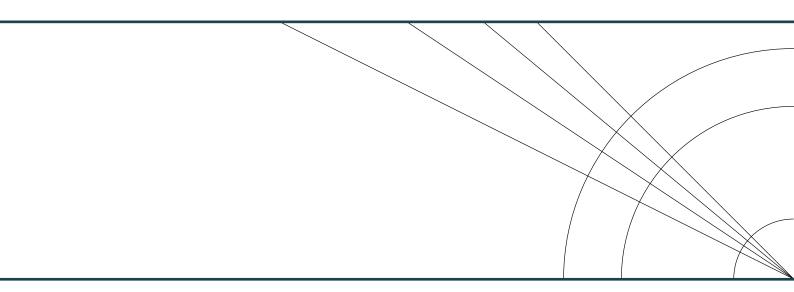


# TERMS OF BUSINESS

as of 17th August 2022 Dansk Brand- og sikringsteknisk Institut



#### 1. Contractual basis

- 1.1 These terms of business supplement the agreement entered into between Dansk Brand- og sikringsteknisk Institut (DBI Fire and Security) (hereinafter referred to as "DBI") and the customer and thus form an integral part of the agreement.
- 1.2 If there is mutual inconsistency, these terms of business take precedence over any terms of business of the customer, order confirmations etc.
- 1.3 DBI's service is described in the agreement.
- 1.4 Changes and/or supplements to the agreed service are only valid if agreed by the parties in writing. Further work which DBI performs in connection with a change to the assignment will be covered by the contract and subject to its terms, however, subject to adjustment of DBI's fees and time schedule.

#### **Subcontractors**

1.5 DBI is entitled to have others perform the assignment in whole or in part.

#### 2. ABR18

2.1 DBI works on the same basis as consulting engineers, and "General Conditions for Consulting" apply to this assignment.

### 3. Terms of payment

- 3.1 Net cash, 30 days after the invoice date.
- 3.2 In case of payment after maturity, interest is calculated according to the official discount rate + 7% per annum, and a reminder fee at DKK 100 for each reminder.
- 3.2 If payment has not been received 10 days after submission of the reminder at the latest, DBI's total receivable including interest and costs will be sent for debt collection.
- 3.4 DBI's fees for performance of an assignment are calculated in compliance with the contract.
- 3.5 If no agreement concerning fees has been entered into with the customer before commencement of the work, the fee is calculated based on time spent

and the hourly rates applicable from time to time to the partners and employees who have performed the assignment.

- 3.6 In case of assignments of long duration, DBI is entitled to invoice on account, and at DBI's discretion advance invoicing can be made.
- 3.7 DBI's specification of a fee on conclusion of the contract reflects an estimate of the assumptions stated by the parties in the contract. Consequently, even if a fixed fee has been agreed for the service, DBI is entitled, in the following situations, to calculate fees for the extra time that DBI must spend for delivery of the service, if it turns out after conclusion of the contract that (a) the assumptions for delivery of the service have changed, or that (b) the assumptions for delivery of the service were not correct or adequate, and that these circumstances in (a) and (b) are ascribable to the customer.
- 3.8 Costs and disbursements, including reasonable travel costs, accommodation, meals, publications, data etc. must be paid by the customer, in addition to the fee.
- 3.9 Written offers are valid for one months after the date of the quotation unless otherwise specified.

#### 4. Liability

- 4.1 DBI has no liability in damages for damage not covered by DBI's general liability and product liability insurance and professional liability of advisers insurance.
- 4.2 DBI's general liability and product liability insurance and professional liability of advisers cover the liability in damages which DBI may incur in the performance of the assignment if the claim for damages has been made and notification thereof has been made to DBI before the validity period of the insurance agreement.
- 4.3 DBI's liability in damages cannot exceed three times the agreed fee. The liability in damages is limited to and ceases no later than five years after completion of the assignment.

DBI's liability is otherwise on the condition that the customer complains in writing immediately when the customer has become or ought to have become aware of the existence of possible liability in damages to DBI.

- 4.4 DBI is not liable for business interruption, loss of time, loss of profits, loss of data, loss of goodwill or other indirect and/or non-financial losses.
- 4.5 DBI's advisory services, testing, preparation of test certificates/reports, examinations and control assignments irrespective of their nature are made based on the knowledge and technology that DBI have at its disposal at the time of the advice or at the time of the performance of the testing, review or control. DBI is not liable if later development shows that DBI's knowledge and technology are defective or incorrect.
- 4.6 If advisory services, testing certificate/report or control report provided by DBI is used for purposes outside the framework that formed the basis of DBI's advisory services, testing or control, see the reports prepared, DBI cannot be held liable to this effect.
- 4.7 DBI has no liability for damage or other losses that occur in connection with the use of statements from DBI if DBI has specified that the statements rest on an estimated opinion or assessment.
- 4.8 The customer can only make claims against DBI and not against the individual employees.
- 4.9 DBI cannot be held liable for claims that may arise as a result of false, misleading or incomplete information, data or documentation obtained by others than DBI.
- 4.10 If one of the customer's products cause damage, DBI is not liable for such damage caused
- If the conduct causing damage has been committed by the customer before DBI's testing certificate/report or control report has been provided by DBI
- If the product causing damage has not concretely been tested by DBI, unless the customer proves that the product causing damage is in all ways identical to a product actually tested by DBI, and if the damage is due to a property of the product

or use of the product which has either not been tested and described in the test report, or which deviates from DBI's description in the test report of the product properties or possible use of the product.

- 4.11 If DBI has undertaken to control whether a service is contractual, and if the result of such control must be available within a certain deadline, it is for the customer to expressly notify thereof when the order is placed. In case of such control, DBI's liability is limited to only apply to any late protest that the said analysis is not contractual.
- 4.12 DBI is not liable for delay in connection with the performance of assignments for the customer.
- 4.13 If DBI has received samples and materials where it has been agreed with the customer and/or assumed that the sample or the material must be returned to the customer, DBI is only liable for loss or damage to the received material if it can be documented that there is an error or negligence on the part of DBI.
- 4.14 DBI's liability is limited to the value of the sample or the material received. If return of samples and material has not been agreed and/or is assumed, storage with DBI will be made only until one month after completion of the assignment after which items will be destroyed or sent to the customer on the customer's account. It is for the customer to take out insurance for losses in case fire damage, water damage, theft and criminal damage etc. for samples and material left to DBI.

# 5. Duty of confidentiality

- 5.1 DBI has a duty of confidentiality as regards solution of assignments and agreements concluded and their contents. Notification of a third party may only take place according to written permission.
- 5.2 If testing or development work leads to results of a general interest, DBI may only have these results published if the customer's rights are not infringed.
- 5.3 When DBI undertakes an assignment which includes assessment of a service performed by a third party, the customer must respect that DBI can contact the third parties and any other relevant instances

to obtain information for the purpose of solving the assignment unless otherwise agreed in writing with the customer.

### 6. Rights

- 6.1 The material results that DBI produces within a contract/ordered assignment and the right to utilise them are the customer's sole property.
- 6.2 DBI has the title to any type of intellectual property rights, products and materials occurring as part of the production of the service.
- 6.3 Each party retains its rights that existed before the commencement of the assignment notwithstanding that these rights form part of the service, and no party obtains any right to the other party's rights that existed before the contract.

#### 7. Termination of the contract

- 7.1 In case of termination or cancellation of the contract, DBI is entitled to remuneration for the work already performed and/or work that has been planned internally with DBI to be performed before the cancellation or the expiry of the notice of termination.
- 7.2 The customer must further reimburse DBI's costs that DBI has committed to pay to a third party as part of the performance of the assignment, before the termination or the cancellation.

# 8. Data policy

- 8.1 DBI respects its customers' expectations as to personal data protection and confidentiality. DBI thus collects and processes personal data in compliance with the legislation in force, including, but not limited to the Danish Data Protection Act and the EU's general data protection regulation.
- 8.2 DBI may also make use of third parties located within the EU, as suppliers of storage and processing of personal data received from customers, their representatives or other sources.
- 8.3 Electronic messages are vulnerable. Each party is responsible for protecting its own systems and interests.

# 9 In particular for fire testing Conditions for the use of DBI's identification number 0845

- 9.1 The customer (the producer or its authorised representative) is responsible for placing the CE/ wheel marking. Where DBI participates in the production control phase (for products under AVCP system 1 or products under modules D, E and F), this requires that DBI's identification number 0845 must accompany the CE/wheel marking under the harmonised technical legislation. For products documented under AVCP system 3, DBI's reports are furnished with DBI's identification number 0845.
- 9.2 In the above contexts, DBI's identification number may not be used for misleading advertising, such as a guarantee for the producer's products.
- 9.3 DBI's identification number may not be used for purposes, activities or arrangements that are incompatible with DBI.
- 9.4 DBI is not liable for losses or damage of any nature which is a direct or indirect result of the use of DBI's identification number.
- 9.5 DBI is not liable to third parties in connection with claims arising out of the customer's use of DBI's identification number and 9 Conditions for use of DBI's identification number 0845 are due to the customer's acts or omissions.
- 9.6 For product certification under AVCP system 1 or under modules D, E and F, where DBI's identification number must accompany the CE/wheel mark, the CE/wheel marking must be placed on the product or on a label attached to the product so that it is visible, easy to read and cannot be deleted.
- 9.7 In case of withdrawal or cessation of the certification that has formed the basis of permission to use DBI's identification number, all use of DBI's identification number must cease immediately.
- 9.8 DBI may, at its own choice and if it is found appropriate, take any type of measure to producers that do not comply with these rules.

# 10. Disputes

10.1 The contract is subject to Danish law.

Any disputes that have not been resolved through negotiation must be determined by arbitration in Denmark and in the Danish language.