

General Terms and Conditions for Commissioned Work

General stipulations

These General Terms and Conditions shall apply to all commissioned work performed by the NoriDane Consult A/S for a contract party (the Customer), including, but not limited to, counselling, instruction, information retrieval and communication and sale. Unless otherwise agreed, these General Terms and Conditions shall also apply to any other and subsequent agreements between NoriDane Consult A/S and the Customer. Unless specifically accepted in writing by NoriDane Consult A/S, any deviating provisions or provisions to the contrary contained in the order placed by the Customer or in his acceptance shall not apply.

1. Scope of commissioned work

- 1.1 The nature, contents and financial conditions of the commissioned work shall be stated in an offer or order quotation. Any amendments to the agreement shall be in writing.
- 1.2 Time schedules, price estimates, etc. are approximate unless otherwise agreed in writing. If NoriDane Consult A/S foresees major delays or budget overruns compared to the agreed terms or material obstacles to the performance of the commissioned work, the Customer shall be informed thereof, following which the Customer shall be entitled to change or stop the work, cf. clause 6.1.
- 1.3 NoriDane Consult A/S shall be entitled to a fee for work performed regardless of whether the results expected by the Customer are achieved, unless it has been agreed in writing between the parties that NoriDane Consult's fee is contingent upon the achievement of concrete, specified results.
- 1.4 NoriDane Consult A/S shall be entitled to have commissioned work performed by a sub-contractor.

2. Confidentiality

- 2.1 The Customer and NoriDane Consult A/S are mutually obligated not to disclose any information about the other party that is not generally known to the public. The same applies to any external advisers or consultants who contribute to the execution of the assignment. The duty of confidentiality applies for 3 years after the assignment has been performed.
- 2.2 When NoriDane Consult A/S undertakes work that involves an assessment of a service provided by a third party, the Customer accepts and understands that NoriDane Consult A/S may approach such third party and other relevant bodies to obtain information for use in performing the work.
- 2.3 NoriDane Consult A/S shall at any time be entitled to pass on information, which NoriDane Consult A/S is under a statutory obligation to disclose.
- 2.4 If, while performing commissioned work, NoriDane Consult A/S becomes aware of factors that in the opinion of NoriDane Consult A/S may cause material damage to health or environment, NoriDane Consult A/S may, if required, inform the Customer thereof. If the Customer does not, as quickly as possible, take the steps necessary to prevent or limit the risk of material damage to health or environment, NoriDane Consult A/S shall, notwithstanding any separate agreement on discretion or secrecy, be entitled to pass on such knowledge to the relevant authorities.

3. Reference to results, etc.

- 3.1 The Customer may only publish the reports of NoriDane Consult A/S in their entirety.
- 3.2 The Customer may not mention or refer to NoriDane Consult A/S or NoriDane Consult A/S employees for advertising or marketing purposes unless NoriDane Consult A/S has granted its written consent in each case. Such consent shall lapse if the Customer stops or postpones the work, cf. clause 6.1.
- 3.3 NoriDane Consult A/S shall be entitled to demand that the Customer returns reports, etc. prepared by NoriDane Consult A/S together with the pertinent documents if NoriDane Consult A/S discovers any errors or defects in such material.

4. Rights relating to the results of the commissioned work

- 4.1 Results, including reports, instructions, assessments, etc., which NoriDane Consult A/S generates in connection with the commissioned work, belong to the Customer. If the results contain software that NoriDane Consult A/S has generated in connection with the commissioned work, the Customer acquires an unlimited right to utilize the software.
- 4.2 NoriDane Consult A/S has the right to use the general technical knowledge and know-how generated during the performance of the commissioned work for other purposes, including in collaboration with third parties.

5. Force Majeure

- 5.1 In the event of force majeure, NoriDane Consult A/S shall be entitled to cancel or postpone a delivery or a part of a delivery for any period of time, without this being considered a breach of these Terms.
- 5.2 Force majeure shall include but not be limited to the following: Civil disorder, natural disasters (e.g. earthquakes, storm surges, comprising floods, volcanic eruptions, waterspouts), acts of terrorism, walk-outs, blockades or lock-outs (regardless of whether NoriDane Consult A/S is party to such conflict), pandemics, war, riots, fire, transport accidents, restrictions of currency or other financial restrictions, import or export bans as well as sanctions implemented by or towards governments, operational failure as well as third party failure or shutdown of production or other operations.

6. Confidentiality

- 6.1 All information disclosed in connection with a sale or an intended sale shall be considered confidential to the Buyer and may not be shared by the Buyer with anyone.
- 6.2 NoriDane Consult A/S shall be entitled to disclose specific information including but not limited to corporate documents, permits, and test results, which NoriDane Consult A/S receives from the Buyer to other parties for the purpose of sourcing the goods, or for any other purpose which NoriDane Consult A/S deems relevant.

7. Jurisdiction and Applicable Law

- 7.1 For any contract outside the scope of clause 7.1 the following shall apply:
 - (i) Any dispute arising out of or in connection with the Terms or a sale made by NoriDane Consult A/S, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration.
 - (ii) These Terms shall be governed by the laws of Denmark and any sale made by NoriDane Consult A/S shall always be subject to the laws of Denmark.

8. Fees and terms of payment

- 8.1 Failure by NoriDane Consult A/S to exercise or enforce any rights under these Terms shall not be deemed to be a waiver of any such right, nor to be a bar to exercise or enforcement thereof at any time or times thereafter.

9. Fees and terms of payment

- 9.1 Commissioned work shall be performed according to account rendered based on the hourly rates from time to time fixed by NoriDane Consult A/S including transport charges and other outlays.
- 9.2 In respect of long-term work, NoriDane Consult A/S shall be entitled regularly to adjust the hourly rates stated under 5.1. The Customer shall receive notice of such adjustments 30 days prior to the date on which they come into force.
- 9.3 The assessment of hourly rates and other costs are excl. VAT and any national taxes has not been taken into account. Any and all VAT and/or national taxes must be paid by the Customer. NoriDane Consult A/S shall be entitled to issue invoices on account once a month for work performed in the past month.
- 9.5 In case of overdue payment of balances due to NoriDane Consult A/S, interest shall be charged at the rate of 1.5% for each commenced period of one month.

10. The right to change and cancel the work

- 10.1 If the Customer issues instructions to stop or postpone the work, cf. clause 1.2, work already performed shall be paid for according to invoice, just as the Customer shall reimburse NoriDane Consult A/S for any costs incurred in connection with the cancelled or postponed work that NoriDane Consult A/S has already undertaken to pay, such as expenses to a third party, special equipment, or premises, etc.
- 10.2 Moreover, the nature or scope of commissioned work may only be changed subject to the written consent of NoriDane Consult A/S.
- 10.3 If the performance of commissioned work is stopped or postponed NoriDane Consult A/S shall not be liable for any defects or errors in work already performed.

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11. Liability

- 11.1 NoriDane Consult A/S shall be liable towards the Customer for any errors and negligence in connection with the performance of the work pursuant to the general rules of compensation of Danish law, subject to such limitations as follow from clauses 7.2 to 7.11. NoriDane Consult A/S shall in no event be liable for circumstances or events causing a loss that are not attributable to any errors or negligence on the part of NoriDane Consult A/S.
- 11.2 NoriDane Consult A/S shall not be liable for injury or damage arising in connection with the use of counselling provided by NoriDane Consult A/S or test or control reports prepared by NoriDane Consult A/S if the use thereof is outside the scope of the commissioned work or the specified objects.
- 11.3 If NoriDane Consult A/S work is not concluded with a report or the delivery of a service, or if the service provided consists of a statement in which it is specified that it is based on an estimate or assessment, NoriDane Consult A/S shall not be held liable unless NoriDane Consult A/S is guilty of gross negligence.
- 11.4 NoriDane Consult A/S shall not be held liable for tortious acts on the part of any one of NoriDane Consult A/S's sub-contractors unless such sub-contractor has been appointed by NoriDane Consult A/S without being proposed or approved by the Customer.
- 11.5 In case of joint liability between NoriDane Consult A/S and one or more parties, NoriDane Consult A/S shall only accept liability for such proportion of the loss suffered by the Customer as is accounted for by the share of the overall liability attributable to NoriDane Consult A/S.
- 11.6 If NoriDane Consult A/S has undertaken, on behalf of the Customer, to verify that services provided by a third party to the Customer are according to contract, NoriDane Consult A/S shall only be held liable for loss or damage that the Customer might suffer owing to NoriDane Consult A/S failure to point out, in due time, that a specific service is not according to contract. Thus, NoriDane Consult A/S's liability shall be subordinated to the claim for compensation that the Customer may make against the third party in question, and NoriDane Consult A/S's liability shall moreover be subject to the other limitations stated in this clause 7.
- 11.7 If NoriDane Consult A/S has received samples or equipment from the Customer, NoriDane Consult A/S shall exclusively be held liable for loss of or damage to such samples or equipment if an agreement in writing has been made with the Customer to return such samples and equipment. In addition, in such event, NoriDane Consult A/S shall only be held liable if it can be substantiated that NoriDane Consult A/S is guilty of gross negligence, and the compensation can in no event exceed the cost of the material necessary for manufacturing the samples or equipment in question. If the return of samples and equipment has not been agreed upon, NoriDane Consult A/S will only keep such samples and equipment for a period of up to three months after the completion of the work.
- 11.8 NoriDane Consult A/S cannot be held liable for more than the direct loss suffered by the Customer. Thus, NoriDane Consult A/S shall not be held liable for losses on operations, loss of earnings or any other indirect losses. NoriDane Consult A/S total liability shall not exceed DKK 1,000,000 except for bodily injury according to Danish law.
- 11.9 If any third party holds NoriDane Consult A/S liable for bodily injury or damage to property including, but not limited to, product liability, the Customer shall be obliged to indemnify and hold NoriDane Consult A/S harmless from any claim exceeding the amount of any claim(s) that can be brought against NoriDane Consult A/S. NoriDane Consult A/S may request the Customer to defend any such claim on behalf of NoriDane Consult A/S.
- 11.10 NoriDane Consult A/S cannot be held liable for claims regarding loss, damage or injury that have not been made in writing within three years after delivery by NoriDane Consult A/S of the service in respect of which the claim is made. In addition, NoriDane Consult A/S liability is contingent upon the Customer complaining in writing as soon as he has become aware of, or should have become aware of, the existence of a potential claim for compensation against NoriDane Consult A/S. Notwithstanding the said time limit of three years, NoriDane Consult A/S shall not be liable for any damage or injury that was impossible to foresee in view of the know-how and technology available at the time of the performance of the commissioned work.
- 11.11 If NoriDane Consult A/S is prevented from performing its obligations under the agreement as a result of extraordinary external factors which should not have been foreseen by NoriDane Consult A/S at the time when the agreement was concluded (force majeure), this will not be deemed to constitute breach.

12. Anti-Money Laundering

- 12.1 To ensure compliance with anti-money laundering rules and to prevent inter alia the financing terrorism and similar, NoriDane Consult A/S shall be entitled to reject any third-party payments or payment from private individuals. NoriDane Consult A/S shall be solely entitled to dismiss any payment which is deemed contrary to the anti-money laundering rules and guidelines applied by NoriDane Consult A/S. If a payment is rejected by NoriDane Consult A/S, the purchase price shall be deemed to remain outstanding.
- 12.2 The Buyer is obligated to accept the anti-money laundering policies of NoriDane Consult A/S in force at any time.
- 12.3 NoriDane Consult A/S shall be entitled to return to sender any payment which is made by a third party and which NoriDane Consult A/S in its sole discretion renders noncompliant with the policies of NoriDane Consult A/S.
- 12.4 NoriDane Consult A/S shall be entitled to terminate its relationship with any of its business partners if they, in the sole discretion of NoriDane Consult A/S, fail to comply with the policies of NoriDane Consult A/S.

13. Prohibition Against Child Labour and Slavery

- 13.1 The Buyer warrants that it is not and has never been directly or indirectly connected to any instance of child labour or slavery. NoriDane Consult A/S shall at all times be entitled to cancel any contract if a Buyer is deemed to be or have been involved in slavery or child labour. NoriDane Consult A/S does not accept the use of child labour by any of its counterparties nor by any third party, regardless of whether the circumstances deem slavery or child labour to be legal within the jurisdiction where they occur.
- 13.2 Child labour shall be defined as work that deprives children of their childhood, their potential and their dignity. Work that NoriDane Consult A/S considers harmful to both the physical and mental development of children is not acceptable.
- 13.3 Slavery shall be defined as a person who is owned by another person. Slavery is also defined as an instance where an individual is being treated as if they were the property of another person.

14. Sanctions

- 14.1 The Buyer warrants that it is not subject to any sanction laws imposed by the United Nations, the European Union or the United States of America, which prohibits or renders unlawful the performance of the contract. The Buyer further warrants that it is not purchasing the goods as agent, trustee or nominee of any person or entity with whom transactions are prohibited or restricted.
- 14.2 If at any time NoriDane Consult A/S becomes aware that there is reason to suspect that the Buyer is not in compliance with the aforementioned clause, NoriDane Consult A/S shall be entitled in its sole discretion to terminate the contract. In the event of such termination, the Buyer shall be liable for any and all losses suffered by NoriDane Consult A/S as a consequence thereof.

15. Anti-Corruption

- 15.1 The parties agree that in the performance of the contract, they will comply at all times with all applicable anti-corruption legislation and have procedures in place which are designed to prevent the commission of any offence under such legislation.

16. Termination

- 16.1 NoriDane Consult A/S shall be entitled to terminate any contract for sale in the following events:
 - (i) If the Buyer becomes insolvent or if bankruptcy or insolvency proceedings are commenced in respect of the Buyer;
 - (ii) If in NoriDane Consult A/S sole discretion, there is a material adverse change to the circumstances regarding the order.

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17. Enhanced GDPR Compliance and Data Processing Terms

- 17.1 Under the terms of this Agreement, NoriDane Consult A/S may process personal data, including but not limited to names and contact details (such as email addresses and phone numbers), of employees related to the fulfillment of contractual obligations and maintenance of communication. NoriDane Consult A/S acts as a data controller in relation to the processing of such personal data and commits to adhering to the General Data Protection Regulation (GDPR) principles.
- 17.2 NoriDane Consult A/S is responsible for ensuring that all individuals whose personal data is being processed are informed about the nature of this processing, the purposes for which their data is processed, and their rights under GDPR. These rights include, but are not limited to, the right to access, rectify, or erase their personal data; restrict processing; port their data; and object to processing. NoriDane Consult A/S will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks, thereby protecting personal data against unauthorized or unlawful processing and against accidental loss, destruction, or damage.
- 17.3 For any inquiries or concerns regarding the processing of personal data under this Agreement, individuals are encouraged to contact NoriDane Consult A/S at compliance@noridane.com.

18. Disputes

- 18.1 Any dispute or controversy arising between NoriDane Consult A/S and the Customer shall be settled according to Danish law by the Court in Glostrup, Denmark, however, if the case is within the jurisdiction of the Danish Maritime and Commercial Court, the case will be brought before the said Court.

January 2025