1. **PREAMBLE**

1.1 FORCE Technology is a GTS institute (in Danish: “Godkendt Teknologisk Servicevirkomshed”), an approved technological services institution, organised and existing under the laws of Denmark under registration no. 55117314, with registered office at Park Allé 345, 2605 Brøndby, Denmark (“FORCE”).

1.2 In these Terms and Conditions (“Conditions”), Customer means any counterparty to the Agreement (“Customer”).

1.3 These Terms and Conditions constitute an integral part of the Agreement concluded between FORCE and the Customer, including any quotations from FORCE and purchase orders from the Customer.

1.4 Any deviation from individual provisions of FORCE’s Conditions have no effect unless expressly agreed in writing and signed by an authorized representative of each Party and provided the deviation is clearly specified. The parties’ amendments to these Conditions shall only be effective when agreed in writing.

1.5 The Customer’s prospective general terms and conditions is not accepted by FORCE irrespective whether the Customer sends such general terms and conditions to FORCE after having received FORCE’s Conditions and irrespective of such general terms and conditions have been expressly rejected by FORCE. In the event of a conflict between the Agreement and these Conditions, the Agreement prevails. In the event of a conflict between the Agreement and the specifications, drawings, illustrations and photos, the Agreement prevails. In the event of a conflict between the specifications and drawings, illustrations and photos, the specifications shall prevail.

2. **AGREEMENT**

2.1 Prior to commencing work or deliveries, an agreement shall be made in writing stating the type of work, scope, time schedule, pricing (including whether fixed or by time spent) and payment terms.

2.2 Quotations given by FORCE are valid for 30 days unless otherwise agreed in writing.

2.3 Test, calibration and/or product testing, including calibration of product and technical approval constitutes a test, measurement, and/or control of a condition, at any given time within specified standards, framework or by agreement (“Services”). Consultancy services are not part of the scope, unless otherwise stated in the agreement between FORCE and the Customer cf. 3.1.

2.4 FORCE is only liable towards the Customer for test, calibration or product testing performed, unless otherwise directly agreed with FORCE.

3. **CONSULTANCY SERVICE**

3.1 In the event that Service by FORCE includes consultancy service, the scope and content of such must be specifically agreed between the parties in writing.

4. **FAILURE TO FULFIL THE AGREEMENT**

4.1 FORCE cannot be made responsible for failing to perform or fulfil the agreement, in whole or in part, as long as this pertains to events beyond the influence or control of FORCE.

5. **WORK ENVIRONMENT AND SAFETY**

5.1 The Customer shall ensure safe working conditions and proper instruction to FORCE’s personnel when entering and working on a site designated by the Customer. FORCE’s personnel shall have the right without incurring any liability on FORCE or itself to terminate work for the Customer at any time if the FORCE personnel, at their discretion, find(s) that the performance of work at site pose a risk to the FORCE personnel’s safety and health or in any other way prevents the safe performance of the work.

6. **PRICE**

6.1 FORCE reserves the right to modify hourly rates as of January 1st each year. Furthermore, modification of hourly rates can be made with 30 days’ notice.

6.2 Materials spent, purchased resources and services for the work are calculated at the agreed rates, or in case of no agreement on this, at FORCE’s cost price, with a handling fee of 10%.

6.3 FORCE notifies the Customer as soon as possible, should the price of a work be expected to be materially higher than the most recently estimated price, and will at the same time quote a new price for the work. FORCE does not notify the Customer if an expected price increase amounts to less than DKK 10,000 or less than 20% of the most recent estimated price.

6.4 All prices are exclusive of VAT and other taxes.

7. **PAYMENT TERMS**

7.1 The Customer shall comply with payment obligations set out in the Agreement, including any payment schedule or payment milestones.

7.2 In the absence of payment obligations in the Agreement:
   a) The Customer shall submit payment to FORCE within thirty (30) days from the date of invoice.
   b) Payment shall be made to the bank account specified by FORCE.
   c) The Customer shall pay all amounts due under the Agreement in full and without setoff, counterclaim, deduction or withholding, except for that required by law.
   d) If a payment is delayed by the Customer, the Customer shall pay to FORCE a rate of one per cent
(1%) per month interest on the outstanding payment amount for the duration of the delay.

7.3 If the Customer does not comply with the payment obligations set out in the Agreement or hereunder, FORCE may suspend performance of the Agreement until the Customer has complied with the relevant payment obligations.

7.4 Nothing under this Clause 7 will limit any other right or remedy available to FORCE.

7.5 FORCE reserves the right to make set-off against payments due, at issue under the Agreement and/or any other agreement with the Customer.

8. INVOICING

8.1 Unless otherwise agreed upon in writing or set forth in FORCE’s offer, the Customer may be invoiced, upon acceptance of an order, an advance payment of 25% of the fixed or estimated price, however, at least DKK 5,000 if the price exceeds DKK 5,000.

8.2 On ongoing agreements work and expenses will be invoiced continuously.

8.3 For fixed price work with a duration exceeding 30 days, FORCE may continuously charge on account payments based on FORCE’s estimate on pro rata completion.

8.4 Final invoicing will take place at completion of the work.

9. ITEMS TO TEST

9.1 In connection with performance of certain tests it may be necessary to modify the test subject. The test subject may be damaged during testing. FORCE does not undertake that any subject tested can be used for its purpose after the testing.

9.2 After the Service is completed FORCE will return the test subject received from the Customer unless otherwise agreed in writing.

9.3 The shipment return is EXW (INCOTERMS 2020). If the Customer does not facilitate the return of the test subject within 30 days after written notice from FORCE, FORCE is permitted to dispose of the Customers test subject. Any expenses related thereto will be invoiced to the Customer.

9.4 In connection with authority approval of products it can be a requirement for FORCE to store the test subject and any test documentation in a certain period.

10. WARRANTIES

10.1 FORCE undertakes to remedy defects in the Service due to the fault of FORCE.

10.2 The Customer has a standard duty to investigate the work at delivery according to agreement. FORCE’s liability for errors and deficiencies shall be limited to errors and deficiencies present on delivery and which become known within 24 months from delivery.

10.3 In the event of a claim, the Customer must immediately provide FORCE with a written notice detailing the deficiency or error. Upon receipt of a claim for which FORCE is liable, FORCE will as the only remedy perform a new test, calibration or product testing as relevant, including, if applicable, a new report.

10.4 FORCE’s period of liability for replaced or repaired Service is identical with the period of liability for the original delivered work, which means the new period of liability starts at the same point in time as for the original delivered work.

11. LIABILITY

11.1 FORCE shall not be liable for any costs, loss or damage unless it can be documented and has occurred due to negligence of FORCE in connection with the performance of the Service or deliveries under the Agreement.

11.2 FORCE shall not be liable for loss of operation, loss of time, loss of profits or similar indirect or consequential losses, including any indirect losses which may be remunerated to third parties.

11.3 FORCE performs the requested work and presents reports, statements and guidance on the basis of knowledge and engineering available to FORCE at the time of the completing the Service.

11.4 FORCE is not liable for damages, costs or loss that may occur in connection with any use of data and results outside of the agreed Service and outside the purpose for which FORCE’s statement, Service or report is issued.

11.5 FORCE is not liable in relation to statements and estimates, where it is apparent that such are based on discretionary assessments, unless it can be proven that this assessment was clearly incomplete based on the common knowledge or techniques within the industry at the time of completing the work.

11.6 FORCE is not liable for loss and damage which is a direct result of the failure of FORCE to make the Customer aware of any deficiencies that should be discovered by the selected method, according to the agreed standards, or assessed at FORCE’s discretion.

11.7 FORCE is not liable for any loss or damage incurred if the loss or damage is caused by properties or content of a product or use of a product that has either not been tested or investigated and described in the report, or which deviates from the FORCE description in the report of a product feature or of a possible use of the product.

11.8 FORCE is not liable for any damages incurred, so long as a harmful product or product type has not been actually tested, calibrated or product tested by FORCE, unless the Customer demonstrates a basis for liability and that the damaging product is identical to one that FORCE has specifically tested calibrated or product tested.
11.9 Notwithstanding any other provisions of the Agreement or related documents, FORCE’s total liability, for whatever reason, both in contract and tort, is maximised to the minimum amount of either one (1) time the total payment from Customer to FORCE under this Agreement or five million (5,000,000) DKK. This limitation of liability shall also cover amounts that may be remunerated to third parties.

11.10 In the event of a third-party claim, which FORCE is not liable for under these Conditions, the Customer shall indemnify and hold harmless FORCE for all costs, including legal costs and compensations.

12. MARKETING AND REFERENCE
12.1 In case the Customer wishes to use results from the Service or the products for marketing purposes all references to work, product or Services, as relevant, shall be made to the complete documentation (report) or product type from FORCE in adherence to applicable law. Any wording in such marketing material is the sole responsibility of the Customer.

12.2 In the event that the Service is ceased or suspended by the Customer in accordance with clause 15.1, the Customer may only use FORCE’s name and logo in connection with the Service or its result after written agreement.

13. INTELLECTUAL PROPERTY
13.1 Subject to clause 12 the Customer has full title to reports made. FORCE’s reports may only be published in their entirety, and with source credits. Use of extracts and in citations is only allowed with written consent.

13.2 FORCE maintains all rights to know-how, technology, methods, trade secrets, design, source code, software, interfaces, images, graphics, documentation, tools, processes, patents and other intellectual property rights, and reserves the right to all developments, improvements or modifications thereof, including those used or incurred in connection with the performance of the work (collectively, “FORCE Rights”).

13.3 FORCE retains all rights to data generated by FORCE based on the FORCE Rights regardless of how such arise, and any statistics, information, and other analysis derived from such. FORCE shall have royalty-free, perpetual, right to use and further improve or develop for any of its products or services or FORCE Rights including machine learning of any data that may belong to the Customer (and of which inferred statistics, information and other analysis) arising from access to or use of the FORCE Rights by, or on behalf of, the Customer, regardless of how such have occurred, while respecting confidentiality, cf. clause 14.

13.4 The Customer must respect the obligations of FORCE under the Danish Employee’s Inventions Act.

14. INFORMATION AND CONFIDENTIALITY
14.1 FORCE treats Customer information, the performance of Services, and other details in relation to the customer relationship confidentially. However, FORCE may use the Customer’s name and the overall scope of the Service for reference unless the Customer relationship itself is subject to a separate confidentiality agreement.

14.2 FORCE being a GTS institute, subject to Ministerial supervision, which includes user surveys of Danish Customers, and in this regard, FORCE shall provide Customer’s company name, VAT number and address unless the Customer relationship itself is subject to a separate confidentiality agreement.

15. THE RIGHT OF THE CUSTOMER TO STOP THE WORK
15.1 Should the Customer wish to cease the Service, the Customer must pay for Services already performed, with the addition of the costs incurred by FORCE for staff, equipment etc. as a consequence of the work being ceased.

15.2 Notwithstanding the above, the Customer’s total payment shall never exceed the agreed or estimated price for the Service, and never be less than 20% of the price estimated or fixed price, however, no less than DKK 5,000.

15.3 After the Service has ceased the Customer will receive any preliminary results of the Service or references to relevant documentation, tools, processes, patents and other intellectual property rights, and reserves the right to all developments, improvements or modifications thereof.

16. TERMINATION
16.1 The Agreement may be terminated by either party with 30 days written notice, however, the Customer must pay any outstanding fees or costs including pro rata payment of work performed until the date of notice of termination including unavoidable termination costs of sub-suppliers.

16.2 FORCE may terminate the Agreement without notice if the Customer materially breaches the Agreement including these Conditions.

16.3 Any breach of clauses 17 and 188 is considered a material breach.

17. BUSINESS ETHICS AND CODE OF CONDUCT
17.1 FORCE’s Code of Conduct applies to FORCE and any performance by the parties under this Agreement.

17.2 Denmark and various other countries have signed the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions as well as Criminal Laws combating bribery of Non-
The parties therefore agree and undertake that in performing any of its responsibilities under this Agreement neither they, nor their affiliates or respective officers, directors, or employees acting on their behalf, will commit any criminal offence and/or infringement of mandatory legal requirements applicable to their performance in connection with the Agreement.

17.3 The parties herewith agree to undertake all necessary measures to prevent any such offences and/or infringements of mandatory legal requirements in performing any responsibilities under this Agreement. In particular the parties shall take all precautionary steps within their companies to prevent misconduct such as, but not limited to, to offer, give, insist on, receive or solicit any illegal payments or improper advantage to influence the actions of any person in connection with the Agreement. The parties represent and warrant that none of the aforementioned improper illegal acts have occurred up to the date of this Agreement.

18. SANCTIONS AND EXPORT CONTROL

18.1 Customer represents and warrants that it is not subject to any sanctions, including sanctions issued by the United States Department of Treasury Office of Foreign Assets Controls (OFAC), the European Union, or any other applicable sanctions rules ("Sanctions") that would prevent it, or its affiliates, from transacting business with FORCE, and agrees that it shall comply with such Sanctions.

18.2 In the event that the Customer, or its affiliates, become subject to Sanctions at any point in time, or is currently subject to Sanctions, FORCE shall have the right to amend any Agreement, withhold any deliverables and payments, and reject payments in order to comply with the applicable sanctions program.

18.3 If, as a part of the Service performed under the Agreement, the Customer shall deliver or disclose to FORCE any technologies, products, objects or elements that are covered by any global export control programmes such as the European Union Regulation (EC) No 428/2009 or similar, the Customer represents and warrants that the delivery and redelivery of the product has received relevant export control approval from the applicable authorities. Failure to ensure that items and other elements that are covered by export control regulations have received adequate approvals will cause Customer to be liable and indemnify FORCE for any losses, damages or costs in respect of such non-compliance.

19. GOVERNING LAW AND DISPUTES

19.1 The Agreement, including these Conditions are governed by Danish law, without giving effect to its provision or rules regarding conflicts of law.

19.2 Any dispute arising between the parties arising out of the performance of the Service or the interpretation of the Agreement, including these Conditions shall, if such dispute cannot be solved amicably between the parties within reasonable time, be settled by the Danish Arbitration Institute in accordance with its rules of procedures and the process shall be subject to confidentiality.

20. ACCREDITED SERVICES

20.1 Accredited services are performed subject to applicable regulations on accreditation, as amended from time to time, and in accordance with and limited in scope to the relevant standards.

20.2 FORCE is subject to the supervision of the accreditation authority, which has a duty of confidentiality. The Customer agrees that FORCE, for accredited services, provides the accreditation authority access to the Customer’s information for the execution of review and audits.