of Customer.

4. Changes

- a. Customer is entitled to demand changes in the work or task when they are deemed necessary for the successful fulfillment of the Assignment.
- b. SYNERGILE shall be given the opportunity to comment on desired changes and deviations to the Assignment before such a request is submitted.
- c. If a change leads to an increase in cost for SYNERGILE, SYNERGILE is entitled to invoice Customer the extra expenses. Extra work for implementing changes is paid by the hourly rate for the time spent, unless otherwise agreed.

5. Time Limits and Extension

- a. SYNERGILE will endeavor to adhere to agreed deadlines. If Customer requests a change requiring extra work it will prolong the delivery time.

- b. Customer may request an extension in time when services or decisions are delayed at Customer or a third party delivery to Customer is delayed due to events, which Customer does not have any control of and which Customer could not foresee or could not have been expected to foresee when the Assignment was signed. Customer shall pay the extra costs applied from the extension in time to SYNERGILE.
- c. Is there a deadline for the Assignment, with a delivery to Customer, then SYNERGILE can request an extension of the deadline if Customer has requested changes in the work, and these changes delay the execution of the work, or if Customer otherwise is the cause of the delay.
- d. SYNERGILE may also require extension of the deadline due to reasons that are beyond the control of SYNERGILE and which SYNERGILE has not foreseen or could have foreseen when the Assignment was concluded.
- e. If Customer wishes to extend the Assignment, Customer must notify SYNERGILE four (4) weeks before the expiration of the Assignment, so SYNERGILE can make the necessary arrangements for allocating staff.

6. Customer Control and Instruction

- a. Customer can monitor SYNERGILE's fulfilment of the Assignment. Customer and SYNERGILE shall together define the procedures for verification of the deliveries.
- b. Customer must continually provide SYNERGILE detailed information and instructions on all relevant conditions for the completion of the Assignment.

7. Work Completion and Complaints

- a. The work is considered accepted when the task is completed or at the expiration of the completion date specified in the Assignment.
- b. To plead that a provided delivery or service suffers from a defect, Customer shall submit a written complaint to SYNERGILE when the defect is discovered. Customer must declare and upon request, show how the error manifests itself.
- c. Defects, that are not detected or not requested to be corrected at the inspection of a delivery, cannot later be raised as a defect.
- d. Customer forfeits in all cases the right to claim defects, if a defect is not claimed by Customer within three (3) months after the completion of the task.

8. Remuneration

- a. The estimated extent of the contracted services is defined by the parties in the Assignment or in a separate task description. Customer is always invoiced for the actual time spent by SYNERGILE for the agreed Assignment, unless a fixed price is agreed in the Assignment or the separate task description.
- b. In the case of a fixed price, SYNERGILE may only request the amount to be revised if there are changes in the Assignment or changes in the task description.
- c. Expenses related to transportation, travel insurance and accommodation during travel approved by Customer will be invoiced separately.
- d. Expenses for meals and reasonable expenses during travel approved by Customer will be invoiced according to actual documented expenses or to the tax-free travel allowance according to the

Danish tax rules. The allowance is payable per commenced hour of travel. (2019: DKK 509 per day.) If Customer provides free meals then the rate is reduced by 15% for breakfast, 30% for lunch and 30% for dinner.

- e. Ground transportation will be invoiced according to the Danish tax rules (2019: DKK 3,56 per km).
- f. Time spent by SYNERGILE on travelling between SYNERGILE and the workplace and any other travelling approved by Customer is included in the time spent on Assignment.
- g. Handling charges for goods or services purchased on behalf of Customer are 10% of the purchase price with a DKK 250 minimum charge unless otherwise agreed.
- h. SYNERGILE is entitled to adjust the hourly rate January 1st and July 1st after the net price index ("Nettoprisindekset") from the Statistics Denmark (www.dst.dk). SYNERGILE will give Customer no less than three (3) months written notice in case SYNERGILE changes the rate extraordinary during an active Assignment.

9. Payment Terms

- a. Unless otherwise agreed SYNERGILE invoices Customer for work performed and any expenses every month or every fourteen (14) days and at the completion of Assignment.
- b. For fixed price Assignments SYNERGILE invoices Customer according to the agreed payment schedule reflecting the milestones.
- c. Payments are due fourteen (14) days after receipt of the invoice.
- d. Unless otherwise stated all prices indicated are excluding VAT.
- e. If Customer disagrees with SYNERGILE concerning the amount invoiced or the payment terms, Customer shall without undue delay inform SYNERGILE.
- f. Customer is only entitled to a reduction in the invoiced amount due to a claim if the claim is undisputed or has been recognized in a final judgment.
- g. By default in payment or in cases where there are other reasonable doubts about Customer's future ability to pay, SYNERGILE is entitled to stop servicing Customer and may require advance payment or guarantees for payment to continue work for Customer.
- h. SYNERGILE is suspended from all obligations to Customer until SYNERGILE has received full payment of all amounts due.
- i. If the due date has come, reminders are sent, and there has yet not been any payment, SYNERGILE is entitled to in writing to terminate the Assignment in whole or in part without prior notice, as well as any other existing agreements with Customer. If SYNERGILE terminates the Assignment SYNERGILE has the right to compensation.
- j. On delayed payment, SYNERGILE is entitled a late payment charge and a monthly penalty interest as stated on the invoice.
- k. Customer is obliged to bear all costs and expenses in connection with the recovery of debt to SYNERGILE, including debt collection fees and other expenses arising in connection with the prosecution of SYNERGILE's claim against Customer.
- l. Disagreements or any action commenced between the parties does not affect Customer's obligation to pay.

10. Elimination of Defects or Compensation

- a. Are there defects in the services provided or in the tasks carried out, SYNERGILE can either choose to make a corrective action, or give Customer a proportionate reduction in the price of the defective delivery.
- b. If SYNERGILE choose to address a defect in the services delivered, SYNERGILE is obliged with the urgency, which the situation demands, to remedy the alleged defects, and such deficiencies must be remedied within a reasonable time.
- c. If the error is not corrected within a reasonable time, Customer is entitled to a proportionate reduction in the price corresponding to the effect of the defect relative to an error free performance. A reduction cannot be greater than the total invoiced amount invoiced the past two (2) months plus any services already performed but not invoiced.
- d. Customer cannot make other remedies in case of defective work than the above.

11. Limitation of Liability

- a. SYNERGILE is not liable for indirect losses of any kind, including but not limited to consequential losses, internal losses, lost profits or Customer's third party fees remediation, as well as other indirect or consequential damage.
- b. The liability of SYNERGILE shall in no event exceed an amount equal to the total amount paid by Customer to SYNERGILE for the past twelve (12) months of the Assignment.

12. Customer Responsibilities

- a. If Customer defaults its obligations, Customer is obliged to compensate SYNERGILE for its losses as defined by Danish law, including SYNERGILE expenses and engineering hours.
- b. If Customer has made a complaint about a defect in a delivery, and it turns out that there are no defect for which SYNERGILE is responsible, Customer must reimburse the expenses SYNERGILE may have had in that context. Has SYNERGILE applied engineering hours to investigate such defects that proves not to be applicable to SYNERGILE or not covered by SYNERGILE's obligations, SYNERGILE is entitled to invoice Customer for time spent with the then current hourly prices.

13. Force Majeure

- a. Neither party is responsible for the delay or non-fulfillment of obligations under the Assignment if due to circumstances beyond the party's control, including but not limited to labor disputes or any other circumstances beyond the parties' control, such as war, terrorism, riot or unrest, fire, explosion, earthquake, flood or other natural phenomena plus defects in or delay of supplies from suppliers or sub-suppliers caused by any of the above circumstances.
- b. The rights and obligations conferred or imposed to the party affected by the force majeure shall be extended by a period equal to the period, which the force majeure situation lasts.
- c. Factors that hinder a third party, who SYNERGILE has entrusted tasks to fulfill its agreement, shall be deemed a force majeure by SYNERGILE to Customer.
- d. If a party is to invoke force majeure, it shall provide written notice to the other party without undue delay after the force majeure occurred.

14. Termination

- a. Customer may terminate the Assignment if there is a material breach by SYNERGILE. The assessment of materiality of the breach shall consider the character of the breach, the risk of recurrence, the impact of the breach for Customer, the impact of the termination on SYNERGILE and other circumstances.
- b. There are no material breach as long as the breach may be remedied in the delivery or by replacement of the delivery from SYNERGILE within the conditions defined in this document.
- c. SYNERGILE may terminate the Assignment if Customer is in material breach of its obligation to contribute to finalization of the assigned tasks and services or in breach of its payment obligation.
- d. Upon termination of Assignment, all obligations of the parties are ceased with the exception listed in paragraph 15.h.
- e. If Customer is entitled to terminate the Assignment, Customer has the right to compensation within the limits set out in this document.
- f. Upon termination of an Assignment for engineering services, those can only be terminated for the future.
- g. If the Assignment is terminated by SYNERGILE as a result of material breach by Customer, then SYNERGILE is entitled to the payments which Customer would have paid for the remainder of the Assignment.

15. Intellectual Property Rights and Confidentiality

- a. Customer has the right to use the ideas, inventions, know-how, methods, materials, etc., which SYNERGILE has developed during the Assignment.
- b. If SYNERGILE use know-how created outside the Assignment and which belong to SYNERGILE, Customer shall have a royalty-free license to use the know-how for the outcome of the Assignment.
- c. In all respects, Customer is responsible and liable that the work, which Customer has requested SYNERGILE to perform, does not infringe any third party rights.
- d. To the extent Customer wishes to file for patent protection of an invention invented by an employee of SYNERGILE during the work for Customer, Customer shall reimburse SYNERGILE for the compensation to the concerned employees as defined in the Danish law on employees' inventions.
- e. SYNERGILE can use the know-how, methods and general knowledge obtained during the Assignment in other contexts.
- f. SYNERGILE shall retain all ownership and intellectual property rights to all inventions, which:
 - i. derive in whole or in part from SYNERGILE's pre-existing inventions, proprietary information, materials and/or intellectual property; and/or
 - ii. relate to the business of electronic design, the provision of printed circuit board, design know-how, generic design processes, or generic design consulting services.
- g. Both parties are obliged to keep any Confidential Information, which may come into their possession, like the other parties commercial and technical know-how, customer base etc., confidential and not disclose such Confidential Information to any third party without the other party's prior written consent.
- h. Both parties shall keep all Confidential Information confidential for five (5) years after a termination of the Assignment irrespective of the cause for the termination.

- i. SYNERGILE is allowed to use the company name and logo of Customer as a reference when marketing SYNERGILE. This includes the right to indicate the overall areas of co-operation between Customer and SYNERGILE including using the logo of Customer to establish a link or a reference to the website of Customer.

16. Arbitration and Dispute Resolution

- a. Any dispute between Customer and SYNERGILE, arising out of these General Terms and Conditions, including the validity and interpretation of the Assignment, which cannot be amicably settled by negotiation, shall be settled by mediation at The Danish Institute of Arbitration (www.voldgiftsinstituttet.dk) (hereinafter The Danish Institute of Arbitration) using the rules in force at The Danish Institute of Arbitration at the date of the request for mediation.
- b. If the mediation is terminated without the dispute being settled, the dispute shall be settled by arbitration at The Danish Institute of Arbitration using the rules of The Danish Institute of Arbitration applicable on this matter.