



Minddrake – General terms and conditions for sales and deliveries

Minddrake:

1. General part

These Terms and Conditions are valid from 01.07.2010 in connection with the provision of Minddrake solutions. Our terms and conditions apply between the client and Minddrake to such an extent that they cannot be waived by express agreement between the parties.

2. Quotes

Quotes are binding on Minddrakes part for one month from the date they are given.

3. Price

In addition to the price agreed upon, Minddrake is entitled to claim payment for work incurred in cases where the basic material the client has given Minddrake proves to be incomplete, inadequate or defective, or if corrections are made in the material supplied after the work had begun. Minddrake is also entitled to charge for time spent beyond that agreed upon if the client makes changes or additions to the project and these are outside of quotations and / or specifications.

4. Delivery

As a rule deliveries are made at the time agreed upon by the client and Minddrake. If the materials are received later than agreed upon, or if the materials are incomplete, then delivery is automatically postponed– until an agreement is otherwise made. In the event of delayed delivery or prevention of due to force majeure, cf. Sale of Goods Act, or due to the client's action or omission, Minddrake is entitled to a corresponding extension of the delivery period or to terminate the agreement. Should an event as mentioned above lead to it being more expensive for Minddrake to fulfill its delivery obligations for the project, Minddrake will be obliged to charge the client the estimated extra cost as calculated by Minddrake. to the fulfillment of Minddrake delivery obligations will make the project being more expensive for Minddrake. Minddrake will, however, be obliged to implement them if the client declares to indemnify Minddrake upon payment of the estimated extra cost calculated by Minddrake.

5. Payment

When ordering a Minddrake solution, 50% of the fee is to be paid before the task is started. The remaining 50% must be paid within 8 days of delivery of the content to the URL. If client conditions are the reason why payment cannot take place as stated, there must be a written individual agreement between Minddrake and the client. If the client fails to comply with an invoice payment period, Minddrake can withhold further deliveries until payment has been made. In cases of late payment, the client must pay 2% of the invoice amount in interest per month until the total amount has been received by Minddrake. If it becomes necessary to send out reminders, these will incur reminder fees under the Interest Act. Minddrake retains title to the goods sold until the purchase price plus any

interest is paid. If the client has failed to pay 14 days after the first reminder has been sent, Minddrake can choose to shut down the site. Upon receipt of the amount due, Minddrake can choose to open the site again.

6. Minddrake Ownership, Copyright, etc.

Minddrake sketches, layouts, functional programming, database programming, text suggestions, etc., regardless of which method or technique they are manufactured and the way they are stored, are the property of Minddrake and cannot in any way, without Minddrake's written approval, be resold, used in another web solution, or left to third parties.

The client's logo, own sketches, own articles, own photos, own documents and all other content supplied by the client himself, belongs to the client. The source code for software belongs to Minddrake, be it basic or custom developed software or software.

7. Delays

Should there be considerable delays, the client is entitled to cancel the agreement if the parties have agreed in writing that the client is guaranteed that the delivery will be made at a certain time. Exceptions are situations where delivery is delayed or prevented due to force majeure or the client's action or omission.

8. Defects

Minddrake has no responsibility for errors that the client has not given notice of in writing or similar. Minor deviations from approved samples or agreed specifications shall not entitle the client to a price reduction, to refuse to receive what has been ordered, or to demand compensation.

9. Deadline for corrections

The client is responsible for the approval of the task and the immediately following launch on the internet, as well as for pointing out possible errors/proof corrections within 3 working days from launch. These corrections must be reasonably limited in relation to the size of the task. Upon expiration of the 3 days, payment on an hourly basis will be calculated for further adjustments, except for when these are resulting from circumstances at Minddrake.

10. Responsibility

In case of delay or in case of defects in the delivered goods, Minddrake will carry no responsibility if the delay or defect are caused by defects in or damage to the developed software that has proven to have caused delay or damage to production in case of labor disputes of any kind, and otherwise in any circumstances beyond Minddrake's control.

In case of delays or defects in the delivered products Mind Drake is not liable for any consequential loss to the customer, loss of profit or other indirect losses resulting from customer's legal relations with third parties. Mind Drake has no responsibility for the customer's lack ownership of reproduction, duplication or

publish text, pictures, drawings, sounds, patterns, illustrations, text, trademarks, other commercial properties and other trademarks, including design, or anything that may be subject to third party rights.

Minddrake has no responsibility for any loss or damage to property, such as originals, materials, etc that do not belong to Minddrake, but have been provided by the client for completion of an agreed task, or for storage, including storage of work Minddrake has performed.

11. Subcontractors

Minddrake is entitled to allow work to be performed, fully or partially, by subcontractors.

12. Termination

Notice of termination is the current quarter plus 3 months.

13. Copyright

Minddrake assumes no responsibility for obtaining licenses for use of and making changes in the delivered material.

14. Sale of Goods Act (Købeloven)

Danish legislation, including the Sale of Goods Act, applies to this agreement to the extent that the legal situation is not defined in the text or in these terms and conditions.