

FORCE Technology – General Conditions



1. AGREEMENT

- 1.1 Prior to commencing work or deliveries, an agreement shall be made in writing stating the type and scope of the order as well as a timetable and economy shall be agreed.

2. NON-FULFILMENT OF AGREEMENT

- 2.1 FORCE Technology shall neither in whole nor in part be liable for any nonfulfilled agreements owing to events beyond the influence of FORCE Technology.

3. HEALTH AND SAFETY

- 3.1 The Client shall provide safe working conditions and proper instructions to FORCE Technology's personnel when entering and working on a site defined by the Client. FORCE Technology's personnel shall each and individually have the right to stop the work without incurring any liability to FORCE Technology or its personnel if the site for performance of work by FORCE Technology's personnel is found unsafe or unhealthy or in other way prevents the safe performance of the work.

4. WARRANTY PERIOD

- 4.1 Subject to the terms as hereinafter set out, FORCE Technology shall undertake to remedy any defects in the delivery resulting from faulty design, materials, workmanship, or services.
- 4.2 The Client is under a general duty to examine the delivery. The warranty is limited to defects which are present at the time of delivery and are discovered during a period of twenty-four (24) months from the time of delivery.
- 4.3 In respect of special components, the warranty period is identical to the warranty period which FORCE Technology obtains from its suppliers.
- 4.4 If the Client wishes to submit a claim under the warranty, the Client shall without any delay notify FORCE Technology in writing of the defect. On receipt of such notification, FORCE Technology shall if the defect is covered by the warranty at FORCE Technology's option:
- a) repair in situ the defective part of the delivery or the defective goods; or
 - b) have the defective goods or parts returned to FORCE Technology for repair; or
 - c) replace the defective goods or parts in order to enable the Client to carry out the necessary repairs at the expense of FORCE Technology.
- 4.5 In the event that FORCE Technology has received defective goods for replacement or repair, the Client shall carry the costs and risks of transportation, unless the transport starts from the place of FORCE Technology's delivery of the defective goods to the Client and FORCE Technology is given the option to arrange packing and transportation, then FORCE

Technology will carry the costs and risks of transportation.

- 4.6 Defective Goods or parts replaced in accordance with these provisions shall be made at the disposal of FORCE Technology.
- 4.7 The warranty shall apply only under proper use of the deliveries. In particular, the warranty does not cover defects following faulty installation and maintenance or repairs carried out by individuals other than FORCE Technology's personnel or their agent, nor alterations carried out without FORCE Technology's consent in writing; nor does the warranty cover consequences of normal wear and tear.
- 4.8 The warranty period in respect to replaced or repaired goods or parts shall follow the warranty period of the replaced goods or part itself, cf. clause 4.2, but not less than twelve (12) months.

5. LIABILITY

- 5.1 FORCE Technology shall only be liable for loss or damage if it is proved that the loss or damage is foreseeable and due to fault or negligence of FORCE Technology in connection with production or performance of the delivery.
- 5.2 FORCE Technology shall not be liable for any consequential or indirect loss or damage, such as but not limited to loss of time or loss of profits. This limitation on liability shall also apply to claims of third parties for indirect or consequential loss or damage to which the Client may have accepted liability.
- 5.3 Tasks are solved and opinions and guidance are given by FORCE Technology based on the knowledge and technology available to FORCE Technology. FORCE Technology shall only be liable if it is proved that this knowledge or technology were faulty at the time of the completion of the task.
- 5.4 FORCE Technology 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 lies outside the scope of the work and purpose in connection with which FORCE Technology's opinion were given.
- 5.5 FORCE Technology states its reservation for deviations in opinions provided when it is expressed that they are based on a discretionary assessment or are an estimate.
- 5.6 When performing verification and testing, FORCE Technology's liability cf. section 5.1, shall be limited to damage and additional costs occurred solely due to FORCE Technology's failure to notify the Client, in time, of existing defects which should have been detected under the applied method for verification and testing.
- 5.7 FORCE Technology shall not be liable for damage occurred if such damage is due to a feature or property of a product or an application of a product which has not been tested or examined and



described in the testing or examination report, or which product differs from FORCE Technology's description in the testing or examination report of the feature or property of the product or of a possible application of the product.

- 5.8 FORCE Technology shall not be liable for damage occurred if a product causing the damage has not actually been tested by FORCE Technology, unless the Client proves a basis for liability, including that the product is identical with a product actually tested and verified by FORCE Technology.
 - 5.9 FORCE Technology shall not assume product liability unless damage occurred is caused by a defect in the product existing at the time of delivery and the defect is due to fault or negligence of FORCE Technology during the production of the product. The limitations on liability stated in this section 5, including sections 5.2, 5.10 and 5.11, shall apply equally to product liability.
 - 5.10 Notwithstanding any other provisions of the Agreement or related documents, FORCE Technology's total liability, for whatever reason, both in contract and tort, is maximized to the minimum amount of either; the total payment from Customer 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.
 - 5.11 If any third-party claims damages from FORCE Technology on grounds which lie beyond the liability assumed by FORCE Technology under these clauses 5.1 to 5.11, the Client shall be obligated to take over the conducting of the case and indemnify and hold harmless FORCE Technology for all costs, including payments of loss and damages.
- 6. OWNERSHIP AND COPYRIGHT**
- 6.1 Reports made by FORCE Technology shall only be published in full and with source reference. Extracts shall only be quoted upon FORCE Technology's prior permission in writing.
 - 6.2 FORCE Technology retains all rights to its knowhow, technology, methods, designs, code, software, interfaces, pictures, graphics, documentation, tools, products, processes, patents and other intellectual property rights, and ownership rights to all refinements, improvements or modifications hereof shall vest with FORCE Technology, including such rights arisen in connection with access to or the use of the aforementioned (collectively the "FT Rights").
 - 6.3 FORCE Technology obtains all rights to data generated by FORCE Technology on the basis of the FT Rights, regardless of how they arise, and any statistics, information and other analysis derived from such. FORCE Technology shall have a royalty-

free discretionary right, unlimited in time to use for own product and service improvement purposes (including, but not limited to, by refinement and machine learning) any form of data belonging to the Client (including any statistics, information or analyses based hereon) derived from the access to or use of the FT Rights by – or on behalf of – the Client regardless of how they arise, while respecting the duty of confidentiality, cf. Clause 7.

- 6.4 The Client shall observe FORCE Technology's obligations in accordance with the Danish Employees' Inventions Act.
- 7. DISPUTES**
- 7.1 The agreement with the Client, the order, and the work is subject to the laws of Denmark, without giving effect to its conflict of law provisions or rules. Any dispute between the Client and FORCE Technology arising out of or in connection with the performance of work or the interpretation of the agreement shall if such dispute cannot be solved through negotiation between the parties be settled by the Danish Institute of Arbitration in accordance with its rule of procedure. The process shall be subject to confidentiality. The seat of arbitration shall be Zurich
- 8. CONFIDENTIALITY AND PUBLICITY**
- 8.1 FORCE Technology treats the Client's information and the assignment with confidentiality. FORCE Technology may use the Client's name as a reference, unless the Client relationship itself is subject to confidentiality. As a GTS advance technology institute, FORCE Technology is subject to ministerial supervision which includes user surveys of Danish clients, and for this purpose FORCE Technology provides information on the Client's company name, registration number and address, unless the client relationship itself is subject to confidentiality.
- 9. ACCREDITED SERVICES**
- 9.1 Accredited services are performed subject to the applicable regulations on accreditations, as amended from time to time, and are performed according to and limited in scope to applicable standards.
 - 9.2 FORCE Technology is subject to supervision of the accreditation body, acting under a duty of confidentiality. The Client accepts that for accredited services, the accreditation body will have access to FORCE Technology's files which may include the Client's information for that purpose.