

# General Terms and Conditions for Services

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## 1. General conditions

These general terms and conditions ("Terms") apply to all services, including installation, inspection, maintenance and repair ("Services"), offered and delivered to any customer ("Customer") by SubCPartners A/S, company reg. no. 28 70 26 12 ("SubC"). Services to be provided under these Terms will be provided with regard to the Customer's own products or products supplied by a third party and do not relate to any products supplied by SubC. SubC and the Customer are jointly referred to as the "Parties" and separately a "Party". SubC does not accept any conflicting, contrary or additional terms and conditions of the Customer unless SubC expressly confirms acceptance thereof in writing.

## 2. Placing of orders

All orders submitted by the Customer must as a minimum specify the type of the Services requested, delivery place and requested delivery dates. No order is binding for SubC unless and until confirmed by SubC and expressly referred to in the order confirmation given by SubC. Changes in the order must be agreed in writing.

## 3. Price and payment

Unless otherwise agreed by the Parties the payment conditions are 30 days net from invoice date. All prices are exclusive of VAT and excluding freight, packaging, import duties, customs charges, tariffs etc. unless otherwise stated.

In case of delay of the Customer's payment, SubC may claim interest at the rate of 2 (two) % for every commenced month until payment. SubC may require the Customer to submit financial information prior to agreement on payment terms and the Customer is obliged to comply with any such reasonable requests.

If the Customer's financial position has deteriorated in SubC's opinion, SubC may at its sole discretion change the payment terms and credit limit without notice by requiring cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.

If the Customer does not fulfil its payment obligations, SubC may suspend any order or any remaining balance thereof until the payment is made. SubC may in addition terminate

any order or any remaining balance thereof by giving the Customer 3 (three) days' written notice.

SubC may at all times set off any of its debt against any debt of the Customer regardless whether the debt has become due or not.

## 4. Supply of Services

Delivery of Services will take place in accordance with the order confirmation and in accordance with agreed time schedule. Services are deemed delivered upon completion of the work specified in the order confirmation.

SubC will provide the spare parts ("Spare Parts") needed for the completion of the Services, unless otherwise agreed. The Spare Parts will be invoiced.

The Customer understands that changes to the order may result in postponement of the delivery date. Upon such change, the Parties shall agree on a new delivery date.

If delay is due to the Customer's default, including the Customer's failure to perform preparatory work subject to clause 5, the Customer shall reimburse SubC any additional costs incurred by SubC.

For the purpose of this clause 4, it shall not be regarded as a delay of SubC's performance if the delay is caused by Customer's failure, any delay or failure to give SubC access to the site where the Services are to be performed, any delay caused due to weather conditions (such as rough or adverse weather which prevents or delays performance) and/or any failure to obtain necessary permits, consents etc. which are not due to SubC's failure

## 5. Customers preparation for supply of Services

The Customer shall ensure that the Services can be carried out in accordance with applicable laws and regulations on working environments, safety etc. Further, the Customer shall carry out any preparatory work necessary for SubC to carry out the Services. Such preparatory work must be carried out at the Customer's own expense.



Furthermore and unless otherwise agreed, the Customer shall obtain all necessary permits, consents and approvals etc. which are necessary for SubC to perform the Services.

#### **6. Variations**

SubC accepts to perform any changes to the order confirmation, if and provided that such changes can be carried out by SubC' without interfering in any other commitments. SubC will inform the Customer of any changes in the price and/or delivery schedule due to such change request.

#### **7. Warranties**

SubC warrants that the Services performed will be free from defects in workmanship and in accordance with the requirements of the order confirmation.

The warranty is SubC's sole obligation in respect of any lack of conformity of of Services provided. SubC makes no warranty with respect to the suitability or fitness for any particular purpose. SubC will in no event be liable for the conformity of any of the Customer's or any third party's Products which the Services are related to.

#### **8. Product liability for Services**

The Customer shall indemnify SubC to the extent that liability is imposed on SubC with respect to third party for damages or loss which SubC is not liable for towards the Customer subject to this clause 8.

SubC is not liable for personal injury imposed on the Customer, the Customer's employees or any third party, unless the Customer proves that the injury is attributable to SubC's acts or omissions.

SubC is not liable for damage to real or personal property, for damage to products or material made or provided by the Customer, to products in which these form a part or to damage to real or personal property caused by such products. Further, SubC is not liable for damage to the Customer's products in which the supplied Products are incorporated.

In case that a third party makes claims against the Customer regarding product liability, the Customer shall immediately inform SubC.

SubC's product liability, including liability arising by way of indemnity or in tort, shall in no event exceed DKK 10,000,000.

#### **9. Liability for offshore Services Indemnification**

If SubC's Services, including installation, repair, inspection, service check etc., are to be performed offshore, or Products are to be delivered offshore each Party shall in such event assume the sole responsibility for its own real and personal property and personnel, including damage to its property and/or injury or death to its personnel (whether owned, chartered, hired or leased by the Party), and shall indemnify and hold harmless the other Party from any loss, claim, demand, liability, damage or costs irrespective of the cause, circumstance or gross negligence of the other Party.

#### **Third parties**

A Party shall indemnify and hold harmless the other Party from loss, claim, demand, liability, damage or costs from any third party with regard to damage to real and personal property or injury or death of personnel suffered by the third party and caused by the Party.

However, this clause 9 does not apply if the loss, damage, injury or death is caused by willful misconduct by the other Party.

#### **10. Limitation of Liability (both offshore and onshore Services)**

SubC will in no event be liable for any business interruption costs, loss of profit, loss of production, removal or reinstallation costs, re-procurement costs, loss of data, injury to reputation, loss of customers or any indirect, special, incidental, consequential or punitive damages of any nature. SubC's liability for any claim must not exceed 15 (fifteen) % of the order value giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, by way of indemnity, warranty or otherwise.

SubC is not liable for any claims based on SubC's compliance with the Customer's specifications or for any instructions or repair, modification or alteration of any products or services supplied by other parties than SubC or for use in combination with other products or services.

SubC is not liable for defects caused by faulty maintenance/repair/service on the part of the Customer or any third party or by variations of the Services undertaken by the Customer or any third party without SubC's consent. SubC's liability does not include normal wear and tear of Spare Parts, or deterioration or damage attributable to incorrect storage or use of products of which the Spare Parts are an integrated part of or in, or use of Spare Parts or



products of which the Spare Parts are an integrated part of or in for purposes other than intended.

#### **11. Force Majeure**

SubC is not liable for any delay or any failure in performance if caused by reasons beyond its reasonable control, including, but not limited to, acts of God, war, fire, epidemics, insurrection, strikes, lockouts or other serious labor disputes, delayed deliveries and/or non-deliveries, delayed services and/or non-services from subcontractors, riots, earthquakes, floods, explosions, natural disasters or other acts of nature, embargo, restrictions of any governments or other legal authority which affects its performance.

SubC's obligations so excused will be extended on a day-to-day basis for the time period equal to the period of such excusable interruption.

#### **12. Intellectual property rights**

All intellectual property rights and other rights, including without limitation patents, utility models, design rights, trademarks, copyright and know-how, relating to the delivered/performed Services and/or Spare Parts and any and all documentation related thereto are the exclusive property of SubC. The Customer shall respect such rights whether or not they are registered.

Any intellectual property rights and other rights, including without limitation patents, utility models, design rights, trademarks, copyright and know-how developed by SubC in connection with the performance of Services will at all times be the exclusive property of SubC. The Customer shall respect such rights whether or not they are registered.

All drawings and other technical documents regarding the Products or their manufacture submitted by SubC to the Customer, prior or subsequent to the award of an order must remain the exclusive property of SubC.

SubC will grant the Customer a permanent right of use to the delivered Spare Parts upon completion of the Services and payment of the purchase price in full.

#### **13. Term and termination**

SubC may at any time suspend or terminate any and all orders; and claim damages pursuant to Danish law due the Customer's material breach of the Agreement, including the Customer's failure to fulfil its payment obligations.

SubC shall always be entitled to terminate the contract with the Customer with three (3) months prior written notice.

#### **14. Confidentiality**

The Customer shall observe full confidentiality regarding information of confidential nature, which the Customer has obtained by reason of the Term and the Parties performance hereunder.

#### **15. Governing law and disputes**

These Terms and any order issued hereunder and the work performed by SubC are governed by Danish law excluding any international private law rules and CISG.

Any dispute arising must be settled through loyal negotiation between the Parties including negotiations between higher management of both Parties.

All disputes arising out of or in connection with the Agreement that cannot be settled through the Parties' negotiation must be finally settled by arbitration before the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by The Danish Institute of Arbitration and in force at the time when such proceedings are commenced.

