# Scripturus v/ Andreas Kjeldsen

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Last updated on June 26th, 2015

# STANDARD BUSINESS TERMS

This agreement is made between Andreas Kjeldsen, doing business as "Scripturus v/ Andreas Kjeldsen" (hereafter "Vendor") and a party purchasing services from Vendor (hereafter "Client").

# 1

These Terms apply to all projects accepted by Vendor where no other agreement has been negotiated with Client and where Client have been made aware of the Terms prior to acceptance.

# 2

Due date for all payments is 30 days after Client's receipt of invoice following delivery of the completed project, except where otherwise agreed or specified on the invoice.

Late payment will be subject to statutory interests plus an additional late payment compensation charge of DKK 310.00 (EUR 41.50) plus a fee of DKK 100.00 (EUR 13.00) for each of up to three payment reminders as per the Danish Overdue Payments Interest Act. Client further agrees to pay Vendor's costs in collecting late payments due from Client, including reasonable collection agency charges and court and attorneys' fees.

# 3

Where Vendor holds copyright to materials produced under the agreement, all rights shall transfer to Client only upon receipt of full payment.

# 4

Client shall appoint a single point of contact for the project. Vendor's single point of contact is Andreas Kjeldsen (kjeldsen@scripturus.eu). All correspondence concerning the project will be handled between Andreas Kjeldsen and Client's single point of contact. All correspondence sent from other employee's of the companies will be ignored and forwarded to the respective single point of contact.

If no single point of contact is appointed by Client, the person accepting the project on behalf of Client will be considered their single point of contact. In the event that Client's single point of contact leaves the company during the project, a new single point of contact shall be assigned in writing immediately.

# 5

In case of cancellation of a whole project or any substantial portion thereof by Client after acceptance of the project by Vendor, Client shall, where no milestone payments have been agreed, pay a kill fee of 50% of the agreed payment or DKK 150.00 (EUR 20.00), whichever is higher.

#### 6

Any substantial change by Client to a project after Vendor's acceptance, whether as to content, scope or otherwise, shall at Vendor's discretion require a renegotiation of payment.

### 7

Except where required by law, Vendor's liability for negligence or otherwise shall in no case exceed the amount of the project invoice.

#### 8

These Terms and all agreements made under them shall be governed exclusively by the laws of the Kingdom of Denmark and any dispute shall be resolved by the Danish courts.

#### TERMS SPECIFIC FOR TRANSLATIONS

#### 9

Client shall review the completed translation upon receipt and shall notify Vendor of desired corrections and changes no later than 30 business days after receipt. Vendor shall correct errors and make reasonable changes at no cost to Client. The need for correction of errors shall in no case be grounds for non-payment.

# 10

Vendor shall have no responsibility whatsoever for any changes made to the delivered translation by any persons other than Vendor.

# **TERMS SPECIFIC FOR CREATIVE WRITING**

# 11

In no case shall positive matches from software-assisted plagiarism detection (such as, but not limited to, Copyscape, PlagTracker, or similar services) be grounds for non-payment.

# DISCLAIMER FOR TRANSLATIONS OF LEGAL DOCUMENTS

Vendor is not a lawyer and is not qualified to offer legal advice. Vendor makes no representation or guarantee that translations of contracts, terms and conditions, or other documents of a similar nature will be valid under Danish law. Please consult with a qualified Danish lawyer in case of doubt.