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Standard Conditions of Sale, Work and Delivery

These present Standard Conditions of Sale, Work and Delivery (SWD hereinafter) shall form the basis of all agreements with C&P Inspection A/S (CPI hereinafter) regardless of the service to be provided.

§ 1 PURPOSE & SCOPE

- 1.1 These SWD shall apply to the legal relationship between the client and CPI. To be valid, any departure from the provisions of SWD shall be in writing and clear.
- 1.2 The agreement between the client and CPI shall contain a specification of the scope of work and delivery, the fee system, a time schedule, if relevant, as well as such other terms and conditions as are relevant to the project in question. In case of conflict between the specific agreement and SWD the specific agreement shall prevail. The agreement will normally consist of an order confirmation from CPI.

§ 2 LIAISON

- 2.1 The contact persons appointed by the parties shall have the power to make all decisions regarding the project with binding effect for the parties.

§ 3 SCOPE OF WORK & DELIVERY

- 3.1 CPI's work must conform precisely to what appears from CPI's order confirmation.
- 3.2 Proposals shall comprise only such services as are expressly stated in the material constituting the proposal as being part of the project in question. Where the proposal and/or order confirmation is/are based on specifications supplied by the client, CPI shall not be liable for any defects arising from such specifications being faulty or incomplete.
- 3.3 CPI shall be entitled to use sub-consultants and sub-suppliers where this is usual or where the assistance to be provided is of minor importance.

§ 4 ALTERATIONS

- 4.1 Any alterations of or additions to CPI documentation and/or other (part) services demanded by the client and/or his customer or any third party in excess of what is expressly included in the agreed scope of work & delivery, shall be invoiced as extra work, cf. Clause 5.2 hereof.
- 4.2 Any alterations to an agreed time schedule shall require that both parties agree on the revised time schedule.

§ 5 FEES AND PRICES

- 5.1 The fee for the project is stated in the agreement between the client and CPI, either as hourly rates, prices per unit or lump sum.
- 5.2 Unless otherwise agreed in the contract, all extra work is invoiced on the basis of time consumed (by hours) multiplied by CPI's usual hourly rates for fees applying at the time of execution of the work, including overtime supplement, as the case may be. CPI's hourly rates are adjusted every year. Furthermore, there will be added the direct cost of outlays in that connection, cf. § 6 hereof.

- 5.3 All fees and prices are stated as net amounts – i.e., not including VAT, taxes, duties, etc., in Denmark as well as elsewhere.

§ 6 OUTLAYS

- 6.1 Outlays in connection with the execution of the project are not included in the fee and will be invoiced direct to the client monthly in arrears with the addition of an administration charge (5 %).

§ 7 PAYMENT

- 7.1 CPI shall be entitled to require part payment of fees for services commenced /rendered.
- 7.2 Invoices, including final settlement, invoicing for extra works, outlays, etc. shall be paid within fourteen (14) calendar days from the date of the invoice (due date). In the event that the deadline for payment is exceeded, interest will be charged from the due date at the rate applying pursuant to the Interest Act.
- 7.3 The client shall not be entitled to make set-offs or retentions against the fee invoiced by CPI or other invoiced amounts.
- 7.4 If payment is delayed, CPI shall have the right to suspend the work until payment is received. This situation shall be dealt with according to the rules on postponement of the project until CPI may choose to cancel the contract in pursuance of Clause 10.5 hereof.

§ 8 THE CLIENT'S SERVICES

- 8.1 The client shall at the agreed time, or in reasonable time and without cost to CPI, provide CPI with the agreed and/or necessary input, data and details, order forms, test objects, equipment, etc.
- 8.2 Furthermore, the client shall make sure that such persons as may reasonably be required by CPI for assistance in carrying out the project are made available as necessary.
- 8.3 The client shall arrange for clear and unrestricted access to the site where such site is outside the premises of CPI. The client shall make sure that the work is not going on in an unhealthy or hazardous environment and shall arrange for the fulfillment of any working site requirements pursuant to applicable laws and regulations.
- 8.4 The client shall supply any necessary electrical power, scaffolding and working light to CPI on site.
- 8.5 The client's staff on site shall follow the instructions given by CPI's technicians when work with X-rays or radioactive isotopes is performed. The clients staff shall also respect the roped off areas set up by CPI's technicians.

§ 9 CONFIDENTIALITY

- 9.1 The parties shall mutually agree to hold all information received in connection with the execution of the project in strict confidence.



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§ 10 POSTPONEMENT OF THE PROJECT

- 10.1 The client may at any time postpone the execution of the project. If so, CPI shall be paid for the work carried out up to the time of the postponement, with the addition of the costs incurred by CPI in connection with and incidental to the suspension of the project, such as the cost of redundant capacity (labour, premises, equipment, chattels, etc.), third-party costs as well as the costs of waiting time and idle time that cannot be avoided. The onus of proof that the costs could have been avoided and/or that the involved expenses are too high rests with the client.
- 10.2 This provision does not confer upon the client any right to postpone parts of the project or to alter the progress rate without entering into a new contract with CPI to that effect.
- 10.3 CPI may require that any additional work associated with the resumption of the project be paid for as extra work, cf. Clause 5.2 hereof.
- 10.4 If the postponement (added to any previous postponements) has lasted more than three (3) months, CPI shall be bound to continue the work only if agreement can be reached on a new time schedule and a fee arrangement reflecting the price development caused by the delay.
- 10.5 If the execution of a project is placed in abeyance for more than six (6) months, CPI shall be entitled to consider the assignment stopped.

§ 11 STOPPING THE PROJECT

- 11.1 The client may at any time stop the project. The provisions of Clause 10 hereof shall apply *pari passu*.

§ 12 LIABILITY

- 12.1 Subject to the following modifications CPI shall for a period of five (5) years counting from the delivery / completion of the project be liable for errors and negligence in accordance with the general rules of Danish law.
- 12.2 CPI shall not be liable for consequential loss, loss of profits, or other indirect loss.
- 12.3 CPI shall not be liable for losses due to fusion or fission processes.
- 12.4 If CPI has received test objects, which shall be delivered back to the client, the liability of CPI is restricted to the value of the test objects.
- 12.5 CPI's liability shall be limited to three times the total fee for the project, maximum DKK 10,000,000.
- 12.6 If CPI has incurred liability as towards the client jointly with others, CPI shall be liable only for such part of the client's loss as corresponds to that part of the total culpa which is attributable to CPI.
- 12.7 In connection with the development of software for calculations, databases etc., CPI shall be liable only for errors and defects in the program and any such liability shall thus be confined to remedial action. It is emphasized in particular that CPI shall not be liable for the consequences of subsequent use of the program.

- 12.8 Investigations, analyses or recommendations provided by CPI in reports, separate suggestions or letters to the client are based on CPI's best belief and the information available to CPI at the time in question.

§ 13 PRODUCT LIABILITY

- 13.1 Product liability shall be subject to the rules applying from time to time in Danish law. CPI shall not be liable for consequential loss, loss of profits, or other indirect loss; likewise, the limitations applying according to these SWD shall also apply – to the extent that they are not contrary to indispensable rules of law. The client shall hold CPI harmless and indemnified against all and any expense in excess of what follows from this Clause.

§ 14 REMEDIAL ACTION

- 14.1 CPI shall be entitled to remedy any established errors and defects.

§ 15 COMPLAINTS

- 15.1 The client shall forfeit his right to hold CPI liable if the client has failed to complain in writing to CPI within fourteen days after the client was or should have been aware of the existence of a possible liability in damages on the part of CPI.
- 15.2 If, after CPI's investigation of the complaint, CPI and the client can ascertain that it is not a matter of liability-incurring errors or defects in the work carried out by CPI, CPI shall have the right to charge the client for the time consumed in assisting with the treatment of the complaint, cf. Clause 5.2 hereof.

§ 16 SECONDMENT

- 16.1 In the case of work carried out during secondment where the employee is not under CPI's instruction and project management, CPI shall not be held liable for the execution of the work.
- 16.2 The client shall not employ the seconded employee, directly or indirectly, for a period of 12 months after the completion of the project.

§ 17 NON-PERFORMANCE

- 17.1 If the client is guilty of material default of this contract or if he is otherwise guilty of such conduct that CPI cannot reasonably be expected to carry on with its duties, CPI shall have the right to cancel the contract and claim damages for the loss incurred, according to the general rules of damages in Danish law.

§ 18 APPLICABLE LAW & VENUE

- 18.1 The contract shall be subject to Danish law.
- 18.2 An effort shall be made to settle amicably all and any dispute arising in connection with the contract between the parties, if necessary by third-party conciliation. Disputes that cannot be settled amicably shall be settled in accordance with the Rules for the Hearing of Cases before the General Court of Arbitration in Denmark.