

## Conditions for invoicing via Faktura Danmark.

The conditions are valid as of 01-01-2023.

### Content

1.	Conditions.....	2
2.	Faktura Danmark ApS.....	2
3.	General conditions .....	2
4.	Submissions .....	2
5.	Prices and payments .....	3
6.	Termination of account .....	4
7.	Confidentiality .....	4
8.	Law, Liability and Damages .....	4
9.	Force Majeure .....	5

## 1. Conditions

By creating or submitting, the customer agrees to Faktura Danmark's conditions. Faktura Danmark reserves the right to make changes to the conditions without prior notice. Any dispute arising from this agreement shall be settled in accordance with applicable law.

## 2. Faktura Danmark ApS

Faktura Danmark ApS provides a service for sending electronic invoices to public and private companies in Europe (EAN/GLN recipients). We offer to send paper invoices to postal recipients worldwide. We also offer to send invoices as an SMS. The service is offered as an online service via the website Fakturadanmark.dk. The website is available in Danish and English.

The company is Danish and is subject to Danish law.

To use the service, you must register as a customer with Faktura Danmark. This is done online and is free of charge.

## 3. General conditions

To be able to register as a customer with Faktura Danmark you must be operating in Europe for the purpose of invoicing. A customer is assigned a CVR- SE- P-VAT-number or a personal identity number.

## 4. Submissions

Invoices are submitted to Faktura Danmark at the customer's own risk. A receipt is given for the first submission received.

Payment is per submission or attempted submission. If an invoice cannot be delivered to the recipient due to incorrect data entry, this is considered as an attempted dispatch.

It is always the responsibility of the account holder to ensure that the data entered is

correct and complete. However, data validation for input forms and test routines is used extensively by the system so that dispatch is not possible until data is assumed to be correct.

Submissions can be made via email addresses specific to the service the customer wants. If the invoice is sent to the wrong e-mail address, the price for the requested/ordered e-mail address-specific service will be invoiced. The "invoice" for sending can be either an invoice or a credit note.

Different invoices may be sent in the same file. But separation of these is charged. Each invoice must not exceed 1 megabyte.

Submission by post is done by sending the order to the postal address. Invoices may be sent to different GLN recipients in the same envelope.

Invoices sent by post are the responsibility of the customer. Please refer to Postnord A/S's terms and conditions for domestic letters.

## 5. Prices and payments

The price for each invoice is fixed in accordance with the current price list. Prices are subject to change with 1 months' notice.

The customer must arrange for postage of the submission via the post if this is not done, the customer will be invoiced for the charge for missing postage by PostNord. Invoicing is done monthly with a minimum consumption according to the current price list. The minimum consumption shall not be invoiced if there have been no transactions during the period in question.

Invoicing is subject to an invoicing fee in accordance with the price list.

The invoice is sent to the received invoice indicated CVR/SE/P/VAT number. If it is not possible to find an address based on the CVR number provided, the invoice will be sent to the legal entity indicated on [www.cvr.dk](http://www.cvr.dk). The invoice shall specify the number of invoices issued.

Private customers are billed via the information they have provided at creation.

Payment is due on the 10th day of the month. For automatic payment service, payment is due on the 1st of the month.

In case of non-payment after due date, a statement of account will be sent. Continued non-payment will be subject to a reminder fee with immediate payment. After the 1<sup>st</sup> payment reminder, the service is closed.

Payment terms are subject to change with one month's notice.

In the event of repeated delays in payment, Faktura Danmark may require the customer to register for a payment service or to pay a deposit calculated on the basis of estimated consumption.

If the customer is declared bankrupt, the service is closed immediately and the claim is settled.

## 6. Termination of account

We have no commitment period or subscription. If you no longer wish to use our service, simply stop submitting your invoices.

## 7. Confidentiality

Faktura Danmark has a duty of confidentiality regarding any matter that has not been made public at the customer or at a third party. The duty of confidentiality continues as long as the relationship has not become publicly available.

## 8. Law, Liability and Damages

Faktura Danmark disclaims all responsibility for the accuracy of the content of the invoices sent. Including amounts, VAT calculations, discounts, payment deadlines, etc. Errors in data resulting in non-payment or violation of legislation including GDPR are the sole responsibility of the customer.

However, a credit note, and a new invoice will be sent if the error is caused by Faktura Danmark, at no extra cost.

All received invoices are scanned and stored electronically at Faktura Danmark (until the invoicing is done from Faktura Danmark to the customer), then the OIO-UBL document (OIO-XML document) is stored in NemHandel for up to 5 years according

to Danish legislation. After receipt of invoices, Faktura Danmark is solely responsible for the customer's direct costs of restoring lost data.

Faktura Danmark does not provide compensation for delays in delivery to the recipient.

The Customer is responsible for checking that the status report corresponds with the invoices sent, and for contacting Faktura Danmark immediately in the event of any discrepancies.

Faktura Danmark is not liable for any loss incurred by the customer because of late payment by the invoice recipient. This is a dispute between the customer and his customer.

Faktura Danmark is thus not liable for delay or for operating loss, time loss, profit loss or other indirect losses at the customer, unless these are caused intentionally or grossly negligent.

The total compensation is maximized to an amount corresponding to the customer's scanning turnover with Faktura Danmark within the previous 12 months, however, max DKK 1,000.00 per damage event.

## 9. Force Majeure

Circumstances beyond the control of Faktura Danmark, such as labor disputes, fire, chemical spillage or danger thereof, flood, lightning, power failure or similar supply failure, natural disasters, war or war-like condition, terrorism, bomb threats, seizure, currency restrictions, pandemic, riots and civil disturbances, product shortages, restrictions of motive power and lack of subcontracting, caused by any of the stated circumstances and which cannot be replaced, entail liability for Faktura Danmark.