

1. Applicability

1.1 These General Terms and Conditions ("Terms") apply to all agreements concerning the sale and delivery of services, consultancy, manpower, training, engineering services and field services provided by Ce-Tec A/S, VAT No. 33771339 ("the Company"), to business customers ("Customer").

1.2 The Terms apply to both domestic and international transactions unless otherwise expressly agreed in writing.

1.3 The Customer's purchase conditions or other terms shall not form part of the contractual basis unless explicitly accepted by the Company in writing.

2. Basis of Contract

2.1 The contractual basis between the parties ("Contract") shall consist of the Company's offer, the Company's order confirmation and these Terms.

2.2 In the event of inconsistency between the documents, the order confirmation shall prevail, followed by the offer and thereafter these Terms.

2.3 Any amendments to the Contract shall only be valid if agreed in writing by both parties.

3. Services

3.1 Services provided by the Company shall be performed with reasonable skill and care in accordance with generally accepted industry standards.

3.2 The Company shall not be responsible for ensuring that the services comply with specific legislation or standards applicable to the Customer's intended use unless expressly agreed.

3.3 The Customer shall provide the Company with access to relevant personnel, information and facilities necessary for the performance of the services.

3.4 Any delays or additional costs resulting from insufficient preparation, access or cooperation from the Customer may be invoiced to the Customer.

4. Customer Responsibilities and Site Conditions

4.1 Where services are performed at the Customer's premises or another location designated by the Customer, the Customer

shall ensure that the working environment complies with all applicable health, safety and environmental regulations.

4.2 The Customer shall ensure that the site is safe, accessible and suitable for the execution of the services and shall provide all necessary permits, access, equipment and assistance.

4.3 The Customer shall be responsible for maintaining a safe working environment and shall indemnify the Company against any claims arising from unsafe site conditions not caused by the Company.

4.4 The Company reserves the right to suspend the performance of services if the working conditions are considered unsafe.

5. Travel, Mobilisation and Demobilisation

5.1 Unless otherwise agreed, the Customer shall reimburse all reasonable travel and accommodation costs incurred by the Company in connection with the performance of the services, including visas, transport and daily allowances.

5.2 Mobilisation and demobilisation time shall be considered billable working time.

5.3 Waiting time and delays caused by the Customer shall be invoiced in accordance with the Company's applicable rates.

6. Personnel Safety and Right of Withdrawal

6.1 The safety and well-being of the Company's personnel shall take precedence at all times.

6.2 In situations involving war, armed conflict, terrorism, civil unrest, natural disasters or other events that may compromise the safety of personnel, the Company reserves the right to immediately withdraw its personnel.

6.3 The same right shall apply if the Danish Ministry of Foreign Affairs issues an Orange travel advisory or higher for the relevant area.

6.4 Such withdrawal shall not constitute a breach of contract and shall not entitle the Customer to any compensation or claims.

6.5 The parties shall seek in good faith to agree on alternative solutions, including postponement or remote execution of the services.

7. Evacuation

7.1 The Company may evacuate its personnel if circumstances arise that pose a risk to safety, including political instability, natural disasters or similar events.

7.2 Evacuation may be based on internal assessments or official advisories.

7.3 Evacuation shall not constitute a breach of contract, and related costs shall be borne by the Customer.

8. Remote Support

8.1 If on-site work becomes impractical or unsafe, the Company may perform the services remotely where possible.

8.2 Remote services shall be invoiced in accordance with the Company's standard rates.

9. Offers, Orders and Order Confirmations

9.1 Offers issued by the Company shall be valid for 10 days unless otherwise stated.

9.2 Orders shall be submitted in writing and shall include sufficient information to identify the requested services.

9.3 The Company shall confirm or reject orders within a reasonable time. Only written confirmations shall be binding.

9.4 The Customer may not alter an accepted order without the Company's written approval.

10. Delivery

10.1 The Company shall deliver the services at the time stated in the order confirmation. Delivery times are indicative unless otherwise agreed.

10.2 The Customer shall inspect the services upon delivery and notify the Company in writing without undue delay of any defects.

10.3 The Company's liability for delay shall in any case be limited to 10% of the value of the delayed services.

11. Price and Payment

11.1 Prices shall be based on the Company's current price list unless otherwise agreed and are exclusive of VAT and other taxes.

11.2 Payment terms are 30 days from invoice date unless otherwise agreed.

11.3 Costs incurred by the Company in relation to third parties shall be reimbursed by the Customer.

11.4 All prices are stated in Danish Kroner (DKK) unless otherwise agreed.

11.5 The Company reserves the right to adjust prices in the event of significant changes in exchange rates, tariffs, material costs, energy costs or other external factors beyond the Company's control.

11.6 The Company further reserves the right to adjust prices annually in accordance with general cost developments or relevant indices.

11.7 For on-site consultancy work, time shall be recorded in time sheets to be approved by the Customer. Unless otherwise agreed, work exceeding 8 hours per day or performed during evenings, nights or weekends shall be considered overtime and invoiced accordingly.

11.8 For offshore assignments, cancellation less than 7 days prior to departure shall result in full payment of the agreed price unless otherwise agreed.

12. Late Payment

12.1 In case of delayed payment, the Company shall be entitled to interest of 2% per commenced month from the due date and additionally a monthly administration fee of DKK 100,-.

12.2 The Company may suspend the performance of services in case of overdue payment.

13. Warranty

13.1 The Company warrants that the services are free from material defects in workmanship for a period of 6 months from delivery.

13.2 The warranty does not cover defects caused by normal wear and tear, misuse, alterations or circumstances beyond the Company's control.

14. Liability

14.1 Each party shall be liable for its own acts and omissions subject to the limitations set out in these Terms.

14.2 The Company's total liability shall not exceed 50% of the total invoiced amount in the relevant calendar year.

14.3 The Company shall not be liable for indirect losses including loss of profit, production or goodwill.

14.4 The limitations shall not apply in case of gross negligence or wilful misconduct.

14.5 Where expressly agreed, the parties may apply a knock-for-knock liability regime under which each party is responsible for its own personnel and property.

15. Insurance

15.1 The Company shall maintain customary insurance coverage.

15.2 The Customer shall maintain appropriate insurance for site conditions and operations.

15.3 The Company's liability shall in all cases be limited to the caps set out in Clause 14 regardless of insurance coverage.

16. Force Majeure

16.1 Neither party shall be liable for failure to perform obligations due to circumstances beyond its control, including war, natural disasters, pandemics, government actions or supply disruptions.

16.2 The affected party shall notify the other party without undue delay.

16.3 If such circumstances continue for more than 60 days, either party may terminate the affected part of the Contract.

17. Intellectual Property Rights

17.1 All intellectual property rights related to the services shall remain the property of the Company.

17.2 The Customer shall have a non-exclusive right to use the deliverables for its internal business purposes.

18. Confidentiality

18.1 Each party shall treat confidential information received from the other party as confidential and shall not disclose such information to third parties.

19. Data Protection

19.1 The parties shall comply with applicable data protection legislation, including GDPR.

19.2 The Customer shall ensure lawful handling and storage of personal data in connection with the services.

20. Export Control

20.1 The Customer shall comply with all applicable export control and sanctions regulations.

20.2 The Company may suspend services if such compliance cannot be ensured.

21. Governing Law and Jurisdiction

21.1 The Contract shall be governed by Danish law.

21.2 Any dispute shall be settled by the Danish courts.

21.3 The English version of these Terms shall prevail.

22. Training Terms and Conditions

22.1 By accepting these Terms, the Customer may register participants for training services provided by the Company.

22.2 The Customer is responsible for correct registration and deregistration of participants.

22.3 Cancellation of participation is free of charge up to 14 days before the course. Cancellation less than 14 days before the course will be charged at 50%, and cancellation less than 7 days before or on the course date will be charged at 100%.

22.4 The Company reserves the right to cancel or reschedule courses due to insufficient participation or instructor unavailability.

22.5 All training materials remain the property of the Company and may not be distributed without written consent.

End of Terms