

Flexkom ApS
General Terms and Conditions
VAT: DK31062489

1. Basis of Agreement

1.1 The conditions detailed here are applicable to every agreement where Flexkom ApS is providing a service.

1.2 Changes or modifications to these conditions are only valid if they are agreed in writing on a separate document that is accepted and signed by both the client and Flexkom ApS (the document is to be attached to the terms and conditions as an appendix).

2. Offers and Prices

2.1 Unless otherwise stated, the offer from Flexkom is valid for one month from the date the offer is sent.

2.2 Unless otherwise stated, all prices indicated by Flexkom are excluding rental of facilities, materials and printing, transport costs (mileage allowance in 2018 is DKK 3,54 per km.), accommodation, as well as food and drink, purchase of Lean materials (boards etc.)

2.3 Unless a fixed price is agreed, Flexkom ApS will carry out the task keeping a running total of costs. Billing is based on the time spent at the applicable rates. The client can contact Flexkom ApS for information regarding the applicable rates.

3. Payment Conditions

3.1 Payment must be made 14 calendar days after the invoice date at the latest, unless otherwise stated on the invoice.

3.2 For late payments, Flexkom ApS is entitled to charge late-payment interest of 2% per month started.

4. Date Changes and Termination

4.1 The agreement can be terminated with calendar 14 days notice by either the client or Flexkom ApS. For termination (regardless of the terminating party), both parties are required to complete and/or pay for the agreed tasks in the 14 calendar day period.

4.2 Flexkom ApS can invoice for agreed consultation dates that are cancelled by the client with less than 14 calendar days notice.

4.3 Flexkom does not guarantee available dates for a customer – unless specific dates have been agreed.

5. Delays

5.1 Flexkom ApS are not responsible for delays, unless it is demonstrated that the delay is attributable to Flexkom ApS.

5.2 If the delay is caused by Flexkom ApS, the client must contact Flexkom ApS in writing to demand delivery within a fixed deadline of a minimum of 10 working days.

5.3 In regard to point 5.2, the client is entitled to terminate the agreement if it is stated in the requirements that the client has the right to do so in the event that delivery is not made by the deadline set by the client.

6. Breach of Agreement

6.1 In the event that the client does not pay an invoice on time or in any other way breaches an agreement, Flexkom ApS is entitled to regard this as a breach of all agreements with the client.

6.2 A breach consisting of failure to pay also includes if the client goes into receivership, files for bankruptcy, initiates procedures for compulsory composition, or is declared insolvent.

7. Responsibility

7.1 Flexkom ApS commits itself to delivering a service in the form of advice to the client. Flexkom ApS is neither responsible for the specific usefulness of the advice or for any potential resulting losses or damages to the client's business.

7.2 Flexkom ApS cannot be held responsible for any potential losses the client incurs due to unavailable consultants.

7.3 Flexkom may change consultants to the necessary extent without prior agreement or warning.

8. Re Champ ApS (partner programme)

8.1 Flexkom is a sales partner of Champ ApS. Champ ApS is responsible for implementation, training and support. The contract for the use of software and the invoicing of licenses for this is made directly between the customer and Champ ApS (CVR 37084662).

9. Regarding MUR/Dynamate og Evocon (partner programmes)

9.1 Flexkom is a sales partner with respectively Dynamate and Evocon. In both cases, Dynamate/Evocon is responsible for implementation, training and support. The contract for the use of systems and the invoicing of licenses for this takes place directly between Dynamate AB/Evocon OÜ.

10. Intellectual Property Rights

10.1 Flexkom ApS maintains all intellectual property rights over materials, concepts, tools, etc. that are used in connection with the provided services.

10.2 The above-mentioned intellectual property named in 10.1 may only be used by the client with the consent of Flexkom ApS.

11. Confidentiality

11.1 Both parties are required to treat all information about the other party and the contractual relationship as confidential. This also applies after the agreement is concluded.

11.2 Unless otherwise stated in the agreement, Flexkom ApS is however entitled to publicize the existence of the form of cooperation on its website and to prospective clients and partners.

12. Data Protection Regulation

12.1 Flexkom comply with the EU data protection regulation. Our policy is found here (in Danish) <http://flexkom.dk/persondata>

13. Jurisdiction

13.1 In the event of disputes that cannot be resolved amicably, the agreed legal venue will be Kolding Court, Denmark.