

# Services & Assistance - Ongoing contracts (outside the BHT basic package)

This agreement applies to services and consultations and falls outside any "Statutory BHT connection" and is entered into between:

Dr.Dropin BHT AS (Hereinafter referred to as Dr.Dropin Bedrift), org. No. 927 103 036, and

The customer, as specified and accepted in [www.app.dealbuilder.io](http://www.app.dealbuilder.io)

## 1. THE SERVICE AND SCOPE OF THE AGREEMENT

Dr.Dropin Bedrift assists companies with HSE and health-related services. This includes, but is not limited to, the services that are available at all times on Dr.Dropin Bedrift's website: [www.bedrift.drdropin.no](http://www.bedrift.drdropin.no)

The Customer is responsible for ordering services and Dr.Dropin Bedrift is responsible for the execution of ordered services.

## 2. PRICES AND PAYMENT TERMS

The customer pays the current prices for the Service provided by Dr.Dropin Bedrift. Unless otherwise expressly stated, all prices are quoted exclusive of

value added tax and other public charges. Most services are not currently covered by VAT. For the services that are included, this will be in addition to the prices stated.

All agreements and services are invoiced in arrears unless otherwise agreed in writing. The invoice is issued with a 15-day payment deadline.

We strive to deliver many of our services digitally, for any company visits we reserve the right to invoice travel time at 50% of the current hourly rate.

Travel time is calculated from the nearest local office or from the nearest local airport/city.

Work beyond normal working hours (08.00-16.00) is billed at 50% in addition to the current hourly rate at all times.

### **3. DURATION AND TERMINATION**

The duration of the agreement runs from the time the agreement is concluded, unless another start date has been agreed. The agreement can be terminated at any time, but there is no refund or possibility to withhold amounts for services that have begun.

### **4. SATISFACTION GUARANTEE**

We at Dr.Dropin Bedrift want satisfied customers and therefore offer a satisfaction guarantee! We go to great lengths so that you as a customer will always feel secure about our competence, delivery and quality. If you are not satisfied, you can contact Dr.Dropin Bedrift within 30 days of the incident occurring, and we will take care of the rest. We always offer free corrections and if we do not agree after this, you will get the money for the service back.

## **5. MARKETING**

By approving this agreement and these terms and conditions, the Customer accepts that a newsletter/information letter is sent out in accordance with the Marketing Act §15, third paragraph on "existing customer relationships. If the Customer wishes to unsubscribe from the service, this can be done via the unsubscribe link at the bottom of the letter.

The customer also accepts usage of their logo and name on Dr. Dropin Bedrift's website. Dr. Dropin Bedrift will not use logo or name actively in marketing without the prior approval of the Customer, but may, if they wish, use their name and logo on the website. Dr. Dropin Bedrift also reserves the right to use the Customer's name and logo in various sales presentations.

## **6. DUTIES AND RESPONSIBILITIES**

The customer undertakes to arrange the conditions in the business for assignments, services and practical reviews with personnel from Dr.Dropin Bedrift. In the event of a breach of agreement which results in significant delays, additional work or costs for Dr.Dropin Bedrift and their partners, this may be invoiced to the Customer at the applicable hourly rates at any given time.

Agreements that are canceled by the Customer less than 48 hours before the agreed activity is to be carried out, will be registered as delivered and the Customer cannot claim a refund for this.

Where Dr.Dropin Bedrift's own special conditions deviate from this Agreement or the parties have made other agreements in writing in accordance with the written requirement, these will take precedence.

**Dr.Dropin Bedrift undertakes to deliver the service in line with what was agreed and to ensure that the service is delivered in accordance with the requirements set out in accordance with the applicable law and regulations.**

**If Dr.Dropin Bedrift is prevented from meeting or carrying out the service, a new agreement for carrying out the service must be drawn up as soon as possible.**

## **7. CONFIDENTIALITY**

**If nothing else follows from this agreement, information that the parties become aware of in connection with the agreement and the implementation of the agreement shall be treated confidentially and not made available to outsiders without the consent of the other party.**

**Confidentiality according to this provision does not prevent the disclosure of information that is required to be presented in accordance with mandatory requirements in law or regulations. If possible, the other party must be notified before such information is provided.**

**The obligation of confidentiality does not prevent the information from being used when no legitimate interest dictates that it be kept secret, for example when it is generally known or is generally available elsewhere.**

**The parties must take the necessary precautions to ensure that unauthorized persons do not gain access to or become aware of confidential information. The duty of confidentiality applies to the parties' employees, subcontractors and third parties who act on the parties' behalf in connection with the implementation of the agreement.**

**The obligation of confidentiality also applies after the agreement has ended. Employees or others who resign from their service with one of the parties shall**

be subject to a duty of confidentiality also after the resignation regarding matters as mentioned above.

## **8. PRIVACY AND DATA PROCESSING**

Healthcare providers are required to follow guidelines to take care of documentation relating to record keeping and the time and place of the consultation. If you wish to delete information, the information will only be made available to the person who is medically responsible.

We refer to our page on Privacy and cookies:

<https://drdropin.no/personvernerklaering> for detailed information on how we process your personal data.

## **9. DEFAULT**

The person who wants to claim that the agreement has been breached must complain in writing to the other party without undue delay after the person concerned became or should have become aware of the breach.

In the event of payment default, Dr.Dropin Bedrift has the right to stop further work, consultation and communication until payment has taken place. In the event of non-payment that extends beyond the deadlines stated in the agreement, Dr.Dropin Bedrift will be able to terminate its part of the agreement and still be able to collect the sum resulting from it.

## **10. DISPUTES**

Any disputes must be resolved through negotiations, and if the negotiations do not lead to progress, the matter can be taken to the district court.

In the event of a dispute between the Customer and Dr.Dropin Bedrift, matters regulated in this agreement can be brought before the Oslo District Court. Any liability for damages is always limited upwards to the contract value.

Complaints must be submitted no later than 2 months after the relationship became known to the Customer or Dr.Dropin Bedrift, or no later than 1 month after it has been demonstrated through communication/meetings that there is a disagreement.

## **11. MODIFICATION OF THE TERMS**

Dr.Dropin Bedrift can change the terms of this agreement. In the event of major changes that Dr.Dropin Bedrift considers to be significant, the Customer will be notified in writing by email about changes no later than 30 days before they come into force.

If the Customer objects to these changes, the Customer has the right to terminate the Agreement with a claim for reimbursement for the part of the service that has not yet been delivered. The termination by the Customer must be in writing.

Dr.Dropin Bedrift's terms will always be updated at this address:

<https://bedrift.drdropin.no/avtalevilkar>