

1. Preamble

- 1.1 Force Technology, company reg. (CVR) no. 55117314, is a government-approved research and technology organisation ("RTO Institute"), registered under Danish law and having its address at Park Allé 345, 2605 Brøndby, Denmark.
- 1.2 For the purpose, of these general conditions (the "Conditions"), "Customer" shall mean the party with whom Force Technology (hereinafter "Force") enters, into a contractual relationship.
- 1.3 The Customer and Force are collectively referred to as the "Parties" and individually as a "Party".
- 1.4 The Parties shall prepare a written agreement (the "Agreement") describing the services to be provided by Force under the Agreement (the "Service"). The 'Agreement' includes Force's quotation, with these General Terms and Conditions attached, the Customer's purchase Order, Force's Order Confirmation, Force's Code of Conduct, and, if relevant, Force's Personal Data Policy. In case of discrepancies between the Agreement documents, Force's Order Confirmation shall prevail, after which the documents shall prevail in the order listed above.
- 1.5 Consultancy services shall not form part of the Service unless explicitly stated in the Agreement.
- 1.6 These Conditions form an integral part of our services, and acceptance of these Conditions is a prerequisite for the validity of Force's Order Confirmation and the prices stated therein, regardless of any submission of the Customer's own terms, which will subsequently be considered invalid. In order, to be valid, any derogation from or amendment to the Conditions must be agreed in writing between the Parties.
- 1.7 Any documents supplied by the Customer (e.g., specifications, plans, designs, models, or the like) are of key importance to Force's performance of the Service. The Customer is responsible for the accuracy, technical relevance, and completeness of the contents. Force is not obliged to verify such documents beyond their contents.

2. Offer

- 2.1 Force's offer is valid for a period of thirty (30) calendar days, unless otherwise agreed in writing between the Parties.

3. Health and safety at work

- 3.1 The Customer guarantees safe working conditions including sufficient and correct instruction of Force's employees at workplaces designated by the Customer.
- 3.2 If Force's employees independently assess that the performance of the Service poses a health or safety risk or other circumstances prevent a safe performance of the Service, Force's employees may at any time cease all Services without Force nor Force's employees incurring any liability in that respect towards the Customer.

4. Price

- 4.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the price of the Service is determined on a time-spent basis.
- 4.2 Force may adjust its prices once annually as of January 1st in accordance with Statistics Denmark's net price index. In addition, Force may implement extraordinary price adjustments if significant changes occur in external conditions that have a direct impact on Force's cost base, including but not limited to pandemics, acts of war, international crises, substantial increases in energy prices, changes in currency conditions, or legislative measures.
- 4.3 If the price of the Service wholly or partly was determined on a time-spent basis and exceeds the price offered and/or estimated by up to ten per cent (10%) of the offered/estimated price, Force reserves the right to invoice that amount without prior notice.
- 4.4 If no prices have been agreed between the Parties, Force will determine prices in accordance with Force's generally applicable prices at the time of performance of the Service.
- 4.5 Unless otherwise provided in the Agreement, all prices are stated exclusive of:
 - a) Taxes and duties, including VAT and customs duty;
 - b) Any expenses or fees in connection with packaging, handling, insurance, and transport of goods which will be invoiced separately to the Customer.
- 4.6 Unless otherwise stated in the Agreement, the Customer will be invoiced twenty-five percent (25%) of the fixed or estimated price upon acceptance of an order, with a minimum of five thousand Danish kroner (DKK 5,000), if the order exceeds five thousand Danish kroner (DKK 5,000).
- 4.7 For ongoing Services extending beyond thirty (30) calendar days, Force may require advance payments based on the proportion of the Service delivered per month.

5. Payment terms

- 5.1 Unless the Parties explicitly have agreed otherwise in the Agreement, the Customer must comply with the following payment terms:
 - a) The Customer's payment date is thirty (30) calendar days calculated from the date of invoice, unless the Parties have agreed upon a payment plan and/or a prepayment, then the Customer's payment date is five (5) calendar days.

- b) Payment must be made to the bank account designated by Force
 - c) The Customer must pay all amounts due under the Agreement. The Customer is not entitled to effect offsetting, deduct counterclaims, or exercise any lien in amounts due.
- 5.2 In the event of late payment, the Customer must pay interest to Force of two per cent (2%) per month of the amount due until payment is made.
- 5.3 In the event of the Customer's failure to comply with the payment terms, Force will, without incurring any liability in that respect, be entitled to suspend the performance of its obligations under the Agreement until the Customer has complied with the payment terms. Suspending the performance also includes retention of the Service including, but not limited to, reports etc.
- 5.4 The provisions of this clause do not restrict Force's other rights or remedies for breach.
- 5.5 Force reserves the right to offset any outstanding payments in the event of disputes in relation to the Agreement and/or other agreements with the Customer.

6. Delivery

- 6.1 Unless the Parties explicitly have agreed otherwise in the Agreement, delivery from Force shall be Ex Works (EXW (Incoterms 2020)). If the Customer fails to arrange transportation within 48 hours after Force has notified that the equipment is ready for pickup, Force reserves the right to arrange transportation at the Customer's expense and risk.
- 6.2 The Customer's delivery to Force shall be Delivered at Place Unloaded (DPU (Incoterms 2020)). If the selected freight company does not bring the necessary equipment or materials for unloading, Force can provide assistance with the unloading at the Customer's expense and risk.

7. Extra work

- 7.1 "Extra Work" shall mean Services provided in connection with or in addition to the Agreement or work derogating from what was agreed under the Agreement.
- 7.2 The Customer may request alterations to the scope, quality, design, and composition of the Service originally agreed ("Alterations") until the Products have been delivered. Such requests shall include an exact description of the Alteration in question.
- 7.3 Within a reasonable time of receipt of a request for Alteration, cf. clause 7.2 above, Force shall inform the Customer in writing of whether and how the Alteration may be executed, specifying the price of the Alteration, the time schedule for the Alteration and any other amendments to the Agreement.
- 7.4 Where Force is to perform Extra Works, Force will be entitled to both
- a) an extension of time to the extent deemed necessary by Force and,
 - b) payment for such Extra Works.
- 7.5 Force is not obliged to execute Alterations until the Parties have agreed on how such Alteration will affect the price, the time schedule, and other terms of the Agreement.
- 7.6 The Customer is liable for any costs and expenses due to Extra Works and/or Alterations unless the Parties explicitly have agreed otherwise.

8. Notices of defects

- 8.1 The Customer has a duty of inspection to be performed immediately after the Customer's receipt of the Service.
- 8.2 If special components have been implemented in the Service, the Customer's time limit for giving notice of any defects corresponds to the time limit granted to Force by its suppliers.
- 8.3 In the event of defects, the Customer must immediately notify Force thereof in writing stating the exact nature of the defect. If notice of defect is received concerning a defect for which Force is liable, Force will take remedial action or at its own discretion make either a redelivery or a subsequent delivery.
- 8.4 If Force has received a defective part or defective equipment for redelivery or repair, the Customer will pay any transport costs and bear the transport risk.
- 8.5 Defective parts or equipment to be replaced must be made available to Force.
- 8.6 Force's liability for defects is limited to defects which existed at the time of delivery, and which become known within twelve (12) months of that date of delivery.

9. Liability

- 9.1 Force's liability is limited to defects identified in connection with proper use of the Service. Force is not liable for (i) defects resulting from incorrect installation and maintenance or repairs performed by parties other than Force's employees or agents; (ii) modifications performed without Force's written approval; (iii) defects due to ordinary wear and tear; or (iv) any loss or damage arising in connection with the use of the Service or any part thereof falling outside the scope of the purpose agreed between the Parties.
- 9.2 If the Service or any part thereof is covered by a warranty, the warranty period will not be deemed to have been renewed or extended, regardless of whether Force repairs the Service or replaces parts after delivery.

- 9.3 Force is not liable for any costs, loss, or damage, unless it may be documented by the Customer that such costs, loss, or damage was foreseeable and caused by error or negligence on the part of Force in connection with the performance of the Service.
- 9.4 Force will provide the Service based on the knowledge and/or technique available to Force at the time when the Service is provided.
- 9.5 Force is not liable for any statement, declaration, representation or estimate which is evidently a result of an assessment based on discretion, unless it may be documented that such assessment based on discretion was incomplete based on general knowledge or technology in the relevant industry at the time of performance of the Service.
- 9.6 Force is only liable for any loss or damage as a direct result of Force having failed to inform the Customer in due time of existing defects which ought to have been discovered when performing the Service.
- 9.7 Force is not liable for any loss or damage which is due to a characteristic of a product or a use of a product which has either (i) not been tested or examined or (ii) does not appear from or otherwise differs from Force's description of the characteristic or the possible use of the product in reports or the like.
- 9.8 Force is solely liable for product defects to the extent that mandatory provisions of Danish law, including the Danish Product Liability Act, impose such liability. Any contractual product liability beyond this is excluded. To the extent permitted by applicable law, the Customer shall indemnify Force against any product liability towards third parties that exceeds the liability assumed by Force towards the Customer under the Agreement.
- 9.9 In the event of third-party claims for which Force is not liable under the Agreement, the Customer shall, at Force's request, assume conducting litigation and indemnify Force for any costs, including legal costs and any amounts of damages.
- 9.10 If, in the performance of the Service, Force carries out work on behalf of the Customer towards a third party, including but not limited to inspection, testing, verification, certification or other assistance provided to a third party, the Customer shall indemnify and hold harmless Force against any claim, loss, liability, cost or expense raised by such third party against Force arising out of or in connection with the performance of such work. The indemnification shall not apply, however, to the extent that the claim is attributable to gross negligence or wilful misconduct on the part of Force.

10. Limitation of liability

- 10.1 Force's aggregate liability - whether contractual or non-contractual - under an order, is limited to the amount of said order. In addition, Force's aggregate liability - whether contractual or non-contractual - over a period of 12 months, is limited to the amount that Customer has paid to Force within the respective 12 months. Notwithstanding the above, Force's aggregate liability under this Agreement is limited to one million kroner (DKK 1,000,000). This limitation of liability also includes amounts that may have to be reimbursed to third parties.
- 10.2 Force shall not be liable for indirect losses or consequential damages, including but not limited to loss of production, loss of use, loss of revenue, profit, margin, business interruption, off-hire or similar losses, whether such losses are claimed by the Customer itself or arise as indirect losses which the Customer has compensated or may become liable to compensate to third parties.

11. Force majeure

- 11.1 Whether in whole or in part Force cannot be held liable for any non-performance or delayed performance of the Agreement if and to the extent such non-performance is due to an event which is beyond Force's reasonable control and is not due to negligence on the part of Force ("Force Majeure"). Force Majeure includes, but is not limited to, acts by authorities, fire, flooding, storm, explosions, riots, natural disasters, war, sabotage, cyberattacks, acts of terrorism, court orders or injunctions affecting Force or critical sub-suppliers, such as lockouts and strikes. Force Majeure further includes, but is not limited to, epidemics, quarantine, isolation, exit/entry bans from local authorities to the Customer, or a workplace designated by the Customer due to health risks, including restrictions on air transportation and/or other forms of transportation for the same reasons.
- 11.2 If a Force Majeure event continues for more than three (3) months, either Party may terminate the Agreement and any (relevant) orders.
- 11.3 In the event of the Customer's termination of the Agreement or an order due to Force Majeure after three (3) months, cf. clause 11.2, the Customer must pay any outstanding fees and reimburse any expenses paid, including pro rata payments for work performed until the date of notice of termination, including, but not limited to, costs relating to sub-suppliers and expenses relating to work for which Force has already agreed to pay etc.

12. Claimant's default

- 12.1 If the Customer realises that the Customer is not able to perform its obligations under the Agreement, including, but not limited to, receive the Service at the agreed time and/or at the agreed place, the Customer must promptly notify Force in writing of the cause of the breach, specifying the time when the Customer expects to be able to perform its obligations.
- 12.2 In the event of the Customer's breach of the Agreement, the Customer must compensate any loss and reimburse all

costs deriving therefrom. If practicable, Force may, for the account of the Customer, secure performance of the Agreement

- 12.3 Upon receipt of the Customer's notification, cf. clause 12.1 above, Force may suspend the performance of Force's obligations under the Agreement until such time as the Customer performs its obligations under the Agreement. If necessary, Force may facilitate the storage of the Service for the account and risk of the Customer.
- 12.4 Unless the Customer's breach, cf. clause 12.1, is due to Force Majeure, Force may specify a reasonable time limit for the Customer's performance of its obligations. If the Customer fails to accommodate the time limit and this is not due to circumstances for which Force is liable, Force may terminate the Agreement for breach. In that event, Force will be entitled to compensation for any loss incurred as a result of the Customer's breach, including, but not limited to, rental of equipment and facilities that Force has been unable to use for performing work for other customers during the period in which the Customer's delay persisted

13. Information and confidentiality

- 13.1 "Confidential Information" shall mean any and all non-publicly available information or item belonging or otherwise pertaining to a Party and which are disclosed by that Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Agreement, and which the Disclosing Party regards as proprietary or confidential, including, but not limited to, any kind of business, commercial or technical information, diagrams, processes, formulas and data irrespective of the medium on which such information or data is embedded
- 13.2 All Confidential Information exchanged between the Parties pursuant to the Agreement shall be used exclusively by the Receiving Party for the purpose of performing the Agreement.
- 13.3 Force is entitled to use data received from the Customer in anonymized and aggregated form for internal purposes, including analysis, statistics, development, and training of artificial intelligence (AI) tools, with the aim of improving and optimizing Force's services. The use of data will be in accordance with applicable data protection legislation and without any possibility of identifying the Customer or the Customer's end users.
- 13.4 The Receiving Party undertakes to keep Confidential Information in strict confidence and restrict any unauthorized third parties' access to the Confidential Information. The Receiving Party is obligated to ensure that any person, the Receiving Party involves in the fulfilment of the Agreement, is subject to the same confidentiality obligation as the Receiving Party. Further, the Receiving Party undertakes to ensure that Confidential Information is not distributed, disclosed, or disseminated in any way or form to anyone except those having a reasonable need to obtain the Confidential Information and who are bound to confidentiality by their employment agreements or the likes hereof.
- 13.5 The duty of confidentiality does not apply to information which;
 - a) at the time of receipt is or later becomes available to the public through no breach of this Agreement; or
 - b) at the time of receipt is in the rightful possession of the Receiving Party or its affiliates, without any confidentiality obligation; or
 - c) is lawfully obtained by the Receiving Party or any of its affiliates from a third party without confidentiality restrictions, provided said third party, to the knowledge of the Receiving Party, is not in breach of any duty of confidentiality relating to such information; or
 - d) can be documented has been independently developed by the Receiving Party or any of its affiliates without use of the Confidential Information as proven by the Receiving Party; or
 - e) is approved for release or use by written authorisation by the Disclosing Party.
- 13.6 Confidential Information may be disclosed by the Receiving Party if required to be disclosed by law or regulation or in response to a valid order of court or authorised agency of government. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement. In the event of said disclosure, the Disclosing Party must be notified by the Receiving Party immediately, provided legally permitted to do so. Said disclosure shall be limited only to what is required by law, court order or governmental decision.
- 13.7 As an RTO Institute, Force is subject to ministerial supervision including user surveys among Danish customers. For that purpose, Force is required to disclose the company names of Customers and their registration numbers and addresses, unless a customer relationship is subject to a separate non-disclosure agreement.

14. Processing of personal data

- 14.1 If Force processes personal data in connection with the Agreement, such processing shall be subject to Force's Privacy Policy, which forms an integral part of the Agreement and is available at: <https://Forcetechnology.com/en/cookie-and-privacy-policy>. The Customer is responsible for ensuring that the Customer's employees and any subcontractors are informed of the contents of Force's Personal Data Policy.

15. Marketing and references

- 15.1 The Customer's use of Force's name and logo for marketing purposes is subject to written agreement with Force.
- 15.2 If the Customer intends to use results from the Service for marketing purposes, the Customer must – e.g., if the Service is a report – loyally refer to Force's entire report in accordance with applicable law.
- 15.3 Force's reports may be published only in their full length and sources must be listed. Any use of excerpts or in the form of quotations is subject to written agreement.

- 15.4 Notwithstanding clause 13, Force may disclose the name of the Customer and the general contents of the Service as a reference, unless the customer relationship as such is subject to a separate non-disclosure agreement.

16. Title and intellectual property rights

- 16.1 Regardless of whether the Customer has taken possession of the Service or has otherwise gained control over it, Force retains title to the Service until full and final payment has been made (**retention of title**). The Customer may not legally dispose of the Service, including selling, pledging, or otherwise disposing of it, until title has been transferred. To the extent that the Service consists of physical equipment and where practicable, the Customer shall clearly mark the Service as belonging to Force and shall keep the Service separate from the Customer's and any third parties' property until Force has received full payment in accordance with the Agreement. In the event of the Customer's breach, Force is entitled to immediately reclaim the Service.
- 16.2 Force neither transfers nor grants license to intellectual property rights (including rights to data and/or knowhow) developed by or licensed to Force independently of the performance of the Service.
- 16.3 All intellectual property rights (including rights to data and/or knowhow) contained in the Service are not assigned to the Customer. Instead, the Customer is granted a worldwide, non-transferable, non-exclusive, perpetual right to use intellectual property rights contained in the Service.

17. Termination

- 17.1 The Agreement may be terminated by either Party at thirty (30) calendar days' written notice. However, in the event of termination of the Agreement, the Customer must pay any outstanding fee and costs, including pro rata payments for work performed until the date of notice of termination, including but not limited to rental of equipment and facilities that Force is unable to use for performing work for other customers, costs related to subcontractors, and expenses associated with work for which Force has already agreed to pay.
- 17.2 Either Party may terminate the Agreement for breach without notice in the event of the other Party's material breach of the Agreement.
- 17.3 Any non-compliance with the payment terms and any breach of clause 19 will always be deemed to constitute a material breach.

18. Business ethics and Code of Conduct

- 18.1 Force observes at any time Force's Code of Conduct, which is available on request from the Customer.

19. Sanctions and export control

- 19.1 The Customer warrants and represents that neither the Customer, its - direct or indirect – owners, any affiliates, nor any other involved parties, including the end-user and its direct or indirect owners and affiliates, are subject to any sanctions, including, but not limited to, sanctions issued by the United States Department of the Treasury or the Office of Foreign Assets Controls (OFAC), the European Union or any other applicable sanction ("Sanctions") which would prevent Force from trading with the Customer. The Customer undertakes to implement adequate procedures to ensure that the Deliverable is not facilitating any business with an entity subject to applicable Sanctions.
- 19.2 In the event the Customer, its – direct or indirect - owners, its affiliates or any other involved parties, including the end-user and its direct or indirect owners and affiliates, is or becomes subject to Sanctions at any point in time, Force shall, without incurring any liability towards Customer or any third party, have the right to amend, suspend or terminate any agreement, withhold any deliverables, payments or services, and reject payments in order to comply with the applicable Sanctions.
- 19.3 The Customer undertakes to comply with the Sanctions and is solely responsible for ensuring its compliance with Sanctions. This includes but is not limited to ensuring that the customer will not use, sell, export, re-export, transfer, divert, distribute, dispose of, disclose, or otherwise deal with the Services in breach of the Sanctions, to include prohibited end-use and/or proliferation activities as defined by Sanctions.
- 19.4 The Customer shall not sell, export or re-export, directly or indirectly, Service to or for use in Russia, Belarus, or any of the Ukrainian Oblasts (provinces) occupied by Russia (currently Crimea, Luhansk, and Donetsk), or any other country subject to embargo under Sanctions (collectively "the Sanctioned Territory"). The Customer shall not sell, export, re-export, directly or indirectly, Force Service to entities and persons that are considered to be denied party under Sanctions to receive such Services or connecting services.
- 19.5 The Customer agrees to sign written assurances and other export-related documents upon Force's request to assist Force in verifying compliance with Sanctions. The Customer shall make available to Force upon request information concerning compliance with the obligations under sub-paragraphs 19.1-19.4 without undue delay. Customer shall undertake its reasonable due diligence to ensure that the purpose of sub-paragraphs 19.1-19.4 is not violated by any third parties further down the commercial chain, including possible resellers. The Customer shall immediately inform Force about any problems in applying paragraphs 19.1-19.4.
- 19.6 Any violation of paragraphs 19.1-19.5 shall constitute a material breach of an essential element of this contract, and Force shall be entitled to seek appropriate remedies, including, but not limited to, termination of this contract.

- 19.7 If, as a part of the Service performed under the Agreement, the Customer shall deliver or disclose to Force any technologies, products, test objects or other elements that are covered by any global export control programmes such as the European Union Regulation (EU) No 821/2021, as amended, or similar, the Customer must warrant and represent that this is done in compliance with applicable export control regulations. The Customer shall in advance inform Force of any relevant export control data such as both EU and U.S. ECCN (Export Control Classification Number), and furthermore, the Customer represents and warrants that the delivery and redelivery of the product, test object, Service or report has received the relevant export control approval from the applicable authorities. Upon request the Customer must within three (3) calendar days, document export control licence, end-user statement or other relevant documentation.
- 19.8 The Customer is liable for and must indemnify Force for any loss, damage, or costs in connection with any violation of applicable Sanctions and/or export control regulations.

20. Governing law and disputes

- 20.1 The Agreement is governed by Danish law with the exception of provisions and rules concerning conflict of laws.
- 20.2 Any dispute which may arise between the Parties in connection with the provision of the Service, including the interpretation of the Agreement, must, if the dispute cannot be resolved amicably between the Parties, be decided by the courts of Denmark.

21. Accredited services

- 21.1 Accredited services are provided in accordance with relevant regulation in Force regarding accreditation.
- 21.2 Force is subject to the supervision of accreditation bodies, which are under an obligation to treat any information relating to the Customer as confidential. The Customer accepts that, in respect of accredited services, Force grants said accreditation bodies access to the Customer's information for supervision purposes.

22. Serverability

- 22.1 If one or more provisions of the Agreement are set aside or cannot be legally enforced, the Agreement will be construed as if such provision(s) had never been contained herein. If the majority, of the material provisions of the Agreement are still enforceable, setting aside one or more provisions will not have any bearing on the Agreement generally, and the Agreement will thus still be binding on the Parties.

23. Independent contractors

- 23.1 It is expressly agreed between the Parties that the Parties collaborate as independent contractors and that the collaboration between the Parties shall not constitute a partnership, joint venture, or agency. Neither Party may make any statement, representation or commitment of any kind or take any action which will be binding on the other Party without the prior consent of the other Party.

24. Non-waiver of rights

- 24.1 If a Party fails to enforce its rights under the Agreement or waives specific rights in the event of the other Party's breach of the Agreement, that Party will retain the right to enforce the applicable provisions in the event of any subsequent breach of the Agreement, except in the event the Party has waived such rights in writing.