

Opdateret februar 2026

General Terms and Conditions

“This document is a translation of the Danish version of the General Terms and Conditions. In the event of any discrepancy, ambiguity, or inconsistency between the Danish version and this English translation, the Danish version shall prevail.”

1. Supplier’s services

The Supplier undertakes to provide services within consultancy assistance, software development, and IT operations and support.

2. Supplier’s Liability and Indemnification

The Supplier undertakes to engage project managers and consultants with the necessary and relevant qualifications and to perform its services professionally and competently in accordance with good practice for consultancy, development, error correction, and support within the IT industry. The Supplier warrants that the consultancy services provided do not infringe third-party rights.

The Supplier shall only be liable for direct losses if the Customer substantiates that the Supplier has acted with gross negligence in performing the agreement. The Supplier’s total liability for software or consultancy services shall, in any event, be limited to the remuneration received by the Supplier for the relevant delivery.

The Supplier assumes product liability in accordance with applicable mandatory legislation but assumes no further liability beyond what is strictly required under such legislation. Under no circumstances, including negligence, shall the Supplier be liable for indirect or consequential losses, including loss of operation, loss of profit, loss of business or goodwill, loss of data, or destruction of data.

Any claim shall be submitted in writing without undue delay after the event giving rise to liability was, or ought reasonably to have been, discovered, and no later than three (3) months after delivery of the service giving rise to the claim.

3. Customer’s Participation and Responsibility

The Customer undertakes to provide all necessary information, as well as data, software, computer equipment, and premises required for the Supplier to perform the consultancy services. Where remote access (including VPN, remote desktop, or Citrix) is used, the Customer shall bear all costs related to dedicated equipment and software required as a result of the Customer’s circumstances. The Customer warrants that the agreed services do not infringe any third-party rights.

4. Reporting

Subject to written agreement with the Customer, the Supplier undertakes to keep the Customer informed of the total number of hours worked and any associated costs. Both parties undertake to keep each other informed of any circumstances that may affect the performance or completion of the services.

5. Confidentiality

Both parties shall observe confidentiality with respect to trade secrets and other confidential matters that may become known in connection with the agreement. This obligation remains in force after expiry or termination of the agreement.

6. Ownership and Right of Use

All software and documentation developed by the Supplier under the agreement shall belong to the Customer. The Supplier shall be entitled to use the knowledge and experience acquired in the performance of the services.

Where it becomes necessary to use third-party software and related adaptations supplied by the Supplier, the Customer shall acquire rights in accordance with the terms and conditions of the relevant rights holders.

7. Esri License Agreement/Geoinfo software support

For the delivery and use of any Esri products, the terms of the Esri License Agreement (E204 and E300) shall apply, as set out in the Master Agreements; Products and Services Terms of Use, available [here](#).

All other terms and conditions apply solely to the contractual relationship between the Customer and Geoinfo A/S.

The terms for Geoinfo software support, as well as for expiry and renewal of ArcGIS licences and subscriptions, are available [here](#).

8. Force Majeure

Neither party shall be liable for failure to perform the agreement where such failure is due to circumstances beyond the party's reasonable control. Either party may, however, terminate the agreement if the agreed delivery date is exceeded by more than ninety (90) days as a result of such circumstances.

9. Governing Law and Dispute Resolution

The agreement shall be governed by and construed in accordance with Danish law. Any dispute which the parties are unable to resolve amicably shall be finally settled either by the **Lyngby District Court** or by **The Danish Institute of Arbitration in Copenhagen**, at the election of either party.

10. Personal data

The Customer always undertakes to ensure that no personal data is submitted in connection with support cases (including, but not limited to, screenshots, test data, or similar material).

Screen sharing is frequently used for the purpose of resolving support cases. This does not require the parties to enter into a data processing agreement, as personal data does not leave the Customer's systems.

11. Prices and Payment Terms

For subscription-based service agreements, the applicable subscription fee shall be specified in the individual agreement or the related offer or cover page.

All prices are stated exclusive of VAT and any public charges. The Supplier shall be entitled to adjust prices as follows:

1. Adjustments based on changes to the net price index*. Annual adjustments shall be made at year-end based on Statistics Denmark's published October net price index, subject to a minimum adjustment of 2%.
2. Adjustments resulting from external circumstances, including exchange rates, supply costs, insurance and transport costs, and changes in prices for third-party services. Such adjustments may be made by the net effect of the changes without prior notice.

*Should the net price index be discontinued, adjustments may be made based on another comparable index.

Any positive adjustments, including price reductions arising from the above, shall likewise be implemented without prior notice.

Payment terms are fourteen (14) days from the invoice date. Late payments shall accrue interest at 2% per commenced month. Consultancy services, travel time, and travel expenses are invoiced monthly in arrears, and product deliveries are invoiced upon delivery.