

General Terms and Conditions for Customer Assignments

General Terms and Conditions

These General Terms and Conditions apply to all assignments between the Danish Technological Institute (the "Institute") and (the "Customer"), including, but not limited to counselling, testing, calibration, inspections, education, sale and leasing. Unless otherwise agreed, these General Terms and Conditions shall also apply to any other and subsequent agreements between the Institute and the Customer. Deviations from the Customer's offer, order, acceptance and these terms only apply if they are accepted in writing by the Institute.

Assignment Content

- 1.1 The nature, content and financial terms of the assignment shall be specified in an offer or order confirmation. Amendments require written agreement.
- 1.2 Time schedules and price estimates are non-binding unless otherwise agreed in writing. In case of significant deviations, the Customer will be informed and may then change or stop the work, cf. clause 6.1.
- 1.3 The Institute is entitled to agreed remuneration for work performed regardless of results, unless otherwise agreed in writing.

Confidentiality

- 2.1 The parties may not disclose confidential information received in connection with the assignment. Confidential information is all information that is not publicly available or generally known. The duty of confidentiality also applies to any external advisers and remains in force for 3 years after completion of the assignment.
- 2.2 The Institute may disclose information if required pursuant to applicable law, regulation, instructions etc. from a public or regulatory authority.
- 2.3 If the Institute becomes aware of circumstances that may cause material harm to human health or the environment, the Customer will be informed accordingly. In case of lack of immediate action to prevent or limit harm, the Institute may provide information to relevant authorities, notwithstanding any confidentiality obligation.

References and use of materials

- 3.1 Reports and other written deliverables from the Institute may only be used or reproduced in their entirety, unless otherwise agreed in writing.
- 3.2 The Customer may not, without prior written consent, use the Institute's name, logo, reports or employees in advertising, marketing, or press activities. Any consent shall lapse if the assignment is stopped or postponed, cf. clause 6.1.
- 3.3 All teaching and course material is and remains the Institute's property and may not be copied, distributed or used for purposes other than agreed without written consent.
- 3.4 If the Institute discovers errors or defects in delivered material, the Institute may require the material, including all copies, to be returned in exchange for subsequent correction by the Institute. The Customer shall comply with such request without undue delay.

4. Rights relating to the results of the commissioned work

- 4.1 Results delivered by the Institute to the Customer in the form of reports, instructions, assessments and other written deliverables belong to the Customer. Underlying data, analyses, calculations and work materials generated by the Institute that are not included in the delivered documents remain the Institute's property. Rights to methods, technologies, know-how, tools and software that the Institute has developed prior to the commencement of the assignment or develops generally during the assignment remain the Institute's property, unless otherwise agreed in writing.
- 4.2 If the delivered results contain software developed by the Institute, the Customer acquires a non-exclusive, non-transferable right to use the software. Ownership and copyright remain with the Institute. The Customer may not grant third parties access to the software.
- 4.3 The Institute has the right to freely use general technical knowledge, experience, know-how and underlying data from the assignment for other purposes, as long as this does not involve disclosure of the Customer's confidential information or the specific results delivered to the Customer.

5. Fees and terms of payment

- 5.1 Customer assignments are performed and invoiced based on time spent at the Institute's current hourly rates. Transport expenses and other outlays are invoiced separately, unless they are expressly included in the total price.
- 5.2 For long-term assignments, the Institute may adjust hourly rates with 30 days' written notice.
- 5.3 The Institute may issue monthly invoices on account in arrears. Invoices are sent encrypted via the customer's GLN or Peppol number as specified by the customer.
- 5.4 All prices, expenses and other outlays are exclusive of VAT as well as any taxes and duties under Danish law, which are paid by the Customer.
- 5.5 In case of delayed payment, interest is charged at 1½% per commenced month.

6. The right to change and cancel the work

- 6.1 If the Customer stops or postpones the work, cf. clause 1.2, the Customer shall pay for work performed and reimburse all expenses that the Institute cannot avoid, including expenses to third parties, special equipment or rented premises.
- 6.2 Changes to the nature, scope or terms of the assignment require the Institute's prior written consent and take effect upon written acceptance by both parties.
- 6.3 If the work is stopped or postponed at the Customer's initiative, the Institute shall not be liable for defects or errors in the work performed.

6.4 Amendment, postponement or cancellation of a confirmed assignment results in the following fees depending on the timing of the Customer's written notice to the Institute: If (i) cancellation occurs between 7 and 21 days before the planned start date, the Institute is entitled to charge the Customer 75% of the total order value, or 50% if postponement of the assignment's delivery date is desired, and if (ii) cancellation occurs less than 7 days before the planned start date, the Institute is entitled to charge the Customer 100% of the total order value, or 75% if postponement of the assignment's delivery date is desired. For other material amendments to the assignment, including changes to planned activity dates, the Institute is entitled to charge fees corresponding to 75% or 100% respectively of the affected consultant resources depending on the same time limits. Cancellation means any notice that the assignment is not desired to be carried out. Postponement means moving the assignment's planned delivery date. Material amendment means changes that require reallocation of the Institute's resources.

6.5 If the Institute's equipment or laboratory materials are damaged as a result of insufficient information from the Customer, i.e. about the properties of samples or materials, the Customer shall cover all expenses for cleaning, calibration, repair or replacement.

7. Liability

- 7.1 The Institute shall only be liable towards the Customer pursuant to the general rules of compensation of Danish law for errors and negligence in connection with the performance of the assignment, subject to the limitations set out in this clause 7.
- 7.2 The Institute shall not be liable for damage arising from the Customer's use of counselling, reports or other deliverables outside the scope of the concluded agreement or the described purpose.
- 7.3 If the assignment only results in a statement based on estimate or assessment, or the work is concluded without a report, the Institute shall only be liable in case of gross negligence.
- 7.4 The Institute shall not be liable for errors committed by third parties, unless the third party has been selected by the Institute without the Customer's prior approval.
- 7.5 If several parties are liable towards the Customer, the Institute shall only be liable for its proportionate share of the total loss, based on fault.
- 7.6 In case of supervision of deliveries from third parties to the Customer, the Institute's liability is limited to loss due to failure to point out non-contractual circumstances, and only to the extent that the loss cannot be claimed as compensation from the third party. The Institute's liability is otherwise subject to the other limitations in this section 7.
- 7.7 The Institute's liability for samples or materials from the Customer requires written agreement on return and is limited to gross negligence. Compensation can never exceed the value of the material. Without agreement on return, samples are disposed of after 1 month from completion of the assignment.
- 7.8 The Institute shall only be liable for the Customer's direct loss. The Institute shall not be liable for loss of operations, loss of earnings or other indirect losses. The Institute's total liability cannot exceed twice the Institute's total remuneration for the assignment, however maximum DKK 1,000,000 per assignment. The liability limitation does not apply to personal injury, where liability exclusion is prohibited under Danish law.
- 7.9 If third parties raise claims against the Institute as a result of personal injury, property damage or financial loss, including product liability, the Customer shall hold the Institute harmless for any liability beyond what the Customer could have raised directly against the Institute. The Institute may require that the Customer takes over the case on behalf of the Institute.
- 7.10 Claims against the Institute must be made in writing without undue delay, at the latest three years after delivery. The Institute shall not be liable for circumstances that could not have been foreseen with the technical knowledge available at the time of performance of the assignment.
- 7.11 The Institute shall not be liable for non-performance of the agreement as a result of extraordinary circumstances that could not have been foreseen at the conclusion of the agreement.

8. Personal data

8.1 Processing of personal data is carried out in accordance with the General Data Protection Regulation (GDPR) and Danish data protection legislation. If the Institute processes personal data on behalf of the Customer, the Institute acts as data processor, and a separate data processing agreement is concluded. If the Institute is data controller for the processing, this is carried out in accordance with the Institute's privacy policy at <https://www.teknologisk.dk/privatliv>.

9. Artificial intelligence and data use

9.1 Without separate written agreement, personal data or other confidential information from the Customer may not be used for development or training of general AI models, and may not be transferred to third countries in violation of applicable legislation.

10. Disputes

10.1 Any dispute between the Institute and the Customer shall be decided under Danish law by the Court of Glostrup as first instance, unless the case falls under the jurisdiction of the Maritime and Commercial Court. The parties hereby opt out of the application of the UN Convention on International Sales (CISG) as well as other international rules, to the extent permitted.