

**Terms & Conditions
for**

**Copenhagen Risk & Safety Group ApS
CVR. nr. DK 35481621**

1. Introduction

These terms & conditions apply to the sales of services and goods from the Seller to the Customer, collectively referred to as the Parties.

The sale of services or goods are referred to as the Product(s). The Product(s) are always described in Seller's offer or in the Order Confirmation.

These terms & conditions form an integral part of any agreement with the Seller and can't be waived, unless otherwise required by law or by an express agreement between the Parties.

An offer made by a Representative or Agent of the Seller are not binding on the Seller, until expressly approved by the Seller.

A detailed description of the analysis and reporting that the Seller shall deliver to the Customer is described in the offer or in the Order Confirmation.

All changes to the Product(s) must be made in writing. Changes thus entails a new Order Confirmation in the form of a supplement to the existing agreement between the Parties.

Unless otherwise stated in Seller's offer, such an offer valid for 30 days from the date of issue.

2. Prices

All prices are in Danish kroner and excluding VAT, unless specifically written in the offer or Order Confirmation.

Seller's prices are regulated by the Seller's current price list or from a concrete offer, which also contains information on delivery charges calculated by the Seller.

The Customer is obliged to accept price changes due to increased costs for the Seller with regard to changes in exchange rates, duties, taxes and fees related to the delivery.

3. Payment

Payment must be made no later than the date of invoice indicating final date of payment. As a rule, payment shall be net cash. If a payment date is not specified, payment must be made in cash upon delivery.

If payment is made after the due date, the Seller shall be entitled to charge interest on any current debt by 2% per month until the debt is paid and to charge collection fees in accordance with Danish Law.

Customer payments first pay any cost then accrued interest, then on the debt itself.

The customer is not entitled to offset any counterclaims against the Seller which are not acknowledged in writing by the Seller. The Customer has no right to withhold any part of the purchase price because of counterclaims of any kind.

If delivery is delayed due to the Customer actions of any kind, the Customer is required to pay to the Seller as if delivery had been made on time. Seller may by notice in writing waive this right to prepayment.

4. Retention

Seller reserves the, with the limitations in mandatory law, ownership of the Product(s) until the entire purchase price including delivery costs and possible interest and costs are paid in full.

As long as the retention right exists, the following applies:

- A. The customer is obliged to handle the delivered Products in a diligent manner and keep it in good and safe condition, which the Seller at any time be entitled to inspect.
- B. If the customer changes address, he shall immediately notify the Seller thereof in writing.
- C. The customer is from delivery until the Products final release, obliged to keep the Products and all accessories insured against damage caused by fire, water, theft, vandalism, damage or loss during transport, etc., at any time covering the value of the Products, but at least equal to the debt. The Customer is at Sellers demand obliged to sign the customary message (mortgagee declaration) to the insurance company on Sellers right of retention and to pay the fee prescribed therefore.
- D. The Customer is obliged to keep the Products individualized and, if necessary, to establish a consignment stock.

Ownership of data or analysis and reports pass to Customer upon payment of the final invoice. The customer then has the right to use the data and analytical report(s).

5. Delivery

The delivery takes place, as with regards to reporting, unless otherwise agreed, in the form of an electronic data set provided to the Customer via electronic media. Delivery is deemed to have happened at the time of dispatch from the Seller.

Seller's delivery deadline can only be met if the following conditions are met by the Customer:

- A. The agreed prepayment has been paid on time.
- B. The material needed for the analysis can be carried out. The material has to be provided by the Customer to the Seller within the deadlines defined in the offer and/or Order Confirmation.
- C. The customer has provided access to all necessary locations, equipment and employees, etc., which is necessary for the work.

Delivery times are provided by the Seller at its discretion in accordance with the conditions existing at the time the offer was made or the agreement signed.

Unless otherwise expressly agreed between Customer and Seller, a postponement of the delivery time by 14 days are not as significant and Customer shall not be entitled to exercise any remedies against Seller of delivery within that period.

In case of delay with a smaller part of the delivery or the provision of value added services, the Customer may not thereby exercise any remedies against Seller.

If the seller in a force majeure situation as described in paragraph 10 may be forced to postpone delivery, Seller is entitled to do so, with a postponement corresponding to the duration of the delay. However, either party shall be entitled to cancel the purchase if the obstacle has lasted for more than 30 days. This provision applies regardless of the reason for the delay occurs before or after the expiry of the agreed delivery.

6. Product information

The Seller is not accountable for third party product information. Errors and changes in information about products in brochures and other sales material delivered by third parties can not be invoked against the Seller.

All specifications and information of weight, dimensions, price, performance, technical and other data stated in catalogs, brochures, product sheets and data sheets, circulars , advertisements, photos and price lists are approximate and for guidance only. Such information is only binding to the extent that they are expressly set out in the Offer or the Order Confirmation.

If the design or specifications etc. for one of the Seller sold product has to be changed before the delivery date, the Seller is entitled to deliver the product with the now applicable design and specification etc., if the product - after an objective assessment - has not been impaired thereby.

Any damage or missing parts at the delivery of the product must be communicated in writing to the Seller immediately after the customer has been aware of them and in any case immediately upon receipt, accompanied by declaration to the transport company.

The products comes only with guarantees that the producer(s) offer the Seller. The customer cannot rely on additional product warranty towards the Seller. The sellers warranty is in any case limited to a maximum of 1 year. If the Customer has not within 1 year after transfer of the goods informed the seller that he invokes hidden defects, he cannot later prevail against the Seller unless the Seller in writing has undertaken to guarantee the goods for a longer period.

7. Product changes

The Seller reserves the right to change the Products or parts thereof without notice, if this is without a functionally disadvantage to the Customer.

8. Rights

All rights to the products, including but not limited to copyrights, trademark rights, both registered and unregistered, proprietary rights, patent, utility model and design rights, as well as all rights to concepts, images, user areas, source codes, data and reporting, etc. belongs to the seller and does *not* pass to the customer in connection with the parties' agreement.

The Customer obtains limited, non-exclusive right-to-use for the products for the purpose of the agreement of the parties, and the products may not be utilized, sold, distributed or otherwise distributed without the explicit written consent of the Seller.

The seller's name must be mentioned in all the contexts where data is used. Customer may not change or corrupt data or data base. The Customer may use the data and the conclusions contained therein within its purpose.

The seller may revoke a report or analysis at any time if the Customer has used the report material unfairly or out of its purpose or otherwise violated the terms of the agreement or the terms of the present Terms.

9. Defects and Complaints

In the case of any defects with the delivered Products, the Customer must, immediately after the defect is or should have been found, notify the Seller in writing stating the nature of the defect. If the Customer has discovered, or should have discovered the defect and has not complained in accordance with this procedure, the Customer may not invoke such a claim against the Seller.

Seller has the option to remedy the defect or replace the Product(s).

If the Seller within 30 days after the Customer's written complaint remedies the defect, as stated above, the Customer is entitled to rescind the contract, get a reduction of the price or demand compensation.

In addition to the above mentioned procedure, the customer cannot invoke defects and claims against the seller after 6 months after the delivery date.

10. Limitation of Liability

Customer's use, storage, utilization, decisions taken on the basis of the products, etc. are at the customer's sole responsibility and the Customer undertakes at all times to comply with relevant legislation in connection with this. The Customer undertakes to keep data securely, to ensure anonymity and to ensure compliance with the Act on Processing of Personal Data and General Data Protection Regulation, including rules for obtaining consent.

If the customer's use, storage, utilization, decisions taken on the basis of the products, etc., should lead to loss, both directly and indirectly, this Seller is ineligible and Seller disclaims any liability for loss or damage that may be caused by the above.

If Seller has to meet third party claims in connection with Customer's use, storage, utilization, decisions taken on the basis of the products etc. the Customer shall indemnify Seller for all costs and losses that the Seller may suffer, including but not limited to attorney's fees, any liability, etc.

In the event that Seller has breached his obligations under the agreement with the Customer, including the obligations arising from these Terms and Conditions of Sale, Customer is solely entitled to either terminate the agreement or demand remediation by Seller, but not by any third party, and in any case, the Seller has a right of remedy. The Customer is not entitled to claim compensation for any loss, either directly or indirectly, including loss of service, loss of profits, or damage that the breach may cause in relation to the Customer or any third party.

Any loss may in any case never exceed 25% of the total invoice amount of the agreement in question.

Seller is not liable if the following conditions prevent the fulfillment of the purchase or make fulfillment burdensome: Work disputes or other circumstances that the parties do not possess, such as fire, war, mobilization or the like, requisition, seizure, currency restrictions, insurgency and unrest, lack of means of transport, ordinary defects in goods, restrictions on the driving force and missing or delayed deliveries from subcontractors due to any of the circumstances or circumstances in this

paragraph which have significantly hampered Seller's performance of the agreement. Circumstances mentioned above which occurred prior to the submission of the offer / agreement only result in discharge if their influence on the performance of the agreement could not be foreseen at this time.

In such cases, Seller is entitled to terminate the agreement without any party being able to claim against each other as a result of the cancellation.

11. Transfer of rights and duties

The Seller is entitled to transfer all rights and obligations under the Agreement to a third party. The Customer may not without the express consent of the Seller transfer rights or obligations under the agreement.

12. Confidentiality

Both the Customer and the Seller agree that all information relating to the Customer and the Seller which are exchanged or identified during the cooperation or after the termination of cooperation is shared in strict confidence and not to be distributed to any third party, unless otherwise agreed in writing.

The Customer accepts that the Seller may collect statistically information, about for example possible security holes, provided that the Customer's name or identity is not shares, and that the material will not be used in such a way that the Customer's name or identity can be derived.

A breach of the parties' confidentiality is considered a material breach of this agreement and can lead to claims for compensation by Seller.

13. Changes to the Terms and Conditions

The Seller may make changes to its Terms and Conditions with a 30-day notice. The changes are subsequently valid for the Customer.

14. Governing Law and Venue

Any dispute regarding the Agreement shall be attempted to be settled amicably between the Parties. If a settlement is not reached, the dispute shall be settled by the ordinary courts under Danish law, however not the rules in International Sales of Goods Act (CISG).

It is agreed that the venue for disputes shall be Copenhagen Town Court (Københavns Byret).