

Quote: Adhoc Services for Gemmo

Date: 13-Jun-2023
Contact: Douglas Manvell, DMdB
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Scope of Service

Task: Adhoc advisory services for Gemmo

Adhoc advisory services for Gemmo:

Ad-hoc advisory services, on a retainer basis, regarding pricing, use case reviews and market positioning on environmental noise monitoring and AI solutions provided for Gemmo by email and at virtual meetings. A response to a request for individual services is promised within 3 working days. Where possible, faster response will be targetted. If DMdB staff are not available due to holidays, a response will be provided within 1 working day of staff becoming available.

The service is available on a T&M basis, valid from 14th June 2023 or from date of agreement, whichever is the latest, until 30th September 2023, after which it may be renegotiated for a further period.

User documentation and training material regarding Gemmo and its solutions, if required by DMdB for the delivery of these services, will be provided by Gemmo at no cost to DMdB.

Price, Quote

Services: 140 EUR per hour, excluding taxes, valid for three months

This quote is valid for:
Gemmo Ltd.
34, Eastmoreland lane
Dublin D4
Ireland
VAT number: 4116296JH.

Prerequisites and Assumptions

The quote assumes that:

- The terms and conditions stated in this quote are met.
- The service is provided to Gemmo, Ireland.
- Services will normally be invoiced on a monthly basis based on the hours used. Payment will be in EUR. Payment terms are 8 days after receipt of the invoice. Authorisation of payment is by Luca Marchesotti

- In the event of a significant number of hours being purchased in a short period of time, the invoicing periodicity may be set to bi-weekly by mutual agreement
- DMdB will commence work on receipt and acceptance of a purchase order from Gemmo. This purchase order is to refer to this formal quote, DMdB Quote 2303.
- Limited time is available for DMdB to provide the service in June to September 2023 due to existing commitments. If delivery dates or response times are required for specific services, or larger quantities of services required, these will be mutually agreed in advance of purchase

This quote assumes that:

- Gemmo permits DMdB to use their company name and logo in DMdB's promotional material, and will provide a high resolution vector-format logo for this purpose
- Gemmo and DMdB make a public statement of cooperation for use on DMdB's website and referred to from LinkedIn
- DMdB agrees to act loyally and solely attend to Gemmo's interests.
- Both parties will conduct activities in compliance with European law and business rules, and general good business practice. Neither party is liable for the other party's actions.
- Gemmo are permitted to use the services provided within their own company but information obtained may not be distributed to any partners, agents, distributors, stakeholders or clients without the prior permission, in writing, of DMdB.
- Gemmo and DMdB are mutually obliged to keep secret all information not universally known as well as any material about the other party. This duty of secrecy covers employees, sub-suppliers and all other external advisors contributing to the performance of the task, and also applies after completion of the task.
- This service does not in any way restrict DMdB's access to performing services for other clients/commissioning parties.
- Overdue amounts are to bear interest at the rate applicable in Denmark to interest on debts and damages at that time.
- In all respects Gemmo is responsible and liable that the work, which Gemmo has requested DMdB to perform, does not infringe any third-party rights.
- DMdB may demand an extension of any time schedules agreed if the following circumstances cause a delay in solving the task: delay in Gemmo providing information or resources, illness or other events beyond DMdB's control
- Limited liability: DMdB's liability in damages cannot exceed their fee for performing the specific task, and this is irrespective of them being held liable for several individual claims.
- DMdB is not liable for operating loss, loss of profits or any other indirect loss.
- If DMdB is liable for a loss jointly with other of Gemmo's contractors, DMdB will only be liable for a proportionate part of Gemmo's loss, corresponding to the fraction of the total liability, which has been caused by DMdB.
- DMdB's liability will cease 2 years from the conclusion of the task to which the error or omission relates.
- Gemmo must complain in writing to DMdB without undue delay after the time when Gemmo becomes aware or should have become aware of the existence of a possible liability in damages. If the complaint is not put forward in due time, Gemmo will lose its right to hold DMdB liable in damages.

Validity

This offer is valid until 30th June 2023. Note, a purchase order received after 30th June may affect delivery date.

Benefits

DMdB can provide a cost-effective report based on the following primary advantages:

- 30 years experience with noise control applications and solutions at market leading companies such as Brüel & Kjær, EMS Brüel & Kjaer and Envirosuite - 25 of these as product manager
- 20 years experience in environmental noise policy, standardisation and legislation, currently convenor of the environmental noise assessment working group
- 25 years experience with international conferences and exhibitions including many papers on noise monitoring and management, and chair of Smart Cities and Noise Monitoring sessions at several leading international conferences
- A strong network in the global noise management community

The service is optimized to provide a rapid-response, quality deliverable within the resources available to DMdB in the desired timeframe.

I look forward to answering any questions that you might have.

Yours sincerely,

Douglas Manvell, Founder and Owner of DMdB

13th June 2023