

0. In General

- 0.1 These terms apply to all commissioned work performed by Dancert A/S (hereinafter referred to as Dancert) that concerns certification, inspection or approval of products, systems or persons (hereinafter referred to as commissioned work). The terms also apply to the technical work concerning testing and calibration that may be part of the commissioned work. The terms can only be deviated from, if a specific written agreement, concerning the commissioned work, clearly specifies the deviation.
- 0.2 Along with these terms, any standards or regulation applicable to Dancert or the commissioned work apply, thus enabling Dancert to invoke the conditions of these standards or this legislation against the contract partner (hereinafter referred to as the company).
- 0.3 If Dancert has defined any additional terms or conditions concerning a field of certification, these will apply to any agreement concerning the field of certification.

1. Definitions

- 1.1 *Certification* regards activities related to processing applications and audit (also any sampling and/or testing), inspection of documents, and the issuing of certificates regarding products, systems or persons, cf. EN 45011, ISO/EIC 17021, and ISO/IEC 17021, respectively.
- 1.2 *Inspection* regards activities covered and regulated by ISO/IEC 17020, where the terms of ISO/IEC 17020 concerning these activities apply.
- 1.3 *Approval* regards activities such as type approval (including type testing and construction testing), verification, supervision or registration laid down by law or another recognised basis.

2. Establishing the basis for the agreement

- 2.1 Commissioned work will be commenced on the basis of a written agreement, or, with respect to certification and approval, on the basis of an application to Dancert, in accordance with application instructions of Dancert. Dancert will use the information and specifications contained in the agreement or the application as the basis for performing the commissioned work.
- 2.2 The company is obliged to provide Dancert with all information relevant to the commissioned work, and to ensure that this information is correct. The company is obliged to provide duly authorised representatives from Dancert with access to relevant rooms and information. Representatives from accreditation authorities must have access accompanied by Dancert's representatives.
- 2.3 The company is obliged to continuously report all substantial changes to the information which, orally or written, has been presented to

Dancert either by the submission of an application or subsequently. For instance, changes to the following are considered substantial changes:

- judicial, commercial, organisational status or ownership
- organisation and management (e.g. managing or technical key personnel)
- contact addresses or addresses comprised in a certificate.

If Dancert assesses that reported changes do not satisfy the basis of certification, the company is obliged to ensure that the requirements of the certification are met and to provide Dancert with an account hereof.

- 2.4 Dancert is entitled to have a sub-contractor perform commissioned work, provided that Dancert ensures that the sub-contractor has the proper accreditation or qualification.
- 2.5 The company is obliged to register all complaints regarding failure to meet the requirements of the basis of certification, and, consequently, to take appropriate action. Furthermore, the company is obliged to record such action.

3. Time schedule, price estimates etc.

- 3.1 Time schedules, price estimates etc. regarding the performance of commissioned work are given as estimates, unless a written agreement states otherwise.
- 3.2 In case of major excess of the agreement regarding price, overrun or substantial hindrances to the performance of commissioned work, the company will be notified and subsequently entitled to change or cancel the work, cf. clause 5.

4. Fees and terms of payment

- 4.1 Unless otherwise agreed, commissioned work is invoiced according to the hourly rates set by Dancert plus travel costs and other expenses.
- 4.2 In case of long-term work, Dancert is entitled to continuously regulate the hourly rates (cf. 4.1) at a 30-days' notice.
- 4.3 Dancert is entitled to remuneration for the performance of commissioned work, whether or not the results expected by the company are obtained.
- 4.4 Dancert is entitled to demand that the company furnishes a banker's guarantee or surety, or that the company makes a pre-payment or pays a deposit, if necessary, in the form cash or banker's cheque prior to the commencement of the work.
- 4.5 Dancert is entitled to issue invoices on account once a month for work performed in the past month.
- 4.6 In case of overdue payment, the amount due to Dancert is charged at the rate of 1,5% for each commenced period of one month.

5. The right to change or cancel orders

- 5.1 If the company issues instructions to stop or postpone the work (cf. 3.2), payment for already performed work is required according to invoice, exactly as the company shall reimburse Dancert for any costs incurred in connection with the cancelled or postponed work which Dancert has already undertaken to pay, e.g. expenses to a sub-contractor, special equipment or premises etc.
- 5.2 If the company issues instructions to stop or postpone the work, the company is obliged to pay Dancert a fee corresponding to the time spent and the costs incurred plus disbursements as originally agreed upon. Any annual fee or certification fee will not be refunded.
- 5.3 Certified companies can cancel agreements regarding certification at a three months' written notice.
- 5.4 Dancert may at any time terminate agreements at 3 months written notice.

6. Professional discretion

- 6.1 Dancert and its staff must exercise absolute discretion with respect to the work performed and for whom the work is performed. Furthermore, absolute discretion is required, with regard to any knowledge obtained through the performance of commissioned work.
- 6.2 Notwithstanding the provisions regarding professional discretion stated above, Dancert is at all times entitled to disclose information to the relevant authorities, including accreditation authorities, in connection with certification, inspection or approval.
- 6.3 If, in the course of performing commissioned work, Dancert becomes aware of factors that Dancert finds to potentially cause material damage to health or environment, Dancert may, if necessary, inform the company thereof. If the company does not, as quickly as the circumstances require, take the necessary action to prevent or limit the risk of such damage, Dancert is, regardless of any separate agreement on discretion or secrecy, entitled to notify the relevant authorities.

7. Certificates, maintenance of certificate etc.

- 7.1 If the company no longer meets the conditions for maintaining the certificate or the approval, or if the companies abuses the certificate or the approval, Dancert is entitled to revoke certificates or approvals. Revoking may be the consequence if
- 7.1.1 the company gives incomplete or incorrect information,
- 7.1.2 the company gravely fails to meet the relevant requirements
- 7.1.3 the company conceals changes to quality control systems or other conditions which have been of crucial importance to the issue of certificate,
- 7.1.4 the company makes claims of validity that are not covered by the certificate,

- 7.1.5 insolvency proceedings, sale or other discontinuation of the activities of the company occur
- 7.1.6 the company falls into arrears with respect to payments to be made to Dancert,
- 7.1.7 the company for a long period of time suspends deliveries of the product or products comprised by the certificate,
- 7.1.8 the company abuses logos, approval marks, or the name of Dancert,
- 7.1.9 the company does not meet agreements with Dancert that are of significance to the certificate.

- 7.2 If Dancert receives complaints or grievances regarding the company, its products or its services, Dancert is entitled to pursue the company's' compliance with the basis of certification, verified by appropriate means; e.g. obtaining a relevant account from the company, extraordinary audit and sampling.

- 7.3 If Dancert reports any non-conformity with the requirements of the basis of certificate, the company is obliged to
- 7.3.1 uncover the reason for these non-conformities,
- 7.3.2 take appropriate remedial measures and corrective action within a reasonable time limit,
- 7.3.3 provide Dancert with an account of the remedial measures and corrective action within a reasonable time limit.

- 7.4 If the company is holding a work environment certificate, and if the company receives commands from The Danish Working Environment Authority, the company is obliged to notify Dancert.

- 7.5 Dancert is at all times entitled to abandon its status as an accredited body. The company should notice that the maintenance of the company's certification may be hindered or even rendered impossible,

- 7.6 In case of revocation of the certificate or the approval, the company must, on Dancert's request, return the certificate or approval as soon as possible. Furthermore, Dancert is entitled to make the revocation public and notify the relevant authorities of the revocation

8. Logos, approval marks etc.

- 8.1 The holder of the certificate or any approval may use the logo of Dancert and other approval marks for business purposes, as long as this is done in direct connection with references to the products, systems or individuals covered by the certificate or the approval. The use of Dancert's logo must immediately cease if Dancert revokes the certificate or the approval.
- 8.2 Any use of logos, other approval marks or references to issued certificates or approvals must at all times respect Dancert's eventual additional terms regarding such use.
- 8.3 If the commissioned work is cancelled or postponed by the company (cf. clause 5), the company is not entitled to refer to Dancert or its

- staff in connection with advertising or marketing – regardless of any previous agreement stating otherwise.
- 8.4 If the company refers to certification, it must be clear which parts (functions or addresses, products or services) of the company are covered by the certification.
- 8.5 The company must not refer to the certification in a way that can bring Dancert into disrepute or give rise to a false perception as to whether any specific consignment or service is covered by the certification. This includes reference to certification numbers and notification numbers.
- 8.6 The company is not entitled to use the logo of the accreditation authority.
- 9. Liability**
- 9.1 Dancert is liable towards the company for any errors and negligence in connection with the performance of the work pursuant to the general rules of compensation of Danish law, subject to such limitations as follow from clauses 9.2 to 9.8. Dancert is in no event liable for circumstances or events causing a loss that are not attributable to any errors or negligence on the part of Dancert.
- 9.2 If Dancert's accreditation is revoked or Dancert ceases to function as an accredited body, Dancert is not responsible for the company's losses directly or indirectly caused hereby.
- 9.3 If commissioned work is stopped or postponed, cf. clause 5, Dancert is not responsible for any errors or neglects of the already performed work.
- 9.4 Dancert is only responsible for delays connected to the performance of the commissioned work, if Dancert, distinctly and in writing, has accepted vouching for the completing of the commissioned work at a deadline.
- 9.5 If Dancert has received samples or materials from the company, Dancert is only responsible for any loss of or damage to these samples or materials, if there is a written agreement demanding the returning of these samples or materials. Furthermore, Dancert's liability fully depends on the documentation of the fact that Dancert has acted grossly negligent. Dancert's liability cannot exceed the value of the received materials or samples. If the returning of samples or materials has not been agreed upon, Dancert will store these materials or samples for a maximum of 6 months after the completion of the commissioned work.
- 9.6 Dancert cannot be held liable for more than the direct loss suffered by the company. Thus, Dancert cannot be held liable for losses on operations, loss of earnings or any other indirect losses. Dancert's total liability cannot exceed DKK 1,000,000 for each individual claim except for bodily injury according to Danish legislation. Dancert is covered by the third-party liability insurance of the Danish Technological Institute. Dancert cannot be held liable for any injury or damage caused by the company's products, systems or persons caused as a consequence of errors or neglects by these, unless the error or neglect is directly caused by the work performed by Dancert. In such cases, the exceptions of this clause 9 apply.
- 9.7 If Dancert, by a third party, is held liable for personal, material or property damage, including product responsibility, the company is obliged to indemnify Dancert from any liability which the company can enforce on Dancert according to the terms of this clause 9. Dancert is entitled to demand that the company defend such a claim on Dancert's behalf.
- 9.8 Dancert cannot be held liable for claims regarding loss, damage or injury that have not been made in writing within five years after Dancert's delivery of the service in respect of which the claim is made. Additionally, Dancert's liability is contingent upon the company immediately complaining in writing when becoming aware of, or should have become aware of, the existence of a potential claim for compensation against Dancert. Regardless of the above-mentioned time limit of five years, Dancert cannot be held liable for any damage or injury that was impossible to foresee in view of the know-how and technology at the time of the performance of the commissioned work.
- 10. Provisions regarding complaints and appeals**
- 10.1 Complaints are to be directed in writing to Dancert within four weeks of the occurrence of the event complained of. Dancert will process the complaint in keeping with the procedure of Dancert for complaints, the contents of which Dancert must disclose to the complainant on the complainant's request.
- 10.2 If Dancert finds the complaint to be unjustified, the complainant is obliged to pay all Dancert's eventual costs in connection with the processing of the complaint and the resumption of the commissioned work.
- 10.3 The complainant can appeal against the decision in the Maritime and Commercial Court in Copenhagen, cf. clause 11.
- 11. Disputes**
- Any dispute between Dancert and the Company shall be settled in accordance with Danish legislation with the Maritime and Commercial court as a venue.