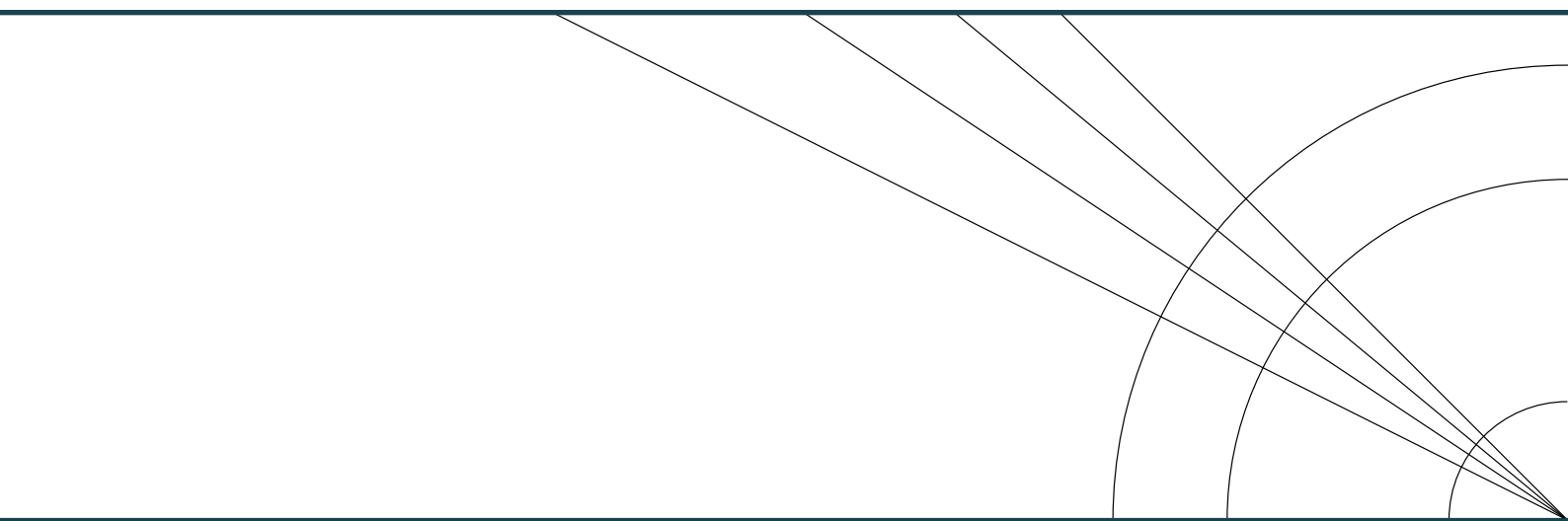


# TERMS OF BUSINESS

as at 1 January 2021

**Terms of business for certification and inspection  
related to DBI Certification A/S**



## 1. Definitions

1.1 *Certification* means the issuance of a document for third-party verification of the fulfilment of a specific requirement basis or normative documents.

1.2 *Inspection* means a control-audited compliance with the customer's production under third-party verification of the fulfilment of a specific requirement basis or normative documents.

## 2. Contractual basis

2.1 These terms of business supplement the contract entered into between DBI Certification A/S (hereinafter referred to as "DBIC") and the customer and thus form an integral part of the contract.

2.2 If there is mutual inconsistency, these terms of business take precedence over any terms of business of the customer, order confirmations etc.

2.3 DBIC's service is described in the contract.

2.4 Changes and/or supplements to the agreed service are valid only if agreed by the parties in writing. Further work which DBIC 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 DBIC's fees and time schedule.

## Subcontractors

2.5 DBIC is entitled to have others perform the assignment in whole or in part.

## 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, DBIC's total receivable including interest and costs will be sent for debt collection.

3.4 DBIC's fees for performance of an assignment are calculated in compliance with the contract.

3.5 If no contract concerning fees has been entered into with the customer before the work is commenced, 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, DBIC is entitled to invoice on account, and at DBIC's discretion advance invoicing can be made.

3.7 DBIC'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, DBIC is entitled, in the following situations, to calculate fees for the extra time that DBIC 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 month after the date of the quotation unless otherwise specified.

## 4. Certificates etc.

4.1 DBIC may always withdraw the certificate if the customer fails to fulfil the requirements specified in the requirement basis defined in the contract, and

- if the certificate is abused, including DBIC's name
- in case of the customer's bankruptcy, sale or other type of surrender of the customer's activities
- the customer's provision of incomplete or incorrect information
- non-performance of relevant requirements of a serious nature
- non-disclosure of changes or other matters of material importance to the issuance of a certificate
- claim for application that the certificate does not cover
- outstanding amount to DBIC

- cessation for a long period of delivery of products included in the certificate
- breach of agreements with DBIC of importance to the issuance of a certificate.

4.2 In case of withdrawal of the certificate, the customer must immediately stop marketing itself as being certified by DBIC and otherwise follow the guidelines specified on the withdrawal.

## 5. Closing down of DBIC

5.1 If DBIC ceases its activities or is deprived of its accreditation, DBIC is under an obligation to inform its customers.

5.2 DBIC is not liable for losses which the customer may suffer directly or indirectly (e.g. on cessation of certification) as a result of DBIC ceasing its activities or is deprived of its accreditation. It should be noted that if DBIC ceases its activities or is deprived of its accreditation, the maintenance of the customer's certification may be rendered difficult or even impossible.

## 6. Liability

6.1 DBIC has no liability in damages for damage not covered by DBIC's general liability and product liability insurance, and professional liability of advisers insurance.

6.2 DBIC's general liability and product liability insurance and professional liability of advisers cover the liability in damages which DBIC may incur in the performance of the assignment if the claim for damages has been made and notification thereof has been made to DBIC before the validity period of the insurance agreement.

6.3 DBIC'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 DBIC.

6.4 DBIC 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.

6.5 DBIC's service takes place based on the knowledge and technology that DBIC possesses at the time when the service is performed. DBIC is not liable if later development shows that DBIC's knowledge and technology are defective or incorrect.

6.6 If a service provided by DBIC is used for purposes outside the framework that formed the basis of DBIC's performance, DBIC cannot be held liable to this effect.

6.7 DBIC has no liability for damage or other losses that occur in connection with the use of statements from DBIC if DBIC has specified that the statements rest on an estimated opinion or assessment.

6.8 The customer can only make claims against DBIC and not against the individual employees.

6.9 If a third party holds DBIC liable for personal injury, property damage or damage to assets caused by DBIC's work, including product liability, the customer is obliged to indemnify DBIC for any liability beyond what the customer can claim against DBIC. DBIC may demand that the customer takes over the conduct of such legal proceedings on behalf of DBIC.

6.10 DBIC 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 DBIC.

6.11 If one of the customer's products cause damage, DBIC is not liable for such damage caused.

6.12 If DBIC 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, DBIC's liability is limited to only apply to any late protest that the said analysis is not contractual.

6.13 DBIC is not liable for delay in connection with the performance of assignments for the customer.

6.14 If DBIC 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, DBIC 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 DBIC.

6.15 DBIC'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 DBIC 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. Samples and materials left to DBIC are not covered under DBIC's insurance policies, for which reason it is for the customer to take out insurance for losses in case of fire damage, water damage, theft and criminal damage etc.

## **7. Duty of confidentiality**

7.1 DBIC has a duty of confidentiality as regards solution of assignments and contracts concluded and their contents. Notification of a third party may only take place according to written permission.

7.2 When DBIC undertakes an assignment which includes assessment of a service performed by a third party, the customer must respect that DBIC 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.

7.3 Notwithstanding the above duty of confidentiality, DBIC may always provide information that is demanded by relevant administrative authorities in connection with certification or inspection.

## **8. Rights**

8.1 The certificates issued and inspection reports with attaching documents are the customer's property, but see clause 4.

8.2 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.

## **9. Termination of the contract**

9.1 In case of termination or cancellation of the contract, DBIC is entitled to remuneration for the work already performed and/or work that has been planned internally with DBIC to be performed before the cancellation or the expiry of the notice of termination.

9.2 The customer must further reimburse DBIC's costs that DBIC has committed to pay to a third party as part of the performance of the assignment, before the termination or the cancellation.

## **10. Data policy**

10.1 DBIC respects its customers' expectations as to personal data protection and confidentiality. DBIC 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.

10.2 DBIC may also use third parties notwithstanding their location as suppliers of storage and processing of personal data received from the customers, their representatives or other sources.

10.3 Electronic messages are vulnerable. Each party is responsible for protecting its own systems and interests.

## **11. In particular for product certification. Conditions for the use of DBIC's identification number 2531.**

11.1 The producer or its authorised representative is responsible for the placing of the CE mark/wheel mark. This requires that DBIC identification number 2531 must accompany the CE mark's symbol/wheel mark, according to:

- Regulation (EU) no. 305/2011 - Construction Products (CPR)
- Directive 2014/90/EU - Marine Equipment (MED)
- Regulation (EU) 2016/426 - Appliances Burning gaseous fuels (GAR)

11.2 DBIC is not liable to third parties in connection with claims arising out of the customer's use of DBIC's identification number.

11.3 In the above connections, DBIC's identification number may not be used as misleading or deceptive advertising.

11.4 DBIC's identification number may not be used for purposes, activities or arrangements that are incompatible with DBIC.

11.5 DBIC is not liable for losses or damage of any nature which has directly or indirectly occurred in products that use DBIC's identification number.

11.6 DBIC is not liable to third parties in connection with claims arising out of the producer's application which makes use of DBIC's identification number.

11.7 DBIC's identification number/CE mark/wheel mark must be placed on the construction product, an attached label or other related documentation so that it is easily visible, easy to read and cannot be deleted.

11.8 In case of recall or cessation of the certification that has formed the basis of permission to use DBIC's identification number, all use of DBIC's identification number must cease immediately.

11.9 DBIC 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.

## **12. Disputes**

12. 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.