

# GENERAL TERMS OF BUSINESS

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## Application

These terms apply to all tasks carried out by Bureau Veritas HSE Denmark A/S (hereinafter called BV-HSE) within consultancy also including information retrieval and communication. The terms below apply to the extent that they are not derogated from by written agreement between the orderer and BV-HSE.

## Rights

- The material results (reports, safety data sheets, approvals, etc.) made by BV-HSE within the commissioned task and the right to use these solely belong to the orderer.
- Know-how generated by BV-HSE in connection with performing the task can be used freely by BV-HSE after finalising the task.
- Intellectual property rights (e.g. the right to pre-qualification at authorities by subsequent tasks) created at BV-HSE in connection with carrying out a task, belong to BV-HSE unless something else has been agreed in writing.

## Confidentiality and access to information

- BV-HSE undertakes to treat all information confidentially, which is clearly marked confidential or on which it is otherwise stated that it has to be treated confidentially when received.
- The obligation of confidentiality shall not apply to any information:
  - a) which at the time of disclosure was already in the public domain, or
  - b) which subsequently has become generally available to the public or,
  - c) which was subsequently disclosed to BV-HSE by a third party having a lawful right to disclose the information and being under no obligation of confidentiality.
- BV-HSE undertakes to treat results from tasks confidential. This implies that third parties including authorities can only obtain access to the results if the company expressly wishes so or if this is a necessary part of the task.
- When BV-HSE accepts a task which includes a service performed by a third party, the company if necessary has to declare in writing that BV-HSE on their behalf may contact the third party to obtain information to be used when solving the task.

## Publication, etc.

- Reports made by BV-HSE must only be published in their entirety.
- The orderer must not mention or refer to BV-HSE or BV-HSE's employees in advertising and marketing arrangements unless written permission has been obtained in each single case from BV-HSE beforehand.
- Distributed training material must not be duplicated.

- Results in the shape of material objects such as prototypes must be handed over to the orderer as soon as the final settlement has taken place.

## **Liability**

- According to the ordinary compensation rules in Danish law BV-HSE is liable to the orderer for errors and neglect in connection with performing the task, however with the limitations stated below.
- BV-HSE is only liable for direct damage inflicted on the orderer. BV-HSE is thus not liable for operating loss, loss of profit or other indirect loss. BV-HSE is also not liable for the orderer's possible increased expenses in connection with a delay in performing the task for the orderer.
- If the performance of the task includes or comprises statements or assessments based on BV-HSE's judgement, BV-HSE remains exempt from liability notwithstanding that it is later documented that these judgements are erroneous.
- BV-HSE's professional liability including product liability cannot exceed five times the size of the fee of the performed task to which the liability refers.
- BV-HSE cannot be made liable of damage which has not been claimed within five years after BV-HSE's delivery of the service or product to which the liability is owed. The orderer is obliged to inform BV-HSE in writing as soon as (s)he becomes aware of the presence of a possible liability towards BV-HSE. Irrespective of the mentioned five year deadline BV-HSE is not liable of damage which could not have been anticipated with the present knowledge and technique at the time of service/product completion.
- If other persons than BV-HSE are liable to the orderer, BV-HSE is only liable for as large a part of the inflicted damage corresponding to the part of the total liability inflicted by BV-HSE.
- BV-HSE has no liability for damage occurring in connection with the use of a service supplied by BV-HSE if the use is outside the anticipated scope based on the described task or purpose.

## **Subcontractor**

BV-HSE is entitled to let other carry out tasks wholly or in part on its behalf. A such use of subcontractors does not change any of the liabilities described in the present document.

## **Price and terms of payment**

- When a task is completed, the orderer has an obligation to pay BV-HSE for the performed services including expenses for a third party whether the expected results have been achieved or not. In connection with long-term tasks, a system of granting advances may be used (will be mentioned in the agreement).
- Unless something else has been agreed, commissioned tasks will be settled in accordance with the time spent at the hourly rate in force at the time in question plus possible expenses and duties.
- Invoices fall due net 14 days from invoice date. If payment is not punctual, interests of 1.5% per month and a reminder fee of DKK 100 per time must be paid. Possible re-invoicing of third parties is no concern of BV-HSE.

All prices of fixed services and ongoing agreements will be adjusted each year in January according to the salary index of the private sector and will be effective from the next invoice.

### **Alteration and termination of agreement**

If the orderer demands work to be stopped, put off or altered, work already carried out shall be settled at BV-HSE's normal hourly rate. The orderer must reimburse BV-HSE for the expenses BV-HSE has already taken on in connection with carrying out the task - notwithstanding the cancellation or postponement - such as expenses for a third party, special equipment, analyses, etc.

Ongoing service agreements are subject to 90 days notice before a new 12 month cycle sets in.

Both parties can terminate all agreements by notice in writing if the other party:

- substantially or continuously fails to perform agreements and does not mend within two weeks after a written claim from the other party
- files for bankruptcy or is not capable of paying his/her debt when it falls due.

### **Force Majeure**

BV-HSE is not liable for delays (in connection with delivery or in the shape of services) due to external circumstances beyond the company's reasonable control. BV-HSE has the right to prolong the deadline for delivering the agreed. These circumstances might for instance be strike, problems with suppliers, transport or production, initiatives from authorities, natural disasters and wars. If these circumstances last longer than two months, this agreement can be terminated by both parties without compensation.

### **Settlement of disputes**

Any disputes arising from this agreement and which cannot be settled amicably will be settled according to Danish law and taken to Copenhagen Arbitration, which will make the final and binding decision in the case.