



Bactoforce – General conditions of inspection and testing services

Application

Unless otherwise expressly agreed in writing, all offers or services and all resulting contractual relationship(s) (hereinafter “Contract/Contracts”) between Bactoforce International A/S, a company registered in Denmark under the Danish Business Registration no. (CVR) 19666905, and its subsidiaries worldwide at all times (hereinafter individually and together “Company”) and the customer (hereinafter “Customer”) shall be governed by these general conditions of inspection and testing services (hereinafter “General Conditions”).

Should the Customer in its offer, in its order or in any other way stipulate provisions which conflict with these General Conditions, the General Conditions shall take precedence, even in case Company fails to object to such conflicting provisions.

Quotations and conclusion of Contracts

Unless otherwise stated, any quotation from the Company is valid for 30 days. A Contract shall not be deemed concluded, until Customer has received a written order confirmation from Company containing an acceptance of Customer’s order.

The Services

The Company may perform inspection or testing services (hereinafter the “Services”) for Customers being persons or entities (private, public or governmental) issuing instructions.

The Services may include test, measurements, and/or control of a condition, at any given time within specified standards, framework or by agreement. Consultancy services are not part of the scope, unless otherwise stated in the Contract between the Company and the Customer.

In some cases, the Services will lead to the need for an active modification to an object (e.g. calibration or repair). Such additional services may be

performed as an additional service (“Additional Service”) by the Company.

In the event that the Services by the Company includes consultancy service, the scope and content of such consultancy service must be specifically agreed between the Parties in writing.

Provision of services

The Company will provide Services using reasonable care and skill and in accordance with the Customers’s specific instructions, as confirmed by the Company. In the absence of such instructions, the following shall apply:

- a) the terms of any standard order form or standard specification sheet of the Company; and/or
- b) any relevant regulatory guidelines, trade custom, usage or practice; and/or
- c) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

The completion of the Services shall be evidenced by the Company’s issuance to Customer of a written report (“the Report”) setting forth the results of the Services.

The Report shall (i) constitute the sole deliverable for the Services, (ii) relate solely to the facts and circumstances as observed and recorded by Company at the time of performance of the Services.

The Report issued by the Company is intended for the exclusive use of the Customer and its affiliates and, except as required by an external regulatory body, shall not be published, used for advertising purposes, copied or replicated for distribution or publicly disclosed without Company’s prior written consent. The Company is not responsible for any third party’s interpretation of the Report.

The Customer shall not request a Report for purposes of litigation, nor shall it list the Company, its





affiliates or employees as an expert in any proceeding without Company's prior written consent. If the Customer anticipates producing or otherwise using the Report in any legal proceedings, it shall so notify the Company prior to submitting the Report in such proceeding.

The Company may delegate the performance of all or part of the Services to a subcontractor. The Company may disclose all information necessary for such performance to the subcontractor.

Obligations of the Customer

The Customer will

- a) ensure that the information, instructions and documents necessary for the performance of the Services are given to the Company in due time;
- b) procure all necessary access for the Company's (incl. subcontractor's) representatives to the premises, where the Services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the Services;
- c) supply to the Company, if required, any special equipment and personnel necessary for the performance of the Services;
- d) ensure that all necessary measures are taken under their sole responsibility for safety and security of working conditions, sites and installations during the performance of the Services;
- e) inform the Company in advance of any known hazards or dangers, actual or potential, associated with the Services including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons; the Customer shall be liable for all and any damage arising of the dangerous nature of the sample material;
- f) examine any inspected or tested object after performance of the Services to ensure that the object is ready to be operated. It is the responsibility of the Customer to secure that the inspected object can be operated.

Price and Payment Terms

All prices are exclusive of VAT and other taxes.

Bactoforce reserves the right to invoice additionally waiting time, which occurs due to the Customer's failure to comply with the obligations under these General Conditions.

Unless otherwise agreed, costs related to travelling, hotels, meals, freight, etc. will be invoiced as per actual cost. Travelling time for the Company's employees will be invoiced according to the Company's price list and according to actual travelling time.

The Customer shall comply with the payment obligations set out in the Agreement. In the absence of payment obligations in the Agreement:

- The Customer shall submit payment to the Company within fourteen (14) days from the date of invoice, and
- Payment shall be made to the bank account specified by Company, and
- The Customer shall pay all amounts due under the Contract in full and without any setoff, counterclaim, deduction or withholding, except if said setoff, counterclaim etc. is required by law and the Customer has documented such request, and
- If a payment is delayed, the Customer shall pay to Company an default interest rate of two percent (2 %) for every month or part of a month until payment is effected.

If the Customer does not comply with the payment obligations set out in these General Conditions or the Contract, the Company may suspend its performance until the Customer complies with the payment obligations.

Nothing under this clause will limit any other right or remedy available to the Company.

The Company reserves the right to set-off against any payments due under the Contract and/or any other Contract with the Customer.

Suspension or Cancellation of Services by the Company

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the Services or to terminate the Contract without advance notice in the event of failure by the





Customer to comply with any of its obligations under the Contractual Conditions.

In particular, the Company's personnel shall have the right without incurring any liability on the Company or itself to terminate work for the Customer at any time, if the Company's personnel, at their discretion, find that the performance of work at site pose a risk to the Company's personnel's safety and health or in any other way prevents the safe performance of the work.

Suspension, cancellation or postponement of services by the Customer

If the Services are suspended, cancelled or postponed seven (7) days or less before the agreed start, the Customer will be invoiced a fee of thirty percent (30%) of the price for the work or the estimated price of the work, however not less than five hundred (500) EUR. The Company will in addition be entitled to payment of the amount of all non-refundable expenses incurred by the Company.

If the Services are suspended, cancelled or postponed two (2) days or less before the agreed start, the Customer will be invoiced a fee of seventy-five percent (75%) of the price for the work or the estimated price of the work, however not less than five hundred (500) EUR. The Company will in addition be entitled to payment of the amount of all non-refundable expenses incurred by the Company. This will also apply if the Customer is responsible for delays in the work.

Should the Customer wish to cease the Services, the Customer must pay for the Services already performed, with the addition of the costs incurred by the Company for staff, equipment etc. as a consequence of the Services being ceased.

Liability

The Company performs the requested Services and presents Reports and guidance on the basis of knowledge and engineering available to the Company at the time of completing the Services.

The Company undertakes to exercise due skill and care in the performance of the Services and accepts liability only in cases of proven negligence of the

Company in connection with the performance of the Services or deliveries under the Contract.

Limitation of Liability

The Company's liability for delay in performance of the Services and/or delivery of the Report is limited to the agreed price for the delayed Service/Report.

The Company's liability for defective Service and/or Report is limited to the agreed price for the defective Service/Report.

The Company shall in no event be liable for loss of operation, loss of time, loss of profits or similar indirect losses or consequential damage, including any indirect losses, which may be remunerated to third parties.

The Company is not liable for damages, costs or losses that may occur in connection with any use of data and results outside of the agreed Service and outside the purpose for which the Company's Service or Report is issued.

The Company's non-contractual liability shall in any event be limited to the insurance sum remaining at any time under the Company's liability insurance(s).

Product Liability

Subject to the limitations stated in this clause the Company is liable for product liability claims pursuant to Danish law.

To the extent that the Company is liable to pay compensation due to product liability, the Company's liability shall in any event be limited to direct loss. In no event shall the Company be liable for operational loss, loss of earnings, loss of profits, loss of savings, loss of data, loss of goodwill or any indirect or consequential loss.

The Company's product liability shall in any event be limited to the insurance sum remaining at any time under the Company's product liability insurance policy.

To the extent that product liability is imposed on the Company because of a third-party claim, the Customer shall indemnify the Company to the same extent, as the Company's liability is limited towards the Customer in accordance with the above.





Should a third-party file a claim for compensation pursuant to the above against either the Company or the Customer, the party in question shall without delay inform the other party of same.

Intellectual Property

The Customer has full title to Reports, when delivered to the Customer. The Company's Reports may only be published in their entirety, and with source credits. Use of extracts and citations is only allowed with written consent.

The Company 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 "Company Rights").

The Company retains all rights to data generated by the Company regardless of how such arise, and any statistics, information, and other analysis derived from such. The Company shall have royalty free, perpetual, right to use and further improve or develop for any of its products or services or Company 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 Company Rights by, or on behalf of, the Customer, regardless of how such have occurred, while respecting confidentiality.

Force Majeure

The Company shall be exempted from fulfilling its obligations pursuant to the present General Conditions, if the failure to fulfil the obligations is due to riots, strikes, lock-outs, civil commotion, civil war, war, epidemics, pandemics, insufficient security measures or other events beyond the control of the Company. In case of force majeure, the time of performance of the Service/delivery of the Report is postponed for a period corresponding to the duration of the impediment. Each party is however, entitled to terminate the Contract regarding the relevant Service/Report in writing, if the impediment has lasted or is expected to last more than two (2) months.

Confidentiality

The Company treats Customer information, the performance of Services, and other details in relation to the Customer relationship confidentially. However, the Company 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.

Governing Law and Disputes

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

Any dispute arising between the parties including disputes arising out of the performance of the Service or the interpretation of the Contract and/or these General 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 the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The place of arbitration shall be the city and country where the Company concluding the Contract with the Customer has its principle place of business. The language to be used in the arbitral proceedings shall be English. The process shall be subject to strict confidentiality.

