

Basic terms and conditions

for the procurement of software, maintenance and support

Version 8.1

1. INTRODUCTION

The "Buyer" means the Danish Ministry of Defence Acquisition and Logistics Organisation (DALO). The "Supplier" means the supplier of the Deliverables supplied under the agreement. The "Manufacturer" means the party that has the intellectual property rights to the Deliverables, including the software to be supplied to the Buyer. The "Deliverables" means software, maintenance, support and related services that the Supplier is obliged to deliver to the Buyer under the agreement.

The agreement consists, collectively, of the purchase order or the Buyer's acceptance by e-mail of the Supplier's offer, the Supplier's standard terms, if any, the Manufacturer's license terms and these basic terms and conditions.

In case of discrepancy:

- The Manufacturer's license terms shall take precedence over the purchase order/the Buyer's acceptance by e-mail of the Supplier's offer;
- The purchase order/the Buyer's acceptance by e-mail of the Supplier's offer shall take precedence over these basic terms and conditions; and
- these basic terms and conditions shall take precedence over the Supplier's standard terms, if any.

Irrespective of the above, however, the provisions in these basic terms and conditions on CSR, see section 4, on vulnerabilities, cyber-attacks and security, see section 5, and on applicable law and venue, see section 7, shall at any time take precedence over the Manufacturer's license terms.

2. CONFIDENTIALITY

The Supplier shall treat all information related to the agreement as commercially confidential and shall not publish or in any other manner disseminate information to the public or to any third parties with the exception of information disclosed to subcontractors for the purpose of performing the agreement, see section 6.

3. PAYMENT

The Buyer shall pay all invoices no later than 30 (thirty) calendar days after the Supplier's electronic submission of an invoice, provided that the invoice in question contains all the relevant information.

Any payment made by the Buyer shall not limit the Buyer's right to claim defects or delays or to otherwise exercise any of its remedies under the general rules of Danish law.

The Supplier may issue an invoice when the Supplier has delivered the Deliverables free of defects in accordance with the Agreement. Invoices shall be submitted to:

Forsvarsministeriets Regnskabsstyrelse
(Danish Defence Accounting Agency)
Arsenalvej 55
DK-9800 Hjørring
Denmark

3.1 Supplier with a Danish business registration (CVR) number

In accordance with the Order on Electronic Invoicing of Public Authorities, the Supplier shall submit invoices electronically (e-invoicing) and comply with applicable e-invoicing requirements.

The invoice shall comply with a number of requirements laid down in section 57(1) of the Order on Value Added Tax (momsbekendtgørelsen).

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Electronic invoicing address (EAN number)
- c) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- d) Date of issue/invoice date
- e) Consecutive invoice number
- f) The seller's business registration (CVR) number
- g) The seller's name and address
- h) The Buyer's name and address
- i) The quantity and type of the products/services supplied
- j) The date on which the delivery of the products/services was carried out/completed if the date is different from the invoice date
- k) VAT base
- l) Applicable VAT rate
- m) Total VAT amount payable

If the invoice has not been received, the invoice has not been sent electronically, or does not meet the above requirements or applicable e-invoicing requirements, payment shall be deferred until the relevant information is received.

Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

The Danish Business Authority's website provides [guidance](https://virk.dk/myndigheder/stat/ERST/selvbetjening/NemHandel_Fakturablanket/Vejledning-Nemhandel-Fakturablanket/) on the invoice form:

(https://virk.dk/myndigheder/stat/ERST/selvbetjening/NemHandel_Fakturablanket/Vejledning-Nemhandel-Fakturablanket/),

The company [guide](https://virksomhedsguiden.dk/content/ydelser/hvader-e-fakturering-og-hvornaar-skal-du-brugedet/2edbbe11-6c48-4306-b42f-023b6dd6c0e8/) contains requirements for e-invoicing:

(<https://virksomhedsguiden.dk/content/ydelser/hvader-e-fakturering-og-hvornaar-skal-du-brugedet/2edbbe11-6c48-4306-b42f-023b6dd6c0e8/>).

The invoice shall be submitted in OIOUBL or PEPPOL format. Further information is available at:

<http://oioubl.info/classes/da/index.html>

<https://peppol.org/documentation/technical-documentation/post-award-documentation/>

If the invoice is sent via a scanning agency, it is still the Supplier's responsibility that the invoice complies with the applicable e-invoicing requirements.

Forsvarsministeriets Regnskabsstyrelse (Danish Defence Accounting Agency) will reject invoices that do not comply with the applicable e-invoicing requirements.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

3.2 Supplier without a Danish business registration (CVR) number from EU countries

The Supplier shall submit invoices in PEPPOL or PDF format. Invoices in PDF format shall be sent to both FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-SC-IMPORT@MIL.DK. Invoices in PEPPOL format shall only be sent to FMI-KTP-SC-IMPORT@MIL.DK.

The invoice shall comply with a number of requirements laid down in section 58 of the Order on Value Added Tax (the VAT Order).

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Electronic invoicing address (EAN number)
- c) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- d) Date of issue/invoice date
- e) Consecutive invoice number
- f) The seller's business registration (CVR) number
- g) The seller's name and address
- h) The Buyer's name and address
- i) The quantity and type of the products/services supplied
- j) The date on which the delivery of the products/services was carried out/completed if the date is different from the invoice date
- k) The Buyer's business registration (CVR) number
- l) Zero ratet, free of VAT eller reverse charge
- m) Reference to national VAT Act or Directive

If the invoice has not been received or does not meet the above requirements, payment shall be deferred until the relevant information is received. Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

3.3 Supplier without a Danish business registration (CVR) number from countries outside the EU

The Supplier shall submit invoices in PEPPOL or PDF format. Invoices in PDF format shall be sent to both FRS-KTP-KRE-INVOICE@MIL.DK and FMI-KTP-SC-IMPORT@MIL.DK. Invoices in PEPPOL format shall only be sent to FMI-KTP-SC-IMPORT@MIL.DK.

Invoices shall as a minimum contain:

- a) Agreement number if relevant
- b) Purchase Order number and/or recipient of invoice (the recipient's e-mail address)
- c) Date of issue/invoice date
- d) Consecutive invoice number
- e) Payment details
- f) The seller's name and address
- g) The Buyer's name and address
- h) The quantity and type of the products/services supplied
- i) The date on which the delivery of the products/services is carried out/completed if the date is different from the invoice date
- j) The name of the bank
- k) The bank's registration number (Routing Number/ ABA number)
- l) Account number
- m) Swift/BIC address
- n) IBAN (to countries with IBAN)

If the invoice has not been received or does not meet the above requirements, payment shall be deferred until the relevant information is received. Nor shall interest be claimed until a correct invoice has been received and the payment deadline for that invoice has been exceeded.

Further information or requests regarding payment, e.g. credit notes, reminders, bank statements, etc., may be sent by e-mail to FRS-KTP-KRE@MIL.DK.

4. CSR

In the performance of its obligations under the agreement, the Supplier, and any subcontractors contributing to the performance of the agreement, shall comply with the requirements concerning labour clause, corporate social responsibility (CSR) and international sanctions, as described on the Buyer's CSR webpage.

The CSR Requirements which appear on the Buyer's CSR website on conclusion of the agreement, is thus included as an integral part of the agreement

Buyer's CSR webpage:

<https://www.fmi.dk/en/sus/corporate-social-responsibility/csr-in-current-agreements/csr-requirements-in-dalo/>

5. VULNERABILITIES, CYBER-ATTACKS AND SECURITY

To the extent that, on conclusion of the agreement, the Supplier is or during the term of the agreement becomes aware thereof, the Supplier shall inform the Buyer of all known:

- a) vulnerabilities in the software that is part of the Deliverables, and/or new versions and releases;
- b) attempted cyber-attacks on the software that is part of the Deliverables, and/or new versions and releases where software and/or new versions and releases are in fact compromised, e.g. by hacking; and
- c) cyber-attacks that the Supplier or subcontractors have been exposed to where the firewall has been broken down.

The Supplier shall at any time comply with the Buyer's security requirements. In this context, it is a precondition that the Supplier and/or the Manufacturer complies with the necessary security clearance prior to their access to the Buyer's IT systems or the Buyer's physical premises.

6. USE OF SUBCONTRACTORS

The Supplier is entitled to use subcontractors, e.g. Manufacturers, for the performance of the agreement, unless otherwise agreed in writing.

The Supplier shall inform the Buyer of the name, contact details and legal representative of any subcontractor(s) directly involved in the performance of the agreement. The Supplier shall provide such information prior to commencing the performance of the agreement if the subcontractor(s) are known at that time. In other instances, the information shall be provided as soon as possible and in any case prior to the subcontractor's performance of any part of the agreement.

Irrespective of the Supplier's use of subcontractors, the Supplier shall be liable to the Buyer for all obligations under the agreement.

The Supplier shall ensure that subcontractors undertake to comply with conditions and obligations equivalent to those undertaken by the Supplier with respect to the Buyer.

7. APPLICABLE LAW AND VENUE

Any disputes arising out of or in connection with the agreement shall be governed by Danish law, substantive as well as procedural, however excluding the Danish choice-of-law rules and the United Nations Convention on the International Sale of Goods (CISG).

Any dispute as mentioned above, including any disputes regarding the existence, validity or termination of the agreement, shall be settled by the Danish ordinary courts of justice.