

Terms and conditions

1. The following terms and conditions apply from 1 February, 2024.

Definitions:

Client: Encompasses Payer and/or injured party.

Requester: The party hiring Recover to perform a given task or service.

2. General terms and conditions

2.1. Unless there is a basis of contract in writing prior to Recover's commencement of the agreed service(s), these terms and conditions shall apply to all services and functions: including urgent, planned and additional work which Recover are asked to perform by the Client and or the Requester.

2.2. Recover reserve the right to change these terms and conditions without notice. The terms and conditions in force at the time in question and available on www.recover.dk apply between the parties.

3. Prices

3.1. Unless otherwise agreed in the form of an offer accepted in writing or a written agreement, Recover's price list in force at the time in question applies. Ordered or required additional work and waiting time which is not mentioned in an accepted offer is billed at current list price or at clearly agreed prices in the existing collaboration/emergency or framework agreement.

3.1.1. Tasks that are not in the offer are carried out at the lowest cost, i.e. billed according to time spent, personal protective equipment used, machines used, materials used, funds, driving, parking fees, etc. and associated subcontractors, unless otherwise agreed in writing prior to commissioning.

3.2. Unless otherwise has been specifically stated in the submitted offer, estimate or similar, the tender validity period for Recover is 20 days from when the offer is sent to the recipient.

3.3. Call-out fees are charged for urgent tasks where Recover are called for immediate assistance, cf. the current price list or a written agreement previously entered into.

3.4. For tasks concerning cleaning, decontamination and disinfection etc. of pollution, dangerous substances, faeces, blood, collisions, people found dead, suicide, accidents involving bodily harm and the like, personal protective equipment and special hourly rates will be billed for in addition to normal hourly rates. Refer to the sector working council guidelines and collective agreements.

3.5. Overtime premium is billed by time spent, although with regard to the current collective agreement by a minimum of 2.5 hours for emergency callouts outside normal working hours.

3.6. Normal working hours for Recover are defined as follows:

Monday to Thursday: 07:00-15:00

Friday from 07:00 to 14:30.

Overtime applies outside this period, as well as on Saturdays, Sundays and holidays acc. to the rates as specified in the current Recover price list.

All offers are assumed to be carried out within normal working hours, unless otherwise explicitly stated in the offer sent to the Client.

3.7. On callouts, as well as tasks that last for more than 10 hours, Recover may charge for catering 1:1 acc. to current collective agreement.

3.8. If Recover's employees are unable to return home to their own residence every day, Recover may charge for subsistence and accommodation acc. to current tax rules on this.

3.9. Prices for transportation and time spent will always be calculated from the nearest centre. When using subcontractors, the price is calculated from said subcontractors' supply location, at their list prices, as well as any additional charges for bridges, ferries and the like. Payment takes place in accordance with the current terms and conditions of the subcontractor, unless otherwise agree in writing with Recover.

3.10. For tasks and orders which Recover perform wholly or in part through subcontractors, the subcontractors' current list prices apply, unless otherwise agreed prior to commencement. If Recover invoices for subcontractor services cf. the invoice, a subcontractor fee will be added to the invoice in accordance with the current price list for covering the administrative costs associated with handling these services.

3.11. Unless otherwise agreed, time spent on exercises and the like, specially required training and client-specific security clearance of Recover employees are paid for by the client. The client will bear the cost of training and time spent for Recover's personnel in this regard.

3.12. For subscriptions, payment for VIP agreements, Priority Value Rescue, operation control centre-connection, Emergency agreements etc., reference is made to agreements entered into between Recover and the Client.

3.13. In the event of a multi-damage situation such as cloud burst, storm and storm surge, the invoice can be supplemented with an additional separate multi-damage charge without further notice. This additional charge covers extra expenses, which Recover briefly may experience in order to reduce waiting times and ensure the greatest possible salvage of values of aggrieved parties, for example for control centre scaling, extra crew on call, transport costs for crew from other regions such as Norway and Sweden as well as hotel and catering costs due to the event.

3.14. Prices are adjusted annually on 1 January and are always stated excl. VAT. Hourly rates, call-out fees and subscriptions are adjusted acc. to the current collective agreement of 3F. Machinery, tools and materials are adjusted acc. to the net price index for domestic supply of goods (Statistics Denmark, PRIS1115). The mileage rate is adjusted according to the index from drivkraftdanmark.dk and warehousing according to Statistics Denmark's rent index for commercial properties.

3.15. If, during the contract period, changes are made to the actual costs, e.g. as a result of statutory circumstances or collective agreements, remuneration/price is regulated accordingly.

3.16. If Recover experience sudden or severe increases in the prices of fuel, materials and the like, Recover reserve the right to adjust their prices accordingly. An example of this can be the introduction of a Temporary Energy and Fuel Surcharge covering the additional costs associated with unexpected price increases.

3.17. To cover equipment insurance, 5.17% of the gross rental cost of equipment is currently paid. To all invoice amounts, an environmental contribution of 4.9% is added.

4. Terms of payment

4.1. Unless otherwise agreed in writing prior to an order, payment terms are 8 days net. If the last timely payment date falls on a holiday or weekend, payment must be effected so as to be available in Recover's account on the last business day before the payment date.

4.2. The Client is obliged to state any requisition number, damage number, work order no. or other reference, on time and without undue delay, to Recover, if this is to be indicated on the invoice. The absence of this does not entitle the Client to withhold or defer the payment in whole or in part.

4.3. To the extent this is possible, billing is done within 21 days after Recover have closed the case and any subcontractors' invoices associated with the task have been received.

4.4. Recover can partially invoice for claims where Recover's remuneration is expected to exceed DKK 25,000 and/or the delivery is expected to extend beyond 30 calendar days.

4.5. If payment is not made, Recover will add interest from the due date, corresponding to 1.5% per month or part thereof.

4.6. For payment reminders, a fee is charged in accordance with applicable legislation.

4.7. Any discounts and bonuses lapse or are withheld if the Client fails to pay in due time.

5. Authority to bind for Recover

5.1. Unless otherwise agreed prior to emergency calls for damage service tasks, Recover have authority to bind the company in the performance of damage prevention measures (phase 1) up to DKK 50,000 without further approval from the Client/injured party/requestor. Possible future coverage through the Client's insurance company is of no relevance to Recover.

6. Recover's obligations

6.1. As a minimum, Recover are required to deliver the ordered services/tasks in accordance with applicable industry regulations and practices. For damage service, refer to Insurance & Pension Denmark's guide "Bekæmpelse af følgeskade efter brand" (Fighting consequential damage by fire), as well as for construction projects AB18 or later.

6.2 Recover are a member of SBA, (The Service Industry's Employers' Association) under The Confederation of Danish Industry, and audited in accordance with the Service Standards, and are thus obliged to comply with the seven standard requirements regarding financial certificates, quality, environment, occupational health, personnel policies, education and subcontractors. See more at www.sba.di.dk or www.seriosservice.dk.

6.3. Recover must always, to the best of their ability, safeguard the Client's assets, including movable property, access keys and cards, etc.

6.4. Recover exclusively offer a delivery guarantee for contract clients who have entered into an Emergency and/or Collaboration Agreement, or if this is expressly stated in the submitted and accepted offer or agreement. Therefore, Recover will always serve contract clients prior to non-contract clients in the event of situations involving multiple damages and the like.

6.5. Recover are not liable for defects in relation to execution attributable to normal wear and tear, use and the like.

7. Termination

7.1. Recover may terminate all agreements with a client with two months' notice, unless otherwise agreed in writing.

8. The Client's obligations

8.1. On a timely - and ongoing - basis, the Client must inform Recover of all matters affecting the performance of the task, including health and safety, security, delays etc. Any additional costs incurred as a result shall be borne by the Client.

8.2. The Client must, without undue delay, contact Recover if errors or defects in the agreed delivery are identified. Alleged defects prompted by Recover must be duly documented by the Client.

8.3. Recover are entitled and obligated to remedy errors and defects, once the parties have determined Recover's liability and share. Thus, the Client may not hire another Contractor to remedy an alleged error or defect without the consent of Recover.

8.4. The Client/Requester may not cut power, prevent drainage or remove, move or switch around Recover's equipment at the site of damage without the consent of Recover. Any costs related to consequential damage or theft resulting from this will be imposed upon the Client. The same applies if a claim process is discontinued without the knowledge of Recover.

8.5. Upon request, Recover must always be given access to their equipment, machines, tools, resources and materials related to a damage event without undue delay.

9. Confidentiality

9.1. Both during and after the performance of the task, Recover's employees and the Client's employees are subjected to a duty of confidentiality regarding, respectively, the Client's and Recover's work methods and production, as well as other confidential matters which, respectively, Recover's employees or the Client's employees may acquire knowledge of with the Client or Recover.

10. Force Majeure

10.1 In case of force majeure, Recover's obligations regarding entered agreements and jobs are suspended. Among other things, force majeure applies in the following situations: Direct or indirect consequences of a natural disaster, floods, war, government intervention, import or export restrictions, strikes and lockouts ((official), as well as unofficial), fire, flood, supply shortages, pandemics and epidemics.

10.2. If the force majeure situation does not cease within a reasonable time, each party is entitled to terminate the agreement with 30 days' written notice.

10.3. Force majeure must be invoked in writing to the other party and without undue delay.

10.4. The parties agree how ongoing work should be finished. Recover are entitled to payment for work already carried out, regardless of whether the work is interrupted before the agreed time or the possible inconvenience of the Client due to the interruption and any change of contractors.

10.5. The SKAFOR guarantee in F&P's guidance of a maximum of one hour response time and attendance at the injury site shall also be suspended in the above cases.

11. Insurance and Compensation

11.1. Recover have taken out commercial and product liability insurance of NOK 50 million for personal injury and property damage. The professional liability insurance covers only damages caused by negligence of Recover under Danish law.

11.2. Recover will not cover damages, malfunctions or defects caused by, or arising from, work performed under the (absence of) instructions and information from the Client or their advisor, including, but not limited to, erroneous building solutions/drawings, which subsequently trigger requirements for corrective action by Recover.

11.3. Unless it is specifically agreed between the Client and Recover in an offer or engagement letter that Recover assume an advisory obligation towards the Client, Recover are not liable for errors or omissions attributable to advice and recommendations from Recover or their subcontractor to the Client. It is the responsibility of the Client to seek the advice of appropriate/relevant consultancy companies, why Recover cannot be held liable for recommendations, advice or similar, both written and oral.

11.4. In connection with damage service work, demolition and restoration, where Recover damage the client's property contents, property, or parts thereof, these are replaced acc. to current insurance practices. I.e. differences (age, wear and patina) between the damaged and undamaged assets in a context do not entitle the Client to compensation for anything other than what has actually been damaged.

11.5. Loss of profits or other indirect loss is not compensated for.

11.6. Under no circumstances can Recover's liability to the Client exceed DKK 5 million per damage per calendar year, regardless of whether the liability is based on claims in or outside the contract which may be caused by a completed task or delivery.

11.7. Recover cannot be held liable for work performed by an independent third party, unless Recover have expressly assumed responsibility in submitted offers or in written agreements prior to the commissioning of the agreed work/delivery.

11.8. The policy also includes drone flying.

11.9. Recover have taken out theft insurance for equipment. However, the Client must actively - or in consultation with Recover, perform/initiate or accept necessary preventive measures and precautions at sites of injury/assignment locations which prevent theft from Recover and their partners, as this is not covered by insurance.

11.10. Simple theft from Recover at Clients' properties or leases, where adequate security has not been implemented, is compensated by the Client or the Client's insurance company at replacement value, and with no reduction for use and depreciation until the date of the theft.

11.11. Claims or complaints must be issued in writing to Recover without undue delay and no later than 14 days after the injury, defect or deficiency has been identified. Omitted or delayed contact can mean that Recover reject claims and defects completely or partially. It falls to the Client to prove the claim and the documented loss caused by this.

10.12. Correction of deficiencies, as well as replacement work prompted by Recover's liability and which is to be carried out by another party can only be initiated following written acceptance from Recover if a clear description of extent/replacement overview of damage and defects has been received prior to this, as well as an offer or estimate of repair costs prior to the correction that capitalises the costs for remedy.

11.13. The Client will provide the required number of keys/access cards upon receipt. Should Recover employees lose the keys/access cards handed out, Recover will compensate the Client for the cost of reproduction of the lost keys/access cards, but for no other damages or losses suffered by the Client. Reconfiguration/replacement of locking systems is not compensated.

12. Breaches

12.1. If the Client breaches agreements, or the sales and delivery conditions in force at the time in question, such a breach allows Recover to terminate/interrupt initiated tasks without further notice, collect any supplies, and send the assigned personnel home at the Client's expense and otherwise rescind any agreement with the Client.

12.2. Recover reserve the right to claim damages or compensation as a result of unplanned interruption of the agreed work, e.g. billing for time spent and transport when cancelling emergency calls or for driving/surveys etc. performed in vain.

13. Limitation of consequential damage

13.1. If Recover are called out for urgent damage control after a storm, burglary, vandalism, fire and water damage etc., also called Phase 1 work, Recover will only perform damage control in accordance with the client's instructions and framework conditions under the current collaboration agreement, as well as Sections 52 and 53 of the Insurance Contracts Act for insured damages.

13.2. Cordoning and security after, for instance, burglary, storm and fire takes place in accordance with current practices and guidelines. See for example www.sikringsguiden.dk.

13.3. Covering of building envelope after storm etc. is only considered a temporary cover. Thus, the Client is obliged to seek to have the damage repaired permanently without undue delay. Consequential damage, or new damage to buildings, equipment, assets and contents in general, as a result of new weather situations that destroy the temporary cover is no concern of Recover's. If Recover are asked to reestablish a temporary cover, this is considered to be a new task.

13.4. In case of water damage and the like, Recover can perform simple destructive measures to safeguard against further damage, just as water is collected or diverted to the extent necessary to limit overall damage cost.

13.5. If Recover damage service tasks in connection with emergency calls are subsequently rejected by the associated Insurance Company as fully or partially covered by insurance, the Requester is obligated to cover the invoice/costs 1:1 for work carried out.

13.6. If the Client wants a dehumidifier or other equipment to be removed, before Recover have notified of completion, any risk of further consequential damage, such as mould, is no concern of Recover's in any respect. Thus, Recover cannot be held liable for the costs associated with the Client's request to interrupt or finish the matter before the final conclusive report from Recover, if new damage is discovered subsequently.

13.6. For graffiti - unless otherwise agreed - free access to water (max. 40 metres) and max. 40 metres to the outermost cleaning location from the vehicle must be provided. In order to ensure satisfactory work, the temperature has to be min. +10 degrees. Graffiti should max. be 20 days old in order to avoid the risk of shadows etc. Reservations are made for underlays, formerly cleaned/damaged as well as possible shadows from special colours etc.

14. Mould

14.1. For simple mould damages, Recover rectify and advise the Client regarding remedying of the damage without the use of external consultants. Complicated mould damages are only handled by Recover with the assistance of independent counsel, why Recover assume no responsibility for advisory. The decision of whether mould damage can be considered simple or complex is made solely at the discretion of Recover. Therefore, the Client is recommended to seek out the necessary neutral advice prior to the clean-up of mould.

15. The EU General Data Protection Regulation

15.1. Recover undertake to comply with laws on the protection of personal data, acc. The EU General Data Protection Regulation.

15.2. To the extent necessary, Recover stores relevant personal data relating to the cases which Recover have been requested for, either by phone or electronically.

15.3. All calls made to Recover's control centre at the assigned VIP numbers, Recover's main number and the like, are recorded and stored for 12 months as documentation for hiring Recover.

15.4. Any sensitive personal information received from the Client, or from third parties about the Client, is processed in accordance with Recover's privacy policy, which can be found on the website www.recover.dk

15.5. If Recover act on behalf of a third party, e.g. a housing association, insurance company or the like, it is the sole responsibility of said third party to inform injured parties/clients about their right to have their data deleted.

16. Disagreements and disputes

16.1. If the Client cannot accept a submitted invoice, the Client must, without undue delay, immediately submit a written complaint to Recover.

16.2. A dispute shall not entitle the Client to, fully or partially, withhold payment, just as there can be no offsetting without a credit note received from Recover.

16.3. Any order and agreement concluded between Recover and the Client is governed by Danish law, although not Danish law which refers to foreign law. Claims arising from this agreement can only be made at the Copenhagen City Council.