

# General terms and conditions for IDconsult ApS

Last updated 03 January 2024

## 1. General

1.1 The general terms and conditions together with the Partnership offer form the basis of the agreement between IDconsult ApS and The Client.

## 2. Communication

2.1 The Client accepts that communication will happen on the e-mail address [info@idconsult.dk](mailto:info@idconsult.dk)

## 3. Services Provided

3.1 IDconsult ApS shall provide bookkeeping and accounting services to the client as agreed upon in digital writing by both parties.

## 4. Pricing, invoicing and payment

4.1 The fees for the services provided by IDconsult ApS shall be agreed upon in digital writing by both parties prior to the commencement of services.

4.2 IDconsult ApS's prices are exclusive of VAT, other charges and fees. IDconsult ApS reserves the right to adjust prices. Fixed price agreements cannot of course be adjusted. Fixed price agreements only include the services specified in the Partnership Offer. Other services are priced after the time elapsed at the current hourly rate or fixed price agreed upfront.

The customer will be invoiced immediately after entering into an agreement with IDconsult ApS's. The payment deadline will be up to 8 net days, whereby the Customer usually pays in advance of delivery of the Services.

In the event of delayed or non-payment, IDconsult ApS reserves the right to impose interest and reminder fees in accordance with applicable legislation and otherwise pursue his claim. Default interest is a monthly interest of 2%, which is calculated and attributed per beginning of month.

4.3 The customer accepts that invoices and reminders sent per e-mails to the e-mail address provided by the Customer shall be considered delivered when they have been sent by IDconsult ApS. If the Customer does not meet the payment deadline, IDconsult ApS reserves the right to withhold the Services until payment has taken place.

4.4 The customer is not entitled to withhold any part of the purchase price as security for the fulfillment of any counterclaims regarding other services and such withholding will be considered a material breach of the parties' agreement.

## 5. Confidentiality and Non-Disclosure

5.1 IDconsultApS agrees to keep all information related to the client's business and financial affairs confidential and shall not disclose such information to any third party without the client's prior written consent.

5.2 The client agrees that they will not disclose any information related to the services provided by IDconsultApS with any third party without the prior written consent. This clause shall survive the termination.

## **6. Storage of materials and customer information**

6.1 Materials received from the Customer and IDconsult ApS's own working papers are stored on the basis of the Bookkeeping law (Bogføringsloven) for 5 years after the end of the financial year in question or 5 years after the end of the business relationship between IDconsultApS and the Customer on the basis of the Money Laundering Law (Hvidvaskloven). If possible, the information is stored digitally. IDconsultApS cannot be held responsible for the Customer's failure to store such products/materials.

## **7. Liability**

7.1 IDconsultApS shall not be liable for any loss or damage arising from the services provided to the client, including any errors or omissions in the accounting statements. The client agrees to indemnify and hold the professional accountant harmless from any and all claims, liabilities, damages, costs and expenses arising from the services provided by IDconsult ApS.

## **8. Termination**

8.1 Either party may terminate this agreement at any time by giving written notice to the other party. Upon termination, IDconsult ApS shall promptly return all documents and information related to the client's business and financial affairs.

## **9. Governing Law**

9.1 Any disputes arising from this agreement shall be resolved in accordance with the Danish laws. IDconsult's ApS designated lawyer is to resolve any disputes between the parties. Any failure of this agreement can force legal action.

**IDconsult ApS**

**CVR: 43629387**

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**Web: [www.idconsult.dk](http://www.idconsult.dk)**

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