

FORCE Certification A/S – General conditions

The word certification below also includes verification and inspection.

1 Agreement

Prior to commencing work, agreement on type and scope as well as timetable and economy shall be made in writing.

2 Ownership and copyright

FORCE Certification A/S's certificates, documents etc. shall only be published in full and with source reference. Extracts shall only be quoted upon prior permission in writing.

3 Non-fulfilment of agreement

FORCE Certification A/S shall neither in whole nor in part be liable for any non-fulfilled agreements owing to events beyond the influence of FORCE Certification A/S.

4 Warranty

4.1 Subject as hereinafter set out FORCE Certification A/S shall undertake to perform a revised certification in case of errors owing to a defective certification process.

4.2 This liability is limited to defects which occur or are discovered within 12 months from the date of certification.

4.3 When a certification is under renewal FORCE Certification A/S shall have access to all relevant material, facilities, registrations etc. and to necessary co-operation with the client.

5 Liability

5.1 FORCE Certification A/S shall only be liable for loss or damage if it is proved that the loss or damage is due to errors or negligence by FORCE Certification A/S in connection with the certification process.

5.2 FORCE Certification A/S shall not be liable for any consequential loss, such as but not limited to loss of time or loss of profits.

5.3 FORCE Certification A/S solves its certification activities based on current standards and the knowledge and technology available to FORCE Certification A/S. FORCE Certification A/S shall only be liable if it is proved that this knowledge or technology was faulty at the time of the certification.

5.4 FORCE Certification A/S shall not accept liability for loss or damage that may occur in connection with the client's use of provided data or test results, which lie outside the scope of the task and purpose in connection with which FORCE Certification A/S has issued certificate/document

5.5 FORCE Certification A/S shall not accept liability for damage occurring if such damage is due to a property of a product or an application of a product, which has either not been tested or examined and described in the certification basis and the testing or examination report, or which differs from FORCE Certification A/S's description in the certification basis or the testing or examination report of the property of the product or of a possible application of the product.

5.6 Notwithstanding any other provisions of the Agreement or related documents, FORCE Certification A/S's total liability, for whatever reason, both in contract and tort, is maximized to the minimum amount of either; the total payment from the client to FORCE under the specific purchase order under this Agreement or 5,000,000 (five million) DKK. The limitation of liability includes amounts that may be remunerated to third parties.

5.7 If a third party claims damages from FORCE Certification A/S on grounds, which lie beyond the liability to pay damages undertaken by FORCE Certification A/S in accordance with clauses 5.1 to 5.6, the client shall be under an obligation to take over the conducting of the case and indemnify and hold harmless FORCE Certification A/S for all costs and damages.

6 Disputes

Any dispute between the client and FORCE Certification A/S arising out of or in connection with the performance of a task or the interpretation of the agreement shall if such dispute cannot be solved through negotiation between the parties be settled by Danish Arbitration in accordance with Danish law.

FORCE Certification A/S - Personal Data Policy

1. Data controller

As an accredited certification body and authorised entity, FORCE Certification A/S offers a number of services within the inspection and certification of products, management systems and persons, and in this respect processes various personal data. In this Personal Data Policy, you can read how we process your personal data when you are a customer, become certified, visit our website, or are in contact with us in other ways.

FORCE Certification A/S is the data controller for processing your personal data.

Our legal information is as follows:
FORCE Certification A/S, Park Allé 345, DK-2605 Brøndby
Telephone: +45 4325 0177, e-mail: info@forcecertification.com,
CVR: DK31617677

2. Processing of your personal data

2.1. Personal data and purpose

FORCE Certification A/S only processes personal data for specific, professional purposes. The amount and nature of personal data will vary according to the individual purpose. Below, the primary purposes are stated:

WEBSITE

When you visit our website, we collect your IP address, and information about your operative system, language setting, browser type, equipment type, actions on our websites, etc. The purpose of the processing is to be able to give you the best possible experience on the website. The legal basis for this is FORCE Certification A/S' legitimate interest.

SERVICES

On providing quotations or purchasing services within the inspection or certification of products and management systems, we may process details of your name, address, title, place of employment, telephone number and e-mail address. The legal basis for this is FORCE Certification A/S' legitimate interest. The purpose of processing is the establishment of the customer relationship and the delivery of the agreed service.

PERSONAL CERTIFICATION

In conjunction with personal certification, we may process details of your name, place of employment, title, address, telephone number, e-mail address, date of birth, photo, education, competences, etc. The basis for this is FORCE Certification A/S' legitimate interest. In addition, we may process CPR (personal identity) number and health details, if this is a statutory requirement. The purpose of processing is to facilitate your certification and to issue a certificate.

EVENTS, NETWORK GROUPS, CLUBS, ETC.

On your registration and participation, FORCE Certification A/S may process details of your name, place of employment, title, address, telephone number, e-mail address, etc. The purpose of processing is to facilitate your participation. The legal basis for this is FORCE Certification A/S' legitimate interest.

VISITORS

When visiting FORCE Certification A/S, on your arrival in reception you will be registered by name, place of employment, e-mail address and telephone number, just as some locations have video monitoring. This personal data is collected for security reasons. The legal basis for this is FORCE Certification A/S' legitimate interest.

COMPLAINTS AND APPEALS

In complaint and appeal cases, we may process details of your name and address. The legal basis for this is FORCE Certification A/S' legitimate interest. The purpose is to process your case.

2.2. Information obligation

When FORCE Certification A/S collects and processes your personal data, we will inform you of this. The method by which you are informed will depend on the context in which we collect and process your data, and in each case, as a minimum, you will be informed via a reference to this Personal Data Policy.

2.3 Rectification

FORCE Certification A/S will continuously update your personal data, if we become aware that it has changed. We therefore ask you to inform us of any changes in your personal data. This can take place directly to your contact at FORCE Certification A/S or by e-mail to persondata@forcecertification.com.

2.4 Transfer within the EU/EEA

FORCE Certification A/S may transfer your personal data if this is necessary in order to deliver the agreed service, or to fulfil any official requirements. Any such transfer may be to consolidated companies, business partners or relevant authorities. On attending events, courses and training, your name and place of employment may furthermore appear on the list of participants issued to the other participants and any business partners for the event in question.

2.5 Transfer to third countries

FORCE Certification A/S may forward your personal data to recipients outside the EU/EEA. This may take place to the same extent and on the same basis as stated in clause 2.4. FORCE Certification A/S will ensure that there is an adequate level of protection on transfer to a third country, cf. articles 45-49 of the EU General Data Protection Regulation.

2.6 Storage and erasure

FORCE Certification A/S will retain your personal data for the period necessary for the purpose. This will vary according to the nature of the task, and is described in internal procedures and guidelines which ensure that no personal data is saved for longer than is justified on objective grounds.

The period of time is determined on the basis of an overall assessment of the type and amount of personal data, FORCE Certification A/S' legitimate interest, and the fulfilment of any customer or statutory requirements.

3. Your rights

You are entitled at any time to access the personal data that we process concerning you, but with certain statutory exemptions. In certain cases, you are furthermore entitled to object to the data collection, and to the further processing of your personal data. You are also entitled to the rectification, erasure or blocking of your personal data, according to the rules in this respect. You are furthermore entitled to receive the personal data that you have given to us.

Enquiries concerning your rights can be made to us via e-mail to DKCertPersondata@forcecertification.com.

4. Revocation of consent

You may at any time revoke any consent that you may have given. We will then erase your data, unless we may continue to process it on other grounds.

5. Opportunity for appeal

If you disagree with how we process your personal data, you are entitled to appeal to the:

Danish Data Protection Agency, Borgergade 28, 5. sal, DK-1300 Copenhagen K, Telephone no. (+45) 3319 3200, e-mail: dt@datatilsynet.dk

You can read more about your rights at www.datatilsynet.dk.

Version 1.0