

## 1. PREAMBLE

- 1.1 FORCE Certification UK Limited, is a company registered under the laws of England and Wales having its registered address at Salisbury House, 5th Floor, London Wall, London, EC2M 5QQ, Great Britain.
- 1.2 For the purpose, of these general conditions (the "Conditions"), "Customer" shall mean the party with whom FORCE enters, into a contractual relationship.
- 1.3 The Customer and FORCE are collectively referred to as the "Parties" and individually as a "Party".
- 1.4 The Parties shall prepare a written agreement (the "Agreement") describing the deliverables to be provided by FORCE under the Agreement (the "Deliverable").
- 1.5 "Certification" shall mean certification of (i.) persons, (ii.) products, (iii.) management systems and (iv.): inspection (third party) or verification.
- 1.6 Consultancy services do not form part of the Deliverable.
- 1.7 The Conditions apply to all work performed by FORCE for the Customer and thus form an integral part of the Agreement between FORCE and the Customer. Unless the Deliverable consists only of certification of individuals, FORCE's "General Conditions for Certification" concerning the type of certification regulated by the Agreement shall form an integral part of the Agreement. Accordingly, any reference to the Agreement shall be understood as a reference to the Agreement including these Conditions and the General Conditions for Certification.
- 1.8 The Customer's general conditions, if any, whether printed on orders or otherwise submitted to FORCE prior to or after the Customer's receipt of the Conditions, and regardless of whether FORCE has not directly rejected such conditions, do not form part of the Agreement.
- 1.9 In order, to be valid, any derogation from or amendment to the Conditions must be agreed in writing between the Parties.
- 1.10 In the event of any discrepancies between the Agreement, the General Conditions for Certification, the Conditions, specifications, drawings/plans, illustrations and/or pictures, the documents will prevail in the order of priority set out in this clause.
- 1.11 Any documents supplied by the Customer (e.g., specifications, plans, designs, models, or the like) are of key importance to FORCE's provision of the Deliverable. The Customer is responsible for the accuracy, technical relevance, and completeness of the contents. FORCE is not obliged to verify such documents beyond their contents.

## 2. OFFER

- 2.1 FORCE's offer is valid for a period of thirty (30) calendar days, unless otherwise agreed in writing between the Parties.

## 3. FORCE MAJEURE

- 3.1 Whether in whole or in part FORCE cannot be held liable for any non-performance delayed performance of the Agreement if and to the extent such non-performance is due to an event which is beyond FORCE's reasonable control and is not due to negligence on the part of FORCE ("Force Majeure"). Force Majeure includes, but is not limited to, acts by authorities, fire, flooding, storm, explosions, riots, natural disasters, war, sabotage, cyberattacks, acts of terrorism, court orders or mandatory injunctions, orders or notices affecting FORCE or critical sub-suppliers, such as lockouts and strikes. Force Majeure further includes, but is not limited to, epidemics, quarantine, isolation, exit/entry bans from local authorities to the Customer, or a workplace designated by the Customer due to health risks, including restrictions on air transportation and/or other forms of transportation for the same reasons.
- 3.2 If a Force Majeure event continues for more than three (3) months, either Party may terminate the Agreement and any (relevant) orders.
- 3.3 In the event of the Customer's termination of the Agreement or an order due to Force Majeure after three (3) months, cf. clause 3.2, the Customer must pay any outstanding fees and reimburse any expenses paid, including pro rata payments for work performed until the date of notice of termination, including, but not limited to, costs relating to sub-suppliers and expenses relating to work for which FORCE has already agreed to pay etc.

## 4. HEALTH AND SAFETY AT WORK

- 4.1 The Customer guarantees safe working conditions, including sufficient and correct instruction of FORCE's employees at workplaces designated by the Customer.
- 4.2 If FORCE's employees independently assess that the performance of the Deliverable poses a health or safety risk or otherwise prevents a safe performance of the Deliverable, FORCE's employees may at any time cease working without FORCE nor FORCE's employees incurring any liability in that respect towards the Customer.

## 5. PRICE

- 5.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the price of the Deliverable is determined on a time-spent basis.
- 5.2 FORCE reserves the right to change its hourly rates once every year.
- 5.3 If the price of the Deliverable wholly or partly was determined on a time-spent basis and exceeds the price offered and/or estimated by up to ten per cent (10%) of the offered/estimated price, FORCE reserves the right to invoice that amount without prior notice.
- 5.4 If no prices have been agreed between the Parties,

FORCE will determine prices in accordance with FORCE's generally applicable prices at the time of performance of the Deliverable.

5.5 Unless otherwise provided in the Agreement, all prices are stated exclusive of:

- (a) Taxes and duties, including VAT and customs duty;
- (b) Any expenses or fees in connection with packaging, handling, insurance, and transport of goods which will be invoiced separately to the Customer.

## 6. PAYMENT TERMS

6.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer must comply with the following payment terms:

- (a) The Customer's payment date is thirty (30) calendar days calculated from the date of invoice.
- (b) Payment shall be made to the bank account designated by FORCE.
- (c) The Customer must pay all amounts due under the Agreement. The Customer is not entitled to effect offsetting, deduct counterclaims, or exercise any lien in amounts due.

6.2 In the event of late payment, the Customer must pay interest to FORCE of one per cent (1%) per month of the amount due until payment is made.

6.3 In the event of the Customer's failure to comply with the payment terms, FORCE will, without incurring any liability in that respect, be entitled to suspend the performance of its obligations under the Agreement until the Customer has complied with the payment terms. Suspending the Deliverable also includes retention of the Deliverable including, but not limited to, certification.

6.4 The provisions of this clause do not restrict FORCE's other rights or remedies for breach.

6.5 FORCE reserves the right to offset any outstanding payments in the event of disputes in relation to the Agreement and/or other agreements with the Customer.

## 7. INVOICING

7.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer will be invoiced twenty-five per cent (25%) of the fixed or estimated price on acceptance of an order, but not less than GBP six hundred (£ 600), if the order exceeds an amount of GBP six hundred (£ 600).

7.2 As regards ongoing Deliverables performed over a period exceeding thirty (30) calendar days, FORCE may request on-account payments calculated on the basis, of an estimate by FORCE of the completed part of the Deliverable per month.

## 8. NOTICE OF DEFECTS

8.1 The Customer has a duty of inspection to be

performed immediately after the Customer's receipt of the Deliverable.

8.2 In the event of defects, the Customer shall immediately notify FORCE thereof in writing, stating the exact nature of the defect. If notice of defect is received concerning a defect for which FORCE is liable, FORCE will take remedial action.

8.3 In the event of errors caused by an inadequate certification process necessitating a revised certification, FORCE will undertake to perform such revised certification.

8.4 For the purpose, of renewed certification, FORCE shall be given access to all relevant documents and material, facilities, registration records, etc. required for such renewed certification, and the Customer shall cooperate with FORCE on the preparation of the revised certification.

8.5 FORCE's liability for defects is limited to defects which existed at the time of delivery and become known within twelve (12) months of that date of delivery.

## 9. LIABILITY

9.1 FORCE is not liable for any costs, loss, or damage, unless it may be documented that such costs, loss, or damage was foreseeable and caused by error or negligence on the part of FORCE in connection with the performance of the Deliverable.

9.2 FORCE is not liable for any business interruption, loss of time, loss of profits or any other similar indirect loss, including any indirect loss which may have been remunerated to a third party.

9.3 FORCE will provide the Deliverable based on the knowledge and technology available to FORCE at the time when the Deliverable is provided.

9.4 FORCE is not liable for any damage or loss arising in connection with the use of the Deliverable or any part thereof falling outside the scope of the purpose agreed between the Parties.

9.5 FORCE is not liable for any statement, declaration, representation or estimate which is evidently a result of an assessment based on discretion, unless it may be documented that such assessment based on discretion was incomplete based on general knowledge or technology in the relevant industry at the time of provision of the Deliverable.

9.6 FORCE is only liable for any loss or damage as a direct result of FORCE having failed to inform the Customer in due time of existing defects which ought to have been discovered when performing the Deliverable.

9.7 FORCE is not liable for any loss or damage which is due to a characteristic of a product or a use of a product which has either (i.) not been tested or examined or (ii.) does not appear from or otherwise differs from FORCE's description of the characteristic or the possible use of the product in reports or the like.

9.8 FORCE's total liability – whether contractual or non-

contractual – is limited to the lesser of either (i) the total payment from the Customer to FORCE under the relevant order placed under the Agreement or (ii) GBP one hundred and fifteen thousand (£ 115,000). The limitation of liability also includes any amount as may have been paid in compensation to third parties.

9.9 In the event of third-party claims for which FORCE is not liable under the Agreement, the Customer must, at FORCE's request, assume conducting litigation and indemnify FORCE for any costs, including legal costs and any amounts of damages.

## 10. CLAIMANT'S DEFAULT

10.1 If the Customer realises that the Customer is not able to perform its obligations under the Agreement, including, but not limited to, receive the Deliverable at the agreed time and/or at the agreed place, the Customer shall promptly notify FORCE in writing of the cause of the breach, specifying the time when the Customer expects to be able to perform its obligations.

10.2 In the event of the Customer's breach of the Agreement, the Customer shall compensate any loss and reimburse reasonable costs deriving therefrom. If practicable, FORCE may, for the account of the Customer, secure performance of the Agreement.

10.3 Upon receipt of the Customer's notification, cf. clause 10.1 above, FORCE may suspend the performance of FORCE's obligations under the Agreement until such time as the Customer performs its obligations under the Agreement.

10.4 Unless the Customer's breach, cf. clause 10.1, is due to force majeure, FORCE may specify a reasonable time limit for the Customer's performance of its obligations. If the Customer fails to accommodate the time limit and this is not due to circumstances for which FORCE is liable, FORCE may terminate the Agreement for breach and, if stated in the law, revoke the certification. In that event, FORCE will be entitled to compensation for any loss incurred as a result, of the Customer's breach.

## 11. INFORMATION AND CONFIDENTIALITY

11.1 "Confidential Information" shall mean any non-public information, belonging or otherwise pertaining to the Customer and which the Customer regards as proprietary or confidential, including, but not limited to, any kind of business, commercial or technical information, diagrams, processes, formulas, and data which is disclosed by the Customer to FORCE in connection with the Agreement and shared between the Parties, irrespective of the medium on which such information or data is embedded. Confidential Information shall also mean any copies, abstracts, modules, samples, prototypes, or any part thereof etc.

11.2 All Confidential Information exchanged between the Parties pursuant the Agreement will be used

exclusively by FORCE for the purpose of performing the Agreement.

11.3 FORCE undertakes, with respect to any Confidential Information disclosed in accordance with the Agreement, to apply at least the same degree of care with which FORCE treats and protects its own confidential information against disclosure, but no less than reasonable care. FORCE undertakes to ensure that Confidential Information is not distributed, disclosed, or disseminated in any way or form to anyone except to its employees, officers and board members who have a reasonable need to know the Confidential Information and who are bound to confidentiality by their employment agreements or otherwise.

11.4 Confidential Information shall not be disclosed by FORCE to any third party without the prior written consent of the Customer, which consent shall be deemed granted for disclosure of specific Confidential Information relevant for sub-suppliers' and consultants' services which are necessary for the Deliverable. Where consent is granted by the Customer, disclosure shall only be made to a third party where such third party accepts obligations of confidentiality similar, to those following from the Agreement.

11.5 Under these Conditions, information shall not be considered to, be Confidential Information if such information:

- (a) was already in the public domain at the time of disclosure or thereafter passes into the public domain through no breach of the Agreement; or
- (b) was in the rightful possession of FORCE or its affiliates prior to disclosure by the Customer; or
- (c) is lawfully obtained by FORCE or any of its affiliates from a third party without a duty of confidentiality, provided such third party, to the knowledge of FORCE, is not in breach of any duty of confidentiality relating to such information; or
- (d) is independently developed by FORCE or any of its affiliates without use of the Confidential Information as proven by FORCE; or
- (e) is approved for release or use by written authorisation by the Customer.

11.6 Confidential Information may be disclosed by FORCE if required to be disclosed by law or regulation or in response to a valid order by a court or authorised agency of government. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of the Agreement. In the event of such disclosure, FORCE shall immediately inform the Customer thereof. Such disclosure shall be limited only to what is required by law, court order or governmental decision.

11.7 If FORCE processes personal data in connection with

the Agreement, such processing will be governed by FORCE's privacy policy, which forms an integral part of the Agreement and is available here: <https://forcecertification.com/da/force-certification-a-s-persondatapolitik-gdpr/>. The Customer is responsible for ensuring that the Customer's employees have been informed of the contents of FORCE's privacy policy.

## 12. MARKETING AND REFERENCES

- 12.1 The Customer's use of FORCE's name and logo for marketing purposes is subject to written agreement with FORCE.
- 12.2 If the Customer intends to use results from the Deliverable for marketing purposes, the Customer shall – e.g., if the Deliverable is a report or a certificate – loyally refer to FORCE's entire report or certificate in accordance with applicable law.
- 12.3 FORCE's reports and certificates may be published only in their full length, and sources shall be listed. Any use of excerpts or in the form of quotations is subject to written agreement.
- 12.4 Notwithstanding clause 11, FORCE may disclose the name of the Customer and the general contents of the Deliverable as a reference, unless the customer relationship as such is subject to a separate non-disclosure agreement.

## 13. TITLE AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 13.1 Irrespective of whether the Customer may have the Deliverable in its possession, the title to the Deliverable will not pass to the Customer until FORCE has received full payment for this (**retention of title**). Until full payment has taken place, the Customer shall to the extent possible clearly mark the Deliverable as belonging to FORCE and shall keep e.g., but not limited to any, physically products separate from property belonging to the Customer and any third party.
- 13.2 FORCE neither transfers nor grants license to intellectual property rights (including rights to data and/or knowhow) developed by or licensed to FORCE independently of the performance of the Deliverable.
- 13.3 All intellectual property rights (including rights to data and/or knowhow) contained in the Deliverable are not assigned to the Customer. Instead, the Customer is granted a worldwide, non-transferable, non-exclusive, perpetual right to use intellectual property rights contained in the Deliverable.

## 14. TERMINATION

- 14.1 The Agreement may be terminated by either Party at thirty (30) calendar days' written notice. However, in the event of termination of the Agreement, the Customer must pay any outstanding fee and costs, including pro rata payments for work performed until the date of notice of termination, including costs for sub-suppliers and expenses relating to work for which

FORCE has already agreed to pay.

- 14.2 Either Party may terminate the Agreement for breach without notice in the event of the other Party's material breach of the Agreement.
- 14.3 Any non-compliance with the payment terms and any breach of clause 16 is deemed to constitute a material breach.

## 15. BUSINESS ETHICS AND CODE OF CONDUCT

- 15.1 FORCE observes at any time FORCE's Code of Conduct, which is available on request from the Customer.

## 16. SANCTIONS AND EXPORT CONTROL

- 16.1 The Customer warrants and represents that neither the Customer, nor its – direct or indirect – owners, nor any of its affiliates are the subject of any sanctions, including, but not limited to, sanctions issued by the United States Department of Treasury Office or the Office of Foreign Assets Controls (OFAC), the European Union or any other applicable sanction ("Sanctions") which would prevent FORCE from trading with the Customer. The Customer undertakes to comply with such Sanctions and any restrictions issued thereunder at any time.
- 16.2 In the event the Customer, its owners or affiliates become, the subject of Sanctions, FORCE is entitled to, without incurring any liability in that respect, amend any agreement, including the Agreement, withhold any Deliverable, and decline payments in order, to comply with the sanction programme in question.
- 16.3 If the Customer, as part of the Deliverable provided under the Agreement, is required to provide, or pass on to FORCE technology, products, test objects or other elements which are subject to global export control regulations, such as Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 or similar regulation, the Customer must warrant and represent that this is done in compliance with applicable export control regulations. The Customer must furthermore warrant and represent, that the delivery or return of the Deliverable (wholly or partly) has been approved by the relevant authorities. If explicitly asked for by FORCE the Customer must within, no later than three (3) calendar days, document export control licence, end-user statement or other relevant documentation.
- 16.4 The Customer is liable for and shall indemnify FORCE for any loss, damage, or costs in connection with any violation of applicable export control regulations.

## 17. GOVERNING LAW AND DISPUTES

- 17.1 The Agreement, including these Conditions, is governed by the laws of England and Wales with the exception, of provisions and rules concerning conflict of laws.
- 17.2 Any dispute which may arise between the Parties in connection with the provision of the Deliverable,

including the interpretation of the Agreement, shall, if the dispute cannot be resolved amicably between the Parties, be finally settled in London under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The final settlement is deemed to be Confidential Information, see clause 11.

## **18. ACCREDITED SERVICES**

- 18.1 Accredited services are provided in accordance with relevant regulation in force from time to time and in accordance with and limited to the relevant standards and norms.
- 18.2 FORCE is subject to the supervision of accreditation bodies, which are under an obligation to treat any information relating to the Customer as confidential. The Customer accepts that, in respect of accredited services, FORCE grants said accreditation bodies access to the Customer's information for supervision purposes.

## **19. SEVERABILITY**

- 19.1 If one or more provisions of the Agreement are set aside or cannot be legally enforced, the Agreement shall be construed as if such provision(s) had never

been contained therein. If the majority, of the material provisions of the Agreement are still enforceable, setting aside one or more provisions shall not have any bearing on the Agreement generally, and the Agreement shall thus still be binding on the Parties.

## **20. INDEPENDENT CONTRACTORS**

- 20.1 It is expressly agreed between the Parties that the Parties collaborate as independent contractors and that the collaboration between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party shall make any statement, representation or commitment of any kind or take any action which will be binding on the other Party without the prior consent of the other Party.

## **21. NON-WAIVER OF RIGHTS**

- 21.1 If a Party fails to enforce its rights under the Agreement or waives specific rights in the event of the other Party's breach of the Agreement, that Party will retain the right to enforce the applicable provisions in the event of any subsequent breach of the Agreement, except in the event the Party has waived such rights in writing.