



TERMS OF TRADE

General terms of business

These terms apply to all agreements between gramflows and the customer for the delivery of hosting, service agreements, Webmanager packages, prepaid hour bundles, automation and AI solutions, search engine optimisation and other consulting services.

VERSION

v2.1

VALID FROM

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ISSUED BY

gramflows

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01 /

General provisions

The framework for the business relationship between gramflows and the customer. Who the agreement applies to, what is delivered, and how the concepts in the terms are to be understood.

Preamble and scope of application

These terms of trade govern all agreements between gramflows (Reg. No.: CZ7309231259, Belehradská 858/23, 120 00 Prague, Czech Republic) and the customer.

The terms apply to all services delivered by gramflows unless otherwise agreed in writing between the parties.

B2B only

gramflows delivers solely to business customers (companies, freelancers, associations and similar legal entities). Consumer protection legislation — such as the Danish Consumer Contracts Act, the E-commerce Act and other consumer-protective rules — therefore does not apply to agreements under these terms.

gramflows may amend the terms with 30 days' written notice to the customer. Minor editorial changes (clarifications, typos, formatting changes) may be made without notice. The version in force at any given time is always available at gramflows.com/ahb.

Definitions

- **The Agreement:** The overall agreement between gramflows and the customer, consisting of these terms of trade, the specific quote, order confirmation or SOW, and any appendices.
- **The Service:** The service(s) gramflows delivers under the Agreement.
- **The Customer:** The legal entity that has entered into the Agreement.
- **Subscription:** An ongoing service with periodic invoicing — typically half-yearly or annually.
- **One-off service:** A defined project or deliverable with a fixed or estimated price.
- **Prepaid hour bundle (klippekort):** A prepaid pool of hours for consulting tasks.
- **SOW:** Statement of Work — a specific project description with scope, deliverables and schedule.
- **DPA:** Data Processing Agreement, available at gramflows.com/dpa.

Services and deliverables

gramflows delivers the following types of services:

- **Hosting** — managed cloud hosting of websites and webshops.
- **Service agreements** — ongoing operation, updating and backup of WordPress installations.
- **Webmanager packages** — ongoing consulting services at a fixed monthly price, delivered within normal working hours.

- **Prepaid hour bundles** — a prepaid pool of hours with no expiry date.
- **One-off projects (SOWs)** — defined projects with their own scope and delivery plan.
- **Automation and AI solutions** — unique, customised solutions based on platforms such as Make.com and n8n, as well as AI models from OpenAI, Anthropic and others.
- **SEO, GEO, AIO and local search optimisation** — ongoing or project-based optimisation for classic search engines, generative AI search engines and local search results (Google Business Profile, Map Pack).
- **Consulting services** — ad hoc work at an hourly rate.

The specific deliverables, scope and price are set out in the concluded quote, order confirmation or SOW.

02 /

Prices, payment and invoicing

How prices are set, when payment falls due, and how prices are adjusted over time. Including hourly rates, prepaid hour bundles and inflation indexation.

Prices, invoicing and payment

Prices and currency

All prices are stated in Danish kroner (DKK) excluding VAT, unless otherwise specified.

VAT — reverse charge and place of supply

gramflows is established and VAT-registered in the Czech Republic.

Services to customers established in the Czech Republic are invoiced with Czech VAT (DPH) at the Czech rates in force at any given time.

Services to VAT-registered businesses in the EU outside the Czech Republic are invoiced without VAT under the reverse charge rules, cf. Articles 44 and 196 of the VAT Directive. The place of supply is the country in which the buyer is established, and the buyer accounts for the VAT itself under the rules of its own country. The buyer must provide a valid EU VAT number, which is verified in VIES.

Services to business customers outside the EU are invoiced without VAT, as the place of supply is outside the EU (outside the scope of VAT).

If gramflows is subsequently required to pay VAT because of an invalid or missing VAT number from the buyer, this amount is re-invoiced to the buyer.

Payment terms and payment methods

The payment term is 8 days net from the invoice date, unless otherwise agreed in writing. Payment is made by bank transfer or automatic card payment via a payment provider. For subscriptions, automatic card payment is the default.

Non-payment

In the event that the payment deadline is exceeded:

- A first reminder is sent 10 days after the due date.
- A second reminder is sent 20 days after the due date.
- 30 days after the due date, gramflows may suspend the customer's services without further notice and refer the claim to debt collection.
- Suspension does not entail any refund or extension of the subscription period.
- **Reactivation after suspension.** Reactivation and re-setup of suspended services is invoiced separately with a fee of DKK 750 (excl. VAT). Reactivation is conditional on all overdue amounts, interest and costs being paid in full.
- Interest is calculated in accordance with the Danish Interest Act (currently the Danish central bank's lending rate + 8%).

Hourly rates

Consulting work outside subscriptions and prepaid hour bundles is charged as follows:

- Normal working hours (Monday–Thursday 9–17, Friday 9–15): DKK 500/hour.
- Outside normal working hours: DKK 750/hour (+50%). Carried out only at the customer's explicit request.
- Urgency surcharge for unscheduled rush work: +DKK 750 on the first hour, on top of the overtime rate.
- Charging is per commenced hour, unless otherwise agreed in writing.

Prepaid hour bundles

A prepaid pool of hours for consulting tasks:

- 10 hours: DKK 4,500 (effective hourly rate DKK 450/h)
- 20 hours: DKK 8,500 (effective hourly rate DKK 425/h)
- 30 hours: DKK 12,000 (effective hourly rate DKK 400/h)
- No expiry date — the bundle is valid for as long as gramflows exists as a business.
- Bundle hours are charged per commenced 0.25 hour (15 minutes).
- Bundle hours may be used outside normal working hours, but are consumed 1.5× faster (50% more) to reflect the overtime rate.
- The urgency surcharge is charged separately and cannot be paid with a bundle.
- Bundles are non-refundable after purchase and cannot be transferred to a third party without gramflows' written consent.

Webmanager packages

Fixed monthly price. The work is carried out solely within normal working hours. Overtime and the urgency surcharge fall outside the package and are charged separately at the rates above.

Price adjustments and inflation indexation

Annual price adjustments

gramflows reserves the right to adjust all prices — including subscription prices, hourly rates, bundle prices and package services — once a year, as of 1 January. The adjustment normally follows the development in Statistics Denmark's net price index for the most recent available calendar year, but gramflows may choose not to adjust, or to adjust by a lower amount. Adjustments exceeding the net price index require 30 days' written notice.

Entry into force of adjustments

For subscriptions, the adjustment takes effect from the customer's next invoicing period after 1 January. Prepaid periods are not adjusted pro rata. For hourly rates and bundles, the

adjusted price applies to work carried out after 1 January, regardless of whether the bundle was purchased before or after that date. Work already carried out and invoiced is not adjusted.

Extraordinary price increases

If gramflows' sub-suppliers or external factors (legal requirements, exchange rates, energy prices, significant increases from cloud providers, etc.) result in significant cost increases beyond gramflows' control, prices may be adjusted with 30 days' written notice, regardless of the time of year. In that case, the customer may terminate the agreement under the ordinary termination rules.

03 /

Special terms per service

Detailed terms for each type of service: subscriptions,
one-off projects, hosting, service agreements,
Webmanager packages and automation/AI solutions.

Subscriptions — term and termination

Minimum commitment period

Subscriptions have no minimum commitment beyond the current period.

Automatic renewal

Subscriptions renew automatically for the next period unless terminated.

Termination

Subscriptions may be terminated in writing with 30 days' notice, calculated from the day the termination is received by gramflows. Termination must be sent by email to support@gramflows.com.

Acknowledgement of termination

gramflows confirms receipt of a termination in writing. The termination is valid from the date it is sent, regardless of when the acknowledgement is sent. It is the customer's responsibility to retain documentation of the sending.

No refund

Prepaid amounts are not refunded upon termination in the middle of a period. The service is delivered up until the termination date.

gramflows' termination of the agreement

gramflows may terminate a subscription with the same notice (30 days). In the event of material breach by the customer (non-payment, breach of content terms, hacking attempts, etc.), gramflows may terminate the agreement without notice and without refund.

Release of material on termination

The release of apps, websites, source code, backup archives, accounts and other material in connection with the termination of the agreement takes place only once any outstanding amounts — including overdue invoices, interest and fees — have been settled in full. gramflows is entitled to withhold deliverables and material until full payment has been made. This applies regardless of provisions on the free release of a backup archive under the individual services; "free" indicates that no separate release fee is charged, and does not relieve the customer of the obligation to pay outstanding amounts.

One-off services and SOWs

The following applies to one-off projects, unless otherwise agreed in the specific SOW:

- **Invoicing plan:** 50% on conclusion of the agreement, 50% on delivery. For projects over DKK 50,000, a milestone plan may be agreed.

- **Scope and acceptance criteria:** Defined in the specific SOW. Work outside scope is charged as extra work at an hourly rate or as a change request.
- **Change requests:** Changes to scope after conclusion of the agreement require written acceptance from both parties, including acceptance of any price changes.
- **Delivery and acceptance:** When deliverables have been delivered in accordance with the acceptance criteria, the service is considered delivered. The customer has 14 working days from delivery to complain in writing. After that, the service is considered accepted.
- **Delays on the customer's side:** If the project is delayed due to a lack of input, approvals or material from the customer, gramflows may adjust the schedule and price accordingly.

Hosting agreements

- gramflows offers solely managed hosting on cloud servers located in the EU (Germany). The customer does not have direct server access.
- **Traffic** is included according to the hosting package. Each hosting package has a defined monthly traffic quota, set out in the specific quote or the current price list. In the event of expected or actual overuse, gramflows may require the purchase of additional traffic capacity or an upgrade to a larger package. The customer is informed in writing before any changes.
- **Load limits.** Regardless of the hosting package, gramflows may require an upgrade or a separate agreement for sustained load above 500,000 requests/day, in order to ensure stable operation for other customers on the platform.
- **Free release of website/shop on termination.** On termination, the customer receives a complete backup archive (files + database) free of charge, subject however to the provision "Release of material on termination" under Subscriptions (release is conditional on any outstanding amounts being settled). Migration to a new hosting provider, setup at a new host or help with DNS reconfiguration falls outside the hosting agreement and is charged at an hourly rate.
- **Prohibited content.** Hosting may not be used for illegal content, offensive or sexual content, spam, phishing, malware or other purposes that conflict with Danish or EU legislation. A breach results in immediate suspension without refund.
- **File storage.** The hosting platform may not be used for general file storage or backup of external systems without a special agreement. Individual files may not exceed 100 MB, and total disk usage may not exceed the storage included in the customer's hosting package.
- **Malware and security.** If the customer's website or webshop becomes infected with malware or otherwise poses a security risk to gramflows' platform or other customers, gramflows has the right to suspend the site until the problem is resolved. Clean-up may be carried out by gramflows at an hourly rate.

- **Technical maintenance on shared hosting.** Websites and shops on shared hosting must be kept up to date (WordPress core, plugins, themes). Sustained lack of maintenance that burdens the platform may result in termination of the hosting agreement without refund. This does not apply to customers with an active service agreement, where gramflows itself handles updates.
- **External hosting.** Support for websites hosted with other providers is not included. Such support may be purchased at an hourly rate.

Service agreements

- **Purpose.** The service agreement ensures that the WordPress installation is kept up to date and secure, and that regular backups are taken.
- **Updates.** WordPress core, plugins and themes are updated weekly, on the night before Sunday. The website may be briefly unavailable during the update.
- **Backup.** Daily backup with 50 days' retention. Free release or restoration of a backup at the customer's request.
- **Admin access.** gramflows accesses the customer's installation via its own administrator login. It is the customer's responsibility to ensure that gramflows has unhindered access. If access is blocked, deleted or otherwise made inactive, gramflows cannot perform the agreed work and is not responsible for the consequences thereof.
- **Activity log.** On most service agreements, a log plugin is installed that records admin activity, so that changes can be traced. Installation of the log plugin is standard, but may be omitted if the customer's setup does not allow it.
- **Not included.** The service agreement does not cover troubleshooting, new development, design changes, content work or other consulting tasks, unless specifically stated. Such work is charged at an hourly rate or via a bundle/Webmanager.
- **The customer's own installations.** If the customer installs plugins, themes or anything else that is to be included in the weekly updates, this must be notified to gramflows in writing.
- **Premium licences.** Premium plugins and themes typically require active licences from the provider in order to be updated. It is the customer's responsibility to maintain these licences. A missing licence may result in security holes or lost functionality, which cannot be attributed to gramflows.
- **Faulty updates.** In rare cases, updates may contain errors that cause problems. When gramflows discovers this, restoration from the previous backup is attempted. gramflows is not responsible for errors or data loss arising from third-party updates or corrupt backups, but always cooperates with the customer to resolve the problem as quickly as possible.

Webmanager packages

- Webmanager packages are ongoing consulting services at a fixed monthly price.

- The package is agreed individually with the customer and covers a range of ongoing tasks. Content, scope and price are set out in the specific quote and are evaluated on an ongoing basis between the parties.
- The work is carried out solely within normal working hours (Monday–Thursday 9–17, Friday 9–15).
- Overtime and the urgency surcharge fall outside the package and are charged separately at the general hourly rates.
- Tasks that fall outside the agreed scope may be declined or offered as separately charged work at an hourly rate.

Automation and AI solutions

Automation and AI solutions (including Make.com scenarios, n8n flows, LLM integrations, AI agents and the like) are delivered as unique, customised solutions and are subject to the following special terms:

Nature of the deliverable

These solutions are configured and tailored to the customer's specific needs and are typically based on third-party platforms and AI models. gramflows delivers the configuration, integration and setup — the actual execution of the solution takes place via third-party platforms.

AI output is not deterministic

Language models and generative AI systems (LLMs) are probabilistic by nature and may produce different results for identical inputs. Output may contain inaccuracies, hallucinations or unintended phrasings. gramflows cannot guarantee specific output results and is not responsible for the consequences of AI-generated content.

The customer's responsibility for AI output

It is the customer's responsibility to review, validate and quality-assure AI-generated content before publishing, sending to a third party or making decisions based on it. gramflows always recommends human review (human-in-the-loop) for output that has consequences for customers, finances, legal matters or personal data.

Third-party platforms and APIs

The solutions depend on external platforms and APIs (for example Make.com, n8n, OpenAI, Anthropic, Google, Microsoft). gramflows is not responsible for:

- Downtime, errors, changes or discontinuation of third-party services.
- Changes to APIs, data models or functionality at a third party that render the solution wholly or partly unusable.
- Price increases or changed terms from third-party platforms.
- The quality or content of AI-generated output.

Third-party costs

Third-party costs (operations on Make/n8n, AI tokens, API calls, etc.) are not included in gramflows' prices, unless otherwise agreed in writing. The customer is responsible for accounts and payment with the relevant platforms. If gramflows creates or operates accounts on the customer's behalf, the costs are re-invoiced 1:1 with an administration margin of 15%.

Volatility in third-party prices

Prices for AI models, API calls and automation platforms change on an ongoing basis and beyond gramflows' control. The customer bears the risk of such price changes in the underlying services.

Maintenance and operational stability

Automation and AI solutions require ongoing adjustment when third-party platforms update their APIs, models or functionality. Such maintenance falls outside the delivery agreement itself and is charged at an hourly rate, via a bundle or under a Webmanager agreement, unless otherwise agreed in writing.

Data processing

When an automation or AI solution processes personal data, gramflows' standard DPA applies. The customer is responsible for ensuring a lawful transfer basis (typically SCCs) for data transferred to third countries such as the USA. The customer is furthermore responsible for informing data subjects of any AI processing, cf. GDPR Art. 13–14 and Art. 22 (automated decisions).

Acceptance criteria

Because of the probabilistic nature of AI output, acceptance for AI solutions is typically defined as functional correctness (the solution works as described) rather than specific output content. Specific acceptance criteria are agreed in the individual SOW.

SEO, GEO, AIO and local search optimisation

Search engine and search visibility services (including classic SEO, GEO/AIO optimisation for AI search engines, Google Business Profile optimisation and local map pack optimisation) are delivered as advisory and optimisation work and are subject to the following special terms.

Definitions

- **SEO (Search Engine Optimization):** Optimisation for classic search engines such as Google and Bing.
- **GEO (Generative Engine Optimization):** Optimisation aimed at generative AI search engines such as ChatGPT, Perplexity, Google AI Overviews, Claude and the like.
- **AIO (AI Overview Optimization):** Specific optimisation aimed at being cited or highlighted in AI-generated search answers.

- **Local SEO / Map Pack:** Optimisation of Google Business Profile and related signals for visibility in local search results and map displays.

Nature of the service

SEO/GEO/AIO work is optimisation and advisory work. gramflows delivers analyses, recommendations, technical changes, content optimisation, the building of relevant signals and ongoing adjustments based on best practice and industry knowledge.

No guarantee of rankings or citations

Search engines and AI platforms (Google, Bing, ChatGPT, Perplexity, Claude, etc.) determine ranking, displays and citations themselves based on their own algorithms, which change continuously and without notice. gramflows therefore cannot guarantee:

- Specific positions in search results.
- Specific organic traffic, number of clicks or conversions.
- Citation in AI-generated answers or AI Overviews.
- Display or placement in the Google Map Pack or local search results.
- Indexing of specific pages or content.

Algorithm changes

The ranking algorithms of search engines and AI platforms change continuously. Major updates (core updates, AI Overview rollouts, local algorithm changes, etc.) may affect the customer's visibility positively or negatively, independently of the work carried out. gramflows is not responsible for such changes or their consequences, but cooperates with the customer to adapt the strategy.

Time horizon and expectation setting

SEO/GEO/AIO results typically arise over 3-12 months, not weeks. Short-term fluctuations in ranking, traffic and citations are normal and are not an indication of problems with the work. Specific KPIs and expected time horizons are agreed in the individual SOW or ongoing agreement.

Google Business Profile and local signals

- **Ownership.** Google Business Profile, local listings and similar accounts belong to the customer. gramflows works via delegated access.
- **Access.** It is the customer's responsibility to ensure that gramflows has the necessary access (Google Business Profile Manager role, Search Console access, etc.). Specific access requirements are agreed at the start.
- **Loss of access.** If access is revoked, the account is suspended by Google or the account is changed without gramflows' knowledge, the agreed work cannot be carried out without consequences for the schedule and results.

- **Reviews and reputation.** Reviews, ratings and customer feedback are generated by third parties and cannot be directly controlled. gramflows can advise on review strategy, but cannot guarantee the number or content of reviews.

Penalties and history

If the customer's domain, Google Business Profile or related accounts are burdened by previous "black hat" activity, manual penalties from Google, spammy backlinks, fake reviews or other problematic history, this may affect the effectiveness of the work going forward. gramflows can offer an audit and clean-up as a separate task, but is not responsible for the consequences of circumstances that arose before the start of the cooperation.

Content and copyright

- When gramflows delivers content (texts, meta descriptions, image captions, etc.), the customer must review and approve it before publishing. Once the content is published, it is considered approved by the customer.
- The customer is responsible for ensuring that content does not infringe third-party copyright, trademarks or data protection — even when the content has been prepared by gramflows.
- If AI tools have been used in preparing content, the provisions under "AI-assisted development" and "Automation and AI solutions" apply correspondingly.

Tools and third-party data

gramflows may use SEO tools (SE Ranking, Ahrefs, Semrush, Google Search Console, Google Analytics, etc.) in connection with the work. Data from these tools are estimates based on third-party methodology and may differ from actual figures. Tool licences are generally taken out by gramflows, unless otherwise agreed. If the customer wishes direct access to specific tools, this may be offered subject to a separate agreement or re-invoicing.

Reporting

Reports are delivered as agreed (typically monthly or quarterly) and contain data on ranking development, traffic, visibility and work carried out. Data is drawn from third-party tools and reflects the measurement methodology of those tools. gramflows is not responsible for inaccuracies in third-party data.

Termination and handover

On termination of an ongoing SEO/GEO/AIO agreement:

- Work already carried out remains the customer's property (published content, on-page optimisations, technical fixes).
- gramflows removes its access to the customer's accounts.
- Tools taken out by gramflows (ranking tools, audit platforms, etc.) cease for the customer's project.

- If the customer wishes to have setups handed over (for example an SE Ranking project with history), this may be offered subject to a separate agreement.

04 /

Rights, liability and data

The customer's obligations, intellectual property rights, confidentiality, data processing, use of sub-suppliers, limitation of liability and force majeure.

The customer's responsibilities and obligations

The customer must:

- Use gramflows' services responsibly and comply with Danish and EU legislation.
- Ensure that gramflows has the necessary access, information and materials to be able to deliver the service.
- Keep its contact details and billing information up to date.
- Read and respond to emails from gramflows — all communication takes place primarily via email.
- Handle content monitoring and the legality of the material published via gramflows' services itself.
- Indemnify gramflows against third-party claims that may arise as a result of the customer's use of the service, including the infringement of copyright, trademarks, data protection or other rights.

The customer is aware that gramflows does not monitor or moderate the content of the data the customer processes or publishes via the service.

Intellectual property rights

The customer's deliverables

Once a one-off service has been paid for in full, gramflows transfers the rights of use to the specific deliverables (website, design, code written specifically for the customer) to the customer. The transfer includes the right to use, modify and further develop the deliverable.

gramflows' general rights

gramflows retains the rights to methods, frameworks, processes, documentation, scripts, templates and general solution components that have been developed independently of, or prior to, the specific task and that can be reused across customers.

Third-party software

The use of third-party plugins, themes, libraries or services takes place on terms set by the third party in question. The customer is responsible for the licences for these as agreed.

AI-assisted development

gramflows may use AI tools as aids in the development process (code generation, refactoring, documentation, testing). All delivered code is reviewed by gramflows before delivery, and gramflows bears full responsibility for quality, functionality and licence compliance on a par with manually written code. The use of AI tools does not change the customer's rights to the final deliverable.

References

gramflows may use the customer's name and logo as a reference in marketing, unless the customer declines this in writing.

Confidentiality

Both parties treat information received from the other party confidentially and use it solely for the performance of the Agreement. The duty of confidentiality also applies after the termination of the Agreement. The duty of confidentiality does not apply to information that:

- Was publicly available before receipt.
- Is lawfully received from a third party without an obligation of confidentiality.
- Must be disclosed pursuant to law or an authority's decision.

Data processing

To the extent that gramflows processes personal data on the customer's behalf, gramflows' standard data processing agreement (DPA) applies, available at gramflows.com/dpa.

The DPA is accepted automatically as part of any agreement that involves the processing of personal data and requires no separate signature. The version in force at any given time is binding.

Sub-suppliers

gramflows may use sub-suppliers (hosting providers, CDN, email services, payment services, monitoring tools, etc.) to deliver the service. A current list of approved sub-processors is set out in Appendix B of the DPA.

gramflows is responsible for the services of sub-suppliers as for its own. A change of sub-supplier may take place without special acceptance from the customer, as long as the level of security and functionality is maintained.

Liability and limitation of liability

gramflows' liability

gramflows is liable for direct loss caused by gramflows' gross negligence or wilful conduct.

gramflows is NOT liable for

- Operating loss, indirect loss and consequential damages of any kind.
- The customer's costs for its own staff or external consultants for re-entering data or re-establishing systems.
- Loss of profit, revenue or goodwill.

- Loss caused by third-party software, including WordPress core, plugins, themes and their updates.
- Loss caused by the customer's own changes, mishandling or lack of maintenance.
- Loss caused by a lack of, or delay in, the customer's own actions (approvals, material, payments).
- Loss caused by force majeure circumstances (see below).

Liability cap

gramflows' total liability towards the customer, on any basis, is limited to the lower of the following amounts:

- The amount the customer has paid to gramflows in the 12 months preceding the event giving rise to the loss, or
- DKK 30,000.

For prepaid hour bundles and one-off services, the cap is further limited to the invoiced amount for the specific service.

Exceptions to the liability cap

The cap does not apply in the case of:

- Damage wilfully caused by gramflows.
- Personal injury.
- gramflows' warranties regarding its own intellectual property rights.

Complaints

The customer must complain about errors or defects without undue delay and no later than 30 days after having discovered — or ought to have discovered — the matter. A later complaint lapses. For one-off projects, the special 14-working-day deadline described under "One-off services and SOWs" applies.

Force majeure

Neither party is liable for delay or failure to perform the Agreement in the event of force majeure — circumstances beyond the parties' reasonable control that could not have been foreseen at the conclusion of the Agreement and could not have been avoided.

Force majeure includes, for example

- Natural disasters, floods, fire, lightning strikes.
- War, terrorism, insurrection, sabotage.
- Strikes, lockouts and other labour disputes (including at gramflows' own staff and sub-suppliers).

- Major IT infrastructure failures — including outages at major cloud providers (AWS, Azure, GCP, Cloudflare), data centre failures, extensive internet outages.
- DDoS attacks and major cyber incidents beyond gramflows' control.
- Pandemics and epidemics with government-imposed restrictions.
- Legal requirements, government intervention and embargoes.
- Missing or delayed deliveries from critical sub-suppliers.

Procedure

The affected party must inform the other party in writing no later than 5 working days after the onset of the force majeure situation. If the situation lasts for more than 60 working days, the unaffected party may terminate the Agreement in writing without liability.

05 /

Closing provisions

Amendments, assignment, governing law, venue, acceptance of the terms and version history. Plus contact information.

Amendments, assignment and interpretation

Amendments to the terms

gramflows may amend the terms with 30 days' written notice for material changes. Minor editorial changes may be made without notice.

Assignment

gramflows may assign its rights and obligations under the Agreement to a third party in connection with a business transfer, merger or restructuring. The customer may not assign the Agreement without gramflows' written consent.

Entire agreement

The agreement between the parties consists of the specific quote/SOW/order confirmation, these terms of trade and the standard DPA. Previous oral or written agreements or statements are not binding.

Severability

If a provision of the Agreement is found to be invalid or unenforceable, this does not affect the remaining provisions, which continue to apply. The invalid provision is replaced with a valid provision that comes as close as possible to the parties' original intention.

Non-waiver

Silence or passivity on the part of one party in the event of a minor breach by the other party does not result in the loss of the right to assert breaches later.

Governing law and venue

Governing law

The Agreement is governed by Danish law, with the exception of Danish private international law rules and the CISG (the UN Convention on Contracts for the International Sale of Goods).

Disputes

The parties must first attempt to resolve disagreements through direct negotiation. If an amicable solution cannot be reached, disputes are finally settled at the Copenhagen City Court (Københavns Byret) as the court of first instance, with any appeal under the ordinary rules of Danish civil procedure. gramflows may, however, at its own choice, elect to bring proceedings against the customer at the customer's home venue instead.

Acceptance of terms

These terms of trade are deemed accepted by the customer through:

- Signing a specific quote or SOW.
- Written (email) acceptance of a quote or order confirmation.
- Payment of an invoice issued by gramflows.
- Active use of gramflows' services.

By accepting these terms of trade, the customer simultaneously accepts gramflows' standard data processing agreement (DPA), available at gramflows.com/dpa, as an integral part of the Agreement. The DPA applies to the extent that gramflows processes personal data on the customer's behalf, and requires no separate signature.

The most recent version of the terms at gramflows.com/ahb is the version in force.

Versioning and history

Version 2.1

Valid from 1 August 2026 · Replaces v2.0 of 12 May 2026

Changes in v2.1

Removed reminder fees for the 10- and 20-day reminders. Added a fee of DKK 750 for reactivation/setup after suspension. Added a condition that the release of apps, websites and other material is conditional on any outstanding amounts being settled. Condensed footer. Editorial standardisation of the name "gramflows" (written in lower case). Clarified in "Acceptance of terms" that acceptance of the terms of trade simultaneously constitutes acceptance of the standard DPA. Added the short URL gramflows.com/ahb to the latest version of the terms of trade.

Name change

Dennisgram.com was renamed to gramflows as of 12 May 2026. The registration number (CZ7309231259) and legal entity are unchanged. Existing customers from Dennisgram.com transfer to these terms with 30 days' notice by written notification via email.

Note

These terms of trade have been prepared as standard terms for gramflows' B2B business. Legal review is recommended in cases of doubt or unusual customer relationships. The version in force at any given time is available at gramflows.com/ahb.



ISSUED BY

gramflows

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