



# TERMS OF BUSINESS

as of 1 January 2019

DBI Fire & Security



## 1. Contractual basis

**1.1** These terms of business complements the contract made between DBI Fire & Security (henceforth "DBI") and the customer and forms an integral part of this contract.

**1.2** In case any terms of business, order confirmations etc. of the customer are incompatible with these terms of business these terms of business shall take precedence.

**1.3** The services and contractual obligations of DBI are described in the contract.

**1.4** Changes and/or amendments to the services and contractual obligations of DBI are only valid if the parties have agreed these in writing. Further works which DBI perform in connection with an amendment of its assignments will be subject to the contract and its terms of business, however, subject to adjustment of DBI's fees and time schedules.

### Subcontractors

**1.5** DBI is entitled wholly or in part to have its assignments performed by others.

## 2. ABR18 (General conditions for consultancy services for building and construction works)

**2.1** DBI conducts its works on the same basis as consulting engineers and ABR18 (General conditions for consultancy services for building and construction works) is applicable to this contract.

## 3. Terms of payment

**3.1** Net cash, 30 days of invoice date.

**3.2** In case of payment after the due date the applicable rate of interest is the discounted annual interest rate of The Danish National Bank +7 % p.a. and an administrative fee of DKK 100 for each payment chaser.

**3.4** If payment has not been received at the latest 10 days after despatch of a chaser the total amount due to DBI including interest and costs

will be collected.

**3.5** The fees of DBI for conducting an assignment is calculated in accordance with the contract.

**3.6** If no contract governing the fees of DBI have been agreed prior to the commencement of the works the fees shall be calculated on the basis of time spent according to the applicable rates per hour of the partners and associates who have conducted the assignment.

**3.7** When performing assignments lasting considerable time DBI is entitled to invoice on account and is entitled at its discretion to invoice its fees in advance.

**3.8** Any fees quoted by DBI at the time of entering into contract is an assessment made on the basis of assumptions made by the parties in the contract. It follows that even if a fixed fee has been agreed for the assignment DBI is entitled to charge fees for the additional time spent delivering service in the following situations where it becomes apparent that (a) the assumptions for delivery of the service have been changed, or (b) the assumptions for delivery of the service were incorrect or insufficient and the reasons for (a) and (b) can be ascribed to the customer.

**3.9** Costs and out of pocket expenses including reasonable travel costs, lodging, subsistence, publications, data etc. is to be paid by the customer in addition to the fees.

**3.10** Written offers are valid for 1 month as of the date of the offer unless the offer describes otherwise.

## 4. Liability

**4.1** DBI has no liability for damage and loss which is not covered by the general liability and product liability insurance and professional indemnity liability of DBI.

**4.2** DBI's general liability and product liability

ity insurance and professional indemnity insurance covers liability which DBI may incur during the performance of the assignment if the claim is made and reported to DBI within the time period in which the insurance is valid. erhvervsansvarsforsikring

**4.3** In case of professional indemnity and claims related thereto DBI's liability for loss or damage is limited to a maximum of 3 times the agreed fees to DBI. Cover ceases at the latest 5 years after the finalisation of the assignment.

**4.4** DBI is not liable for loss of production, loss of time, loss of profit, loss of data, loss of goodwill or other indirect and/or non-economic loss.

**4.5** DBI's advice tests, preparation of test certificates and reports, investigations and checks – regardless of its nature – are performed on the basis of the knowledge and method which is available to DBI at the time of advising or at the time of the tests, investigations or checks. DBI is not liable if subsequent development might show that DBI's knowledge or method is lacking or incorrect.

**4.6** If report, test certificate/report or report of checks is used for purposes which fall outside the scope which has been the basis of DBI's advice, testing or checks as per the reports prepared DBI has no liability therefor.

**4.7** DBI has no liability for damage or other loss which is incurred in connection with any opinions expressed by DBI if DBI has stated that the opinion is based on an assessment or is made at the discretion or to the best of DBI's knowledge and belief.

**4.8** The customer may claim against DBI only and not against its employees.

**4.9** DBI cannot be held responsible for claims which may arise as a result of forgery, misleading or incomplete information, data or documentation which has been provided by other parties than DBI.

**4.10** If one of the customer's products causes damage DBI has no liability for such damage

- If the damage is the result of conduct of the customer before DBI's certificate/report of testing or checks has been made by DBI
- If the product causing damage has not actually been tested by DBI unless the customer proves that the product causing damage is in every way identical to a product actually tested by DBI and if the damage is due to a property of the product or a usage of the product which has either not been tested and described in the report of testing or which deviates from DBI's description in the test report or product properties or a possible usage of the product.

**4.11** If DBI has assumed an obligation to continually check whether a service is in accordance with the contract and if the result of such checks are to be available within a certain deadline it is incumbent on the customer to expressly advise of this when placing the order. In case of such continual control DBI's liability is limited to the consequences of late notice that the service in question is not in accordance with the contract.

**4.12** DBI is not liable for delay in connection with performance of assignments for the customer.

**4.13** If DBI has received samples and equipment which it has been agreed or presumed by the customer will be returned to the customer DBI is only liable for loss of or damage to the samples and equipment received if it is proven that this is a result of errors or omissions on the part of DBI.

**4.14** DBI's liability is limited to the value of the sample or equipment so received. If return of samples and equipment has not been agreed and/or presumed DBI will keep the samples and/or equipment for 1 month only upon finalising the assignment whereupon these will be destroyed or returned to the customer at the customer's cost. Samples and equipment which have been left to DBI are not covered by DBI's insurance and accordingly it is incumbent upon the customer to

ensure these for losses arising out of fire, water damage, theft vandalism etc.

## **5. Duty of confidentiality**

**5.1** DBI has a duty of confidentiality in respect of the tasks and agreements made and their content. Any passing of information to third parties can only take place upon written permission.

**5.2** If testing or development work leads to results of general public interest DBI can only publish these results if this does not infringe upon the rights of the customer.

**5.3** When DBI assumes an assignment which includes the assessment of a service provided by a third party the customer must allow that DBI may contact the third party and other relevant parties to obtain information for use in performing the assignment unless otherwise has been agreed with the customer in writing.

## **6. Rights**

**6.1** The results DBI produce within the scope of a contract or given assignment and the rights to use these results belongs solely to the customer.

**6.2** DBI has the rights to any type of intellectual property products and outcome which arises as a result of the performance of the assignment.

**6.3** Each party maintains its rights which existed prior to the commencement of the assignment whether these rights are part of the service and no part obtains any rights belonging to the other party prior to the contract.

## **7. Termination of contract**

**7.1** In case of termination including termination for breach DBI is entitled to payment of fees for the work that has already been performed and/or work which has been planned to be performed internally within DBI before termination or the expiry of notice of termination.

**7.2** Further, the customer must reimburse DBI

its costs which had been incurred prior to the termination or termination for breach which DBI has incurred or contracted with third parties as part of performance of the assignment.

## **8. GDPR**

**8.1** DBI respects its customers' expectations that personal data is kept confidential. DBI collects and handles personal data in compliance with applicable laws including but not limited to The Danish Data Protection Act and applicable data protection regulations of the EU regarding data protection.

**8.2** In addition, DBI may make use of third parties no matter where these may be located as suppliers of storage and handling of personal data which has been received from the customers, its representatives or other sources.

**8.3** Electronic messages are vulnerable. Each party is responsible to protect its own systems and interests.

### **Terms specific to fire testing**

## **9 Conditions for use of DBI's identification no. 0845**

**9.1** The customer (the manufacturer or its authorised representative) is responsible for placing the CE/rat marking. Where DBI takes part in the production control phase (for products under AVCP system 1 or for products under module D, E and F) this requires that DBI's identification no. 0845 must accompany the CE/rat marking in accordance with applicable harmonised technical legislation. For products which are documented in accordance with AVCP system 3 DBI's reports are provided DBI's identification no. 0845.

**9.2** In the above connections DBI's identification no. must not be used as misleading advertising, for example as a warranty or guarantee of the products of the manufacturer.

**9.3** DBI's identification no. must not be used for purposes, activities or events which are not

compatible with DBI.

**9.4** DBI is not liable for damage or loss of any nature which directly or indirectly arises out of the use of DBI's identification number.

**9.5** DBI is not liable to third parties in connection with claims which arise out of the customer's usage of DBI's identification number and is due to the customer's actions or omissions.

**9.6** For product certification under AVCP system 1 or under module D, E and F where DBI's identification number is to accompany the CE/rat marking the CE/rat marking must be placed on the product or on a label affixed to the product so that it is visible, easy to read and cannot be deleted.

**9.7** Upon recall or termination of the certification which has formed the basis of permission to use DBI's identification number or usage of DBI's identification number must cease immediately.

**9.8** DBI may in its discretion and if found appropriate take any steps towards manufacturers which do not adhere to these regulations.

## **10. Disputes**

**10.1** This contract is subject to Danish law.

Disputes which cannot be resolved by negotiations must be resolved by arbitration in Denmark in the Danish language.