

General Terms and Conditions

Scope

1. Unless otherwise agreed, the following General Terms and Conditions apply to any and all services provided by Avanti Gruppen.
2. These General Terms and Conditions take precedence over any previous agreements between the parties.

Confidentiality

1. Any and all information shared between the customer and Avanti Gruppen arising from the work shall be handled confidentially.
2. Avanti Gruppen is subject to a customary duty of confidentiality.
3. Avanti Gruppen endeavours to continuously optimise the security of its own IT systems, but cannot guarantee that unauthorised parties cannot gain access to texts, etc., sent electronically to and from Avanti Gruppen.

Offers and orders

1. An offer or an order is binding on Avanti Gruppen once it has been accepted in writing.
2. Avanti Gruppen does not have the right/duty to initiate a task until the customer has accepted the offer without reservation.

Prices

1. The prices for our services are those laid down in the agreement between the customer and Avanti Gruppen. All prices are exclusive of taxes, VAT, charges and other fees ordered by a state authority.

Terms of payment

1. Unless otherwise explicitly specified in the agreement between the customer and Avanti Gruppen, payment falls due for services within fourteen (14) days after the invoice date.
2. In the event of overdue payment, default interest will be charged pursuant to the provisions of the Danish Interest Act.
3. In the event of large-scale assignments or tasks extending over a prolonged period of time, Avanti Gruppen reserves the right to obtain a prior credit-rating of the customer, advance payment, instalment payment or security.

Form of delivery

1. Avanti Gruppen delivers the translated text in the format agreed with the customer. In the absence of an agreement, the translated text will be delivered in the same format in which it was received.
2. Avanti Gruppen cannot be held liable for the text's layout, unless otherwise explicitly agreed.

Delivery

1. All translations will be delivered pursuant to the agreement entered into between the customer and Avanti Gruppen.
2. If the delay is due to circumstances for which the customer is responsible, Avanti Gruppen reserves the right to change the delivery time.
3. If the delay is because Avanti Gruppen is in a force majeure situation, the delivery time will be extended by the time during which the obstacle lasts. However, both parties are entitled to rescind the agreement, without liability, if the obstacle has lasted more than two months. This provision applies irrespective of whether the cause of the delay arises before or after the expiry of the agreed delivery time. In the above-mentioned instances, Avanti Gruppen will notify the customer of the change of the delivery time without undue delay.

Changes

1. If the customer changes or enhances the scope of a task after an agreement has been entered into, Avanti Gruppen reserves the right to change the delivery time and the price. If this change/addition involves significant changes, Avanti Gruppen will make the customer aware of this.

Cancellation

1. If the customer cancels a task in whole or in part, the customer is under an obligation to pay for the loss or profit and in general to indemnify Avanti Gruppen against all costs incurred in conjunction with the cancellation.

Complaints

1. Complaints must be filed with Avanti Gruppen in writing and without undue delay after the customer has or should have discovered the shortcoming, but no later than fourteen (14) days after delivery. Avanti Gruppen will investigate the complaint immediately and, if the complaint involves a fault/shortcoming, Avanti Gruppen will rectify this as soon as possible.

Liability

1. Avanti Gruppen takes pride in delivering quality results on time. Avanti Gruppen performs its tasks by using all the reasonable skill sets and due diligence pursuant to the standards and common practices of the sector.
2. Avanti Gruppen cannot be held liable for loss owing to circumstances that are beyond Avanti Gruppen's influence, such as errors in the customer's source text, incorrect information in the source text, content which may be deemed offensive, and similar.
3. Avanti Gruppen is liable for damages pursuant to the general rules of Danish law with the limitations specified in these General Terms and Conditions.
4. However, the said liability applies to each individual task, and in any and all cases of simple or gross negligence on the part of Avanti Gruppen, the amount of the liability is limited to the amount of payment.
5. Avanti Gruppen cannot be held liable for indirect loss or operating loss, including loss of data, lost profit, etc.
6. If the customer is a business owner, the statute of limitations for the claim for damages against Avanti Gruppen is twelve (12) months after the customer has become aware of the circumstances on which a claim is based. However, time-barring takes effect no later than three (3) years after the service has been provided.

Customer's obligations

1. The customer must deliver all materials, information and components that are required for Avanti Gruppen to be able to deliver the agreed services.
2. The customer guarantees, declares and undertakes to ensure that the materials sent to Avanti Gruppen do not directly nor indirectly violate the intellectual property rights of a third party.
3. The customer must indemnify Avanti Gruppen against liability, loss, damages, costs and expenses arising from Avanti Gruppen's use or possession of materials, information and/or components which the customer has delivered to Avanti Gruppen.

Applicable law

1. Avanti Gruppen and the customer must initially endeavour to resolve any dispute arising between them through dialogue and

negotiation, and, if this fails, the dispute will be settled pursuant to Danish law before a Danish court of law.