

GENERAL TERMS OF BUSINESS

Application

These terms apply to all Bureau Veritas HSE Denmark A/S' (hereinafter called BV-HSE) software. The terms below apply to the extent that they are not derogated from by written agreement between the orderer and BV-HSE.

Offers and contracts

An agreement between BV-HSE and the orderer is only valid if it has been confirmed by BV-HSE in writing.

BV-HSE is not responsible for misprints in connection with information about prices in the shape of price lists, brochures or websites.

Warranty

BV-HSE's products follow the warranty provisions in the marketing act. If a program is defective, BV-HSE will repair or replace it within reasonable time. All reasonable care and all reasonable timely efforts will be made to solve the problems.

BV-HSE's warranty and liability does not include:

- damage in software or databases due to faulty installation of software, use, alterations or unauthorised intervention by the orderer or a third party nor in pirate copies or illegally installed software for which multi-user licenses have not been purchased.
- damage cause by other parties or other external circumstances.
- if the product is not used for its right purpose.
- possible insufficient instructions from the orderer to BV-HSE and which BV-HSE thus was not able to carry out correctly.
- custom fabrications for which the orderer has made the specification of requirements, and BV-HSE has delivered exactly as ordered and approved in writing disregarding that errors may appear or arise later which may be due to their design and in accordance with their specification of requirements.

Liability

According to the ordinary compensation rules in Danish law BV-HSE is liable to the orderer for program faults, however with the limitations stated below.

BV-HSE is not liable for:

- Incidental damage in the shape of operating, time or profit loss.
- Loss of earnings, wages, income or savings.
- Loss which could have been avoided by reasonable measures from the orderer.

- All elements which are excluded from the warranty or due to force majeure.
- Lost data and the recovery of these.

BV-HSE's liability is limited to the size of the total payment made by the orderer for the program.

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

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 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.

Breach

If the orderer fails to observe the license terms, the license rights will immediately expire and the orderer is obliged - without compensation - to return the program with belonging documentation to BV-HSE. In accordance with the ordinary compensation rules in Danish law BV-HSE can in addition to this claim compensation for the loss BV-HSE might suffer.

The orderer must in addition to paying compensation pay an agreed penalty of DKK 50,000 for every single breach whether or not BV-HSE can document any loss in this connection.

Termination

BV-HSE cannot terminate this agreement unless the orderer breaches one or more of the stipulations in the license conditions of the software. In these cases BV-HSE can terminate the agreement and the license with immediate effect.

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

If the license right expires the orderer is obliged to return the program with belonging documentation to BV-HSE.

Force Majeure

BV-HSE is not liable for delays 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.