

1. INTERPRETATION

- 1.1 In these Conditions the following words will have the following meanings:
- »**Customer**« means the legal person that has issued the Order;
 - »**Conditions**« means the conditions set out in this document;
 - »**Contract**« means any contract for Work between the Customer and COPENHAGEN ATOMICS incorporating these Conditions;
 - »**Components and software**« means all parts covered by the Order.
 - »**EUA**« means COPENHAGEN ATOMICS' standard end user agreement, in place from time to time, regulating the Customer's right to use software incorporated in firmware as well as any separate software supplied by COPENHAGEN ATOMICS for use with applications, which is available from COPENHAGEN ATOMICS upon request or at <https://www.copenhagenatomics.com/pdf/EndUserAgreement.pdf>;
 - »**IPR**« means intellectual property rights of any nature whether registrable or not including without limitation any and all inventions, patents, utility models, design rights, copyright, know-how, trade secrets, confidential information, trademarks, service marks, trade names and goodwill;
 - »**COPENHAGEN ATOMICS**« company reg. no. (CVR 36719230) Maskinvej 5 , 2860 Søborg , Denmark;
 - »**Order**« means an individual order placed by the Customer to COPENHAGEN ATOMICS.
 - »**Order Acknowledgement**« means a written acknowledgement by COPENHAGEN ATOMICS of the Order, and thereby constituting a Contract, which is subject to the Conditions and/or such other conditions expressly stated in writing in the acknowledgement;
 - »**Party**« and »**Parties**« mean either COPENHAGEN ATOMICS or Customer or COPENHAGEN ATOMICS and Customer together;
 - »**Services**« means services supplied by COPENHAGEN ATOMICS (as specified in COPENHAGEN ATOMICS' tender or Order Acknowledgement);
 - »**Site**« means the place specified in COPENHAGEN ATOMICS' tender or Order Acknowledgement where the Services are to be performed by COPENHAGEN ATOMICS;
 - »**Work**« means Goods and/or Services.

2. INTRODUCTION AND INFORMATION

- 2.1 All tenders are made and Orders are accepted by COPENHAGEN ATOMICS subject to the Conditions and they shall apply to any Contract and exclude any other terms and conditions, which the Customer purports to apply under any Order. Variations to the Conditions of any Contract will only be effective if agreed in writing and signed by COPENHAGEN ATOMICS.
- 2.2 Any quotations, tenders, Orders and Contracts shall incorporate these Conditions by reference.
- 2.3 All information on weight, dimensions, capacity, price, technical and other data stated in catalogues, prospectuses, circulars, advertisements, illustrated matter and price lists is

to be considered approximate. Such information is only binding to the extent expressly stated in the Order Acknowledgement or in other documents forming part of the Contract expressly referring to such information.

3. DELIVERY AND NON-DELIVERY AND DELAY

- 3.1 Unless otherwise expressly agreed in writing by COPENHAGEN ATOMICS
- (a) delivery times accepted by COPENHAGEN ATOMICS are given in good faith but are an estimate only;
 - (b) delivery of the Goods is made EXW (Incoterms 2020).
- 3.2 COPENHAGEN ATOMICS may deliver Goods in instalments and perform Services in sections in any sequence. Delays, errors or inability to deliver by COPENHAGEN ATOMICS, in respect of one or more instalments and/or sections shall not entitle the Customer to terminate the relevant Contract as a whole.
- 3.3 Where:
- (c) The Customer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order;
 - (d) Or Copenhagen Atomics agrees to postpone delivery of the goods at the request of the customer
 - (e) The Customer fails to provide any instructions, consents or authorization is required to enable the Goods to be delivered on the due date the risk in the Goods shall pass immediately to the Customer.
 - In such cases, delivery of the Goods shall be deemed to have taken place and COPENHAGEN ATOMICS may store or arrange for storage of such Goods and charge the Customer for all related costs and expenses (including storage and insurance). COPENHAGEN ATOMICS may sell such Goods after expiry of 28 days following such failure or refusal and deduct any monies payable to COPENHAGEN ATOMICS by the Customer from the sale proceeds and charge the Customer for any shortfall below the Contract price.
- 3.4 The Customer immediately upon delivery must examine all Goods. COPENHAGEN ATOMICS may, at its option, be present at such examination. COPENHAGEN ATOMICS shall only be liable for shortages in, damage to, non-delivery of, incorrect supply of or delivery of an excessive quantity of Goods if notified by the Customer to COPENHAGEN ATOMICS in writing immediately after the appearance thereof and in no event later than 90 days after the actual or anticipated date of delivery (as relevant) and provided that the cause thereof was within the reasonable control of COPENHAGEN ATOMICS. Where COPENHAGEN ATOMICS is liable as set out in this Condition 3.4 COPENHAGEN ATOMICS shall, at its sole discretion, either arrange for delivery as soon as reasonably possible or credit the Customer for such Goods and this shall be the Customer's only remedies and in lieu of all other rights and remedies which might otherwise be available to the Customer. Shortages in or non-delivery of some or part of the Goods shall not affect the Contract in respect of any other Goods. In case of incorrect supply of or delivery of excessive quantity of Goods, the Customer shall, if accepted by COPENHAGEN ATOMICS, return the Goods delivered at the cost of COPENHAGEN ATOMICS. In order to have the returned Goods replaced or credited it must be in the same condition as when received by the Customer. The Customer is

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liable for any damage to the returned Goods caused by inadequate packing and/or transport.

- 3.5 If prior to delivery COPENHAGEN ATOMICS has concern regarding timely payment because of an adverse change in the Customer's circumstances or otherwise, it may require payment of all or additional parts of the Work before delivery.
- 3.6 If the contractual delivery time for the Work or part of the Work is delayed and this delay was caused by negligence or intention of COPENHAGEN ATOMICS and if the Customer has suffered a loss caused by such delay, the Customer shall be entitled to liquidate damages for delay. Such liquidated damages for delay shall amount to 0.5% of the value of the delayed part of the Work concerned per each full week of delay considering a grace period of 2 (two) weeks. The liquidated damages for delay will be limited to a maximum of 5% (five per cent) of the value of the delayed part of the Work.
- 3.7 Liquidated damages shall be the Customer's sole and exclusive measure of damages and remedy against COPENHAGEN ATOMICS with respect to the failure to achieve the contractual delivery time for the Work.

4. Title

- 4.1 Unless COPENHAGEN ATOMICS has been paid in full in advance, the Goods will be considered as having been delivered with COPENHAGEN ATOMICS retaining the ownership of the Goods, until full payment has been effected by the Customer. If the Customer does not pay when due, COPENHAGEN ATOMICS is entitled to take back the Goods without a court judgement in accordance with the applicable law.

5. PRICE AND BINDING PERIOD OF QUOTATIONS AND TENDERS

- 5.1 Unless otherwise expressly agreed, quotations and tenders lapse after 30 days from their date unless already withdrawn by COPENHAGEN ATOMICS. Unless fixed prices have been expressly agreed in writing by COPENHAGEN ATOMICS, all sales are made at COPENHAGEN ATOMICS' prices valid at the date of COPENHAGEN ATOMICS' Order Acknowledgement. Unless otherwise agreed in writing by COPENHAGEN ATOMICS prices set out in any of COPENHAGEN ATOMICS' price lists, tenders or Order Acknowledgements are EXW ([Incoterms 2020](#)) and exclusive of any taxes, duties or fees, charges as well as any costs of carriage, package and insurance which shall be payable by the Customer in addition to the price. Prices are exclusive of board, lodging and local transportation and such other facilities as are to be provided by the Customer free of charge.

All travelling expenses and costs of carriage of luggage, instruments and tools incurred by COPENHAGEN ATOMICS' personnel, shall be finally paid for by the Customer. If COPENHAGEN ATOMICS upon the Customer's request, agrees to arrange for transportation of the Goods on behalf of the Customer, this shall not in itself change the EXW (Incoterms 2020) delivery of the Goods, cf. Condition 3.1 (b) above, unless expressly agreed in writing by COPENHAGEN ATOMICS, and the Customer shall pay, reimburse and/or indemnify COPENHAGEN ATOMICS for all costs associated with the transportation.

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Unless otherwise expressly agreed by COPENHAGEN ATOMICS in writing sums payable by the Customer to COPENHAGEN ATOMICS shall be paid by the Customer net cash not later than 30 days after the date of the invoice. If any sum payable under the Contract is not paid when due then without prejudice to COPENHAGEN ATOMICS' other rights under these Conditions, such sum shall bear interest from the due date until payment is made in full, both before and after any judgement, at 8% per annum.

Where COPENHAGEN ATOMICS has incurred any liability to the Customer, whether or not arising from or under a Contract, COPENHAGEN ATOMICS may upon written notification set off the amount of such liability against any liability of the Customer to COPENHAGEN ATOMICS.

The Customer shall not be entitled to withhold any payment under a Contract with reference to alleged counterclaims under a Contract or any other contracts with COPENHAGEN ATOMICS or to set off such claims against any payments under a Contract.

6. Provision of service

- 6.1 Unless otherwise expressly agreed in writing Services rendered by COPENHAGEN ATOMICS shall be charged on time used basis in accordance with COPENHAGEN ATOMICS' general rates for personnel at the date of the Order Acknowledgement (available from COPENHAGEN ATOMICS upon request).
- 6.2 Unless otherwise expressly agreed in writing COPENHAGEN ATOMICS' execution of Services is subject to assistance being rendered by the Customer through qualified persons made available by the Customer.
- 6.3 The taking over of the Service by the Customer shall be deemed to have taken place at the latest, when the Customer has received COPENHAGEN ATOMICS' notice that the Service has been completed, provided that the Service is as required for taking over according to the Contract. Minor deficiencies, which do not affect the efficiency of the Service, shall not prevent taking over. The period, referred to in Condition 7.1 shall start to run at the latest when the Service is ready for taking over in accordance with this Condition 6.3.

7. WARRANTY

- 7.1 COPENHAGEN ATOMICS warrants for a period of 12 months (i) from the date the Goods were delivered, that such Goods are free from substantial defects in materials or manufacturing; and (ii) from the date the Services were rendered, that such Services were carried out with reasonable skills and care.
- 7.2 All conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with Condition 7.1, are hereby expressly excluded to the fullest extent possible.
- 7.3 The warranty given in above will not apply:
In case installation and commissioning is not done according to Copenhagen Atomic commissioning procedure.
Where the defect arises from any drawing, design, specification or intellectual property right supplied by the Customer or arises from normal wear and tear, willful damage,

the Customer's negligence, abnormal working conditions, use for unintended purpose, misuse, abuse, lack of maintenance or arises from any failure to follow.

COPENHAGEN ATOMICS' advice or general instruction (whether oral or in writing) or alteration or repair of the Work without COPENHAGEN ATOMICS' approval;

- (a) if COPENHAGEN ATOMICS or its representatives are not given a reasonable opportunity to safely inspect the Work;
- (b) if the total price for the Work has not been paid by the due date for payment;
- (c) if the Goods supplied by COPENHAGEN ATOMICS are mounted in a COPENHAGEN ATOMICS designed setup for which the Customer has also used non-original parts which are violating intellectual property rights of COPENHAGEN ATOMICS; or
- (d) if the Customer has not notified COPENHAGEN ATOMICS of the warranty claim within 14 days after the time where Customer discovered or ought to have discovered the defect and, if so requested in writing by COPENHAGEN ATOMICS after such notification, the Customer fails to fill out a defect report within a period of 14 days after receipt of such request from COPENHAGEN ATOMICS.

7.4 In the event of a breach by COPENHAGEN ATOMICS of the warranty in Condition 7.1 and without limiting Condition 10 COPENHAGEN ATOMICS shall only be obliged (and shall have no further liability in contract, tort, law or otherwise for any defect in quality of the Work) at its option either to:

- (e) credit the price (if already paid) attributable to the faulty Work; or
- (f) repair, rectify or replace the faulty Work, provided that any Goods are returned to COPENHAGEN ATOMICS or someone designated by COPENHAGEN ATOMICS in their delivered state at COPENHAGEN ATOMICS' expense if so requested by COPENHAGEN ATOMICS within 3 months from the date of the dispatch of the replacement Goods. COPENHAGEN ATOMICS shall not be responsible for offloading of cargo and/or any precondition works necessary to repair and/or rectify the defect. Replacement Goods are delivered EXW (Incoterms 2020) unless another Incoterm has been expressly agreed in writing by COPENHAGEN ATOMICS in the specific Contract.

Condition 7.4 shall be the Customer's sole remedy and in lieu of any other rights and remedies which might otherwise be available to the Customer. Any replacement Work will be warranted on the terms set out in this Condition 7. However, any and all warranty shall end within 18 months after delivery of the original Work being replaced.

8. EXEMPTIONS AND FORCE MAJEURE

8.1 Either Party may be excused from the timely performance of its obligations under the Contract, where the performance is impeded or prevented by circumstances beyond its control, including but not limited to perforce affected by an act of God, labour disputes, civil commotion, governmental or official actions or any other event which was unforeseeable or outside the reasonable control of such Party. The Party shall be temporarily relieved from its obligations during the period of time such events continue. The afore stated shall also be applicable to COPENHAGEN ATOMICS if a sub-supplier of COPENHAGEN ATOMICS is affected by such event and/or in case the Party concerned is already in default.

- 8.2 Either Party may terminate the Contract affected if such circumstances mentioned in Condition 8.1 continue for more than 6 months.
- 8.3 The Parties are committed to give each other the necessary information which may reasonably be expected without delay, and to adjust their obligations in good faith to the changed circumstances.

9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 9.1 The Customer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to Work, or any plans, descriptions, blue prints, designs, technical information, software, documents, drawings and/or specifications relating thereto either (a) supplied by or on behalf of COPENHAGEN ATOMICS to the Customer in connection with Work, or (b) resulting from Work, unless otherwise expressly agreed by COPENHAGEN ATOMICS in writing. Should the Customer acquire any such rights then the Customer shall immediately inform COPENHAGEN ATOMICS and shall take such steps as may be required by COPENHAGEN ATOMICS to assign such rights to or vest such title in COPENHAGEN ATOMICS.
- 9.2 COPENHAGEN ATOMICS shall have the right to apply any trademarks, trade names and/or service marks to the Goods. The Customer acknowledges that no rights are granted to the Customer in respect of such trademarks, trade names and/or service marks through the use of the Goods by the Customer. The Customer shall not deface, remove or obliterate any trademarks, trade names or logos applied by COPENHAGEN ATOMICS on or in relation to the Goods.
- 9.3 The Customer shall keep confidential and not use, without the prior written consent of COPENHAGEN ATOMICS, all or any information including, without limitation, that supplied by COPENHAGEN ATOMICS to the Customer or disclosed to or obtained by the Customer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Customer, or disclosure of the same is required by law or by any governmental or other regulatory body. Further, the Customer shall not reproduce or copy in any manner whatsoever, in whole or in part, any of the information mentioned above.
- 9.4 In the event that COPENHAGEN ATOMICS bases the production of the Goods on its own specifications, COPENHAGEN ATOMICS shall under the exclusion of any further liability warrant that such Goods do not interfere with IPRs published in USA, Denmark and/or by the European Patent Office. This shall not apply, if COPENHAGEN ATOMICS has manufactured the Goods in accordance with drawings, models or other equivalent descriptions or information provided by the Customer. As far as COPENHAGEN ATOMICS is not liable pursuant to this Condition 9.4, the Customer shall release COPENHAGEN ATOMICS from all related third party claims. In case an infringement of such third party IPRs appears to emerge, the Parties will enter into negotiations due consideration of such situation and jointly agree on the consequences.

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10. LIMITATION OF LIABILITY AND PRODUCT LIABILITY

- 10.1 COPENHAGEN ATOMICS shall not be liable to the Customer for any special, indirect, consequential or incidental loss, damage, delay or expense incurred of whatsoever nature.
- 10.2 In particular COPENHAGEN ATOMICS shall not be liable to the Customer for
- (i) any loss of profit, hire, business contracts, revenues or anticipated savings;
 - (ii) damage to the Customer's reputation or goodwill;
 - (iii) any loss resulting from any claim made by any third party;
 - (v) offloading of cargo; or
 - (vi) costs of any precondition works necessary to repair and/or rectify a defect; whether or not such losses and/or damages are considered to be direct or indirect in nature.
- 10.3 If COPENHAGEN ATOMICS incurs liability towards a third party the Customer shall indemnify and hold harmless COPENHAGEN ATOMICS for all losses, damages and costs of whatsoever nature.
- 10.4 Nothing in these Conditions shall exclude or limit the liability of COPENHAGEN ATOMICS for any liability that cannot be excluded in law or for:
- (i) death or personal injury; or
 - (ii) damages to property other than the Goods;
- caused by COPENHAGEN ATOMICS' gross negligence or fraudulent misrepresentation.
- 10.5 Without prejudice to Conditions 7.3, 10.1, 10.2 , 10.3 and 10.4 COPENHAGEN ATOMICS' total liability for Work in contract, tort, law or otherwise shall be limited to the value of that Work.

11. USE OF THIRD PARTY SPARE PARTS AS PART OF COPENHAGEN ATOMICS'S PERFORMANCE OF SERVICE

- 11.1 If COPENHAGEN ATOMICS is to use spare parts provided by the Customer or by third parties via the Customer (hereafter "Third Party Spare Parts") for the Service the Customer warrants that to the extent required by the classification society, the Third Party Spare Parts will be either original parts from the relevant Copenhagen Atomic manufacturers, appropriately certified, or parts that have been approved by the classification society. The Customer will handle all issues with the classification society in this respect.
- 11.2 The Customer accepts and agrees that COPENHAGEN ATOMICS will not provide any warranty for the Third Party Spare Parts and/or accept any liability whatsoever for the use of such Third Party Spare Parts or for any losses or damages (direct or indirect) which might be caused by those Third Party Spare Parts now or in future. Furthermore, the Customer undertakes to indemnify and hold harmless COPENHAGEN ATOMICS from any third party claim whatsoever made against COPENHAGEN ATOMICS, which is related to the installation of, the use of and/or the failure of the Third Party Spare Parts.
- 11.3 For the avoidance of any doubt and without limiting the above the Service rendered by COPENHAGEN ATOMICS shall be warranted in accordance with Condition 7.

13. TERMINATION

- 13.1 If the Customer fails to make any payment when due or to perform any of its other obligations on time, COPENHAGEN ATOMICS shall be entitled to suspend its performance of the Contract until the failure is remedied; and regardless of whether COPENHAGEN ATOMICS decides to suspend performance:
- (a) the time for performance of the Contract by COPENHAGEN ATOMICS shall be automatically extended accordingly; and
 - (b) any cost (including waiting time, financial costs and storage, demurrage or other charges) thereby incurred by COPENHAGEN ATOMICS shall be paid by the Customer.
- 13.2 Without prejudice to any of its other rights COPENHAGEN ATOMICS may immediately terminate the Contract if any of the following occurs or is likely to occur:
- (a) suspension under Condition 13.1 continues for more than 120 days;
 - (b) the Customer is in breach of any of its obligations under the Contract which, if capable of remedy, the Customer has not remedied within 30 days of receiving written notice from COPENHAGEN ATOMICS; or
 - (c) the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or any equivalent or analogous event occurs in any jurisdiction or the Customer ceases or threatens to cease to carry on business or otherwise is unable to pay its debts when they fall due.
- 13.3 Upon termination, however arising, COPENHAGEN ATOMICS shall be entitled to suspend any further Work under the Contract without any liability to the Customer. Without prejudice to COPENHAGEN ATOMICS' other remedies under the Contract, within 14 days of such a notice of termination, however arising, the Customer shall pay to COPENHAGEN ATOMICS:
- (a) the outstanding balance of the Contract price of the Work which has been delivered or performed, and
 - (b) the costs incurred or committed by COPENHAGEN ATOMICS up to the date of notice of termination in performing such Work which is not yet completed plus a reasonable margin to be agreed between the Parties which shall not be less than 15% of the Contract price, and
 - (c) the costs reasonably incurred by COPENHAGEN ATOMICS as a result of the termination.
- 13.4 Termination, expiry or completion of the Contract or any part of it, shall not affect or prejudice the provisions of Conditions 9, 10, 11, 12, 13, 14, 17 and 18.

14. CUSTOMER'S OBLIGATIONS

- 14.1 The Customer shall provide COPENHAGEN ATOMICS' personnel with assistance in obtaining official entry, exit or working permits required in the country where the Services are to be carried out and ensure that they have free access to the Site.
- 14.2 The Customer shall provide COPENHAGEN ATOMICS' personnel with unobstructed and safe access to the Site to enable them to perform the Service.
- 14.3 The Customer shall be responsible for ensuring the health and safety of COPENHAGEN ATOMICS' personnel whilst on the Site. The Customer shall take appropriate measures to protect COPENHAGEN ATOMICS' personnel from risks associated with lone working, working in confined spaces and with substances hazardous to health. When

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COPENHAGEN ATOMICS is to carry out the Service on the Site, the Customer shall make available and bear the costs of an adequate number of fitters, local transport, lifting gear, supply of electricity and similar supplies.

- 14.4 The Customer shall assume all responsibility for all acts or omissions of the Customer's personnel and COPENHAGEN ATOMICS shall have no liability with respect thereto.
- 14.5 The Customer shall provide all tools, test equipment and test facilities unless specifically stated otherwise in the Contract. Where COPENHAGEN ATOMICS does supply tools then the Customer shall give all necessary assistance with the customs formalities required for the import and re-export of COPENHAGEN ATOMICS' tools and equipment free of any duties or taxes.
- 14.6 The Customer shall to the best of its ability assist COPENHAGEN ATOMICS in obtaining all necessary information concerning such local laws and regulations as are applicable to COPENHAGEN ATOMICS' performance of the Services.
- 14.7 COPENHAGEN ATOMICS may, at its sole discretion, refuse to perform the Services in conditions or surroundings that it considers may be prejudicial to the health and/or safety of its personnel and/ or where the Customer is in breach of this Condition 14 and COPENHAGEN ATOMICS shall not be liable under the Contract for any delay in or failure of delivery in such event.
- 14.8 The Customer shall specify a firm delivery address for the ordered Goods at least within 3 weeks after receipt of COPENHAGEN ATOMICS' written confirmation of the date of readiness for dispatch. Condition 3.3 (c) shall apply accordingly.
- 14.9 The Customer must obtain at its expense all licenses, permits and approvals relevant to the Work.
- 14.10 The Customer warrants that all tools, equipment etc. to be provided by the Customer according to the Contract are in a safe and usable condition.

15. EXPORT

- 15.1 Notwithstanding Condition 8 COPENHAGEN ATOMICS reserves the right to suspend at its sole discretion its performance at any time, in whole or in part, without incurring any liability, whenever such performance would be prevented by any applicable export or re-export control regulation (including but not limited to EU and U.S. law, as the case may be) or where an export license required by such regulations cannot be obtained. In the event the performance of the Contract is prevented due to the above reasons for a period of more than 180 days, COPENHAGEN ATOMICS or the Customer shall be entitled to terminate the Contract to the extent the performance is prevented. In the event an export license has been denied by the responsible authorities, COPENHAGEN ATOMICS or the Customer shall be entitled to terminate the denied part of the performance immediately. As consequence of such termination the Customer shall pay to COPENHAGEN ATOMICS the price of the Work performed by COPENHAGEN ATOMICS under the Contract and any cost for unavoidable commitments incurred by COPENHAGEN ATOMICS with respect thereto. Any claims, rights and/or remedies of the Customer with respect to such termination shall be excluded.
- 15.2 COPENHAGEN ATOMICS shall provide the Customer with a customs invoice and a packing list as standard shipping documents. Such documents are made out to the name of the Customer. The content and layout of such documents are defined by

COPENHAGEN ATOMICS and cannot be adjusted or amended. The provision of any further information or documents which might be required by the Customer for import purposes, such as but not limited to countries of origin, HS codes (numeric codes according to the "International Convention on the Harmonized System", issued by the World Customs Organization (WCO)), certificates of origin, declarations of preferential origin or other certificates shall be subject to an individual agreement. All costs for such additional information or documents shall be borne by the Customer.

16. DATA PROTECTION AND RIGHT TO ACCESS CUSTOMER DATA

- 16.1 COPENHAGEN ATOMICS shall have the right to access, collect, transfer, store, process and use data (including personal data if such data might be seen also as personal data under the applicable jurisdiction) from the supplied components remotely, by data networks or otherwise (hereafter "Data Access / Processing") for the purpose of using said data for marketing or for optimizing the components, including but not limited, to service, commissioning, benchmarking, technical optimisation and improvements of existing products, development of new products and statistical purposes. The remote access and internet access connection to the delivered components to be established during initial commissioning of the components and the credentials to LAN or WiFi network, informed to COPENHAGEN ATOMIC during commissioning process. COPENHAGEN ATOMICS may utilize the Data Access / Processing to retrieve from time to time, and without prior notice, all available data regarding the system from the data logger and may transmit this data for storage, processing and use to a system located at COPENHAGEN ATOMICS and/or as the case may be on the system of an external data processing operator on behalf of COPENHAGEN ATOMICS who is under an obligation towards COPENHAGEN ATOMICS to keep the data confidential and to observe all data protection provisions which are applicable. COPENHAGEN ATOMICS is allowed to share such data with sub-contractors or cooperation partners of COPENHAGEN ATOMICS to the extent such sub-contractors or cooperation partners reasonably need access to such data in order to perform their services and provided the sub-contractors or cooperation partners are under an obligation towards COPENHAGEN ATOMICS to keep the data confidential and to observe all applicable data protection provisions. If any data constitutes personal data the Customer undertakes to ensure that relevant personnel are to the extent needed informed about the registration and processing of such data and to the extent needed obtain their consent thereto. Further, any data constituting personal data will in principle be stored, processed or used by COPENHAGEN ATOMICS within the European Union, the European Economic Area and Great Britain. In the event any data constituting personal data will be processed and transmitted to a sub-contractor of COPENHAGEN ATOMICS which is outside the European Union then such subcontractor will be bound on a contractual basis which will include data protection regulation in accordance with the applicable data protection laws of the respective country from which such data will be processed and transmitted.
- 16.2 If the Data Access / Processing is not already granted for the performance of a sales or after sales contract, the Customer hereby expressly consents to said Data Access / Processing for data which has already been collected or that will be collected in the

future. This consent may be revoked by the Customer at any time in respect of any future Data Access / Processing at the Customer's discretion. For the avoidance of doubt revocation of consent shall not prevent COPENHAGEN ATOMICS from continuing to store, process and use any data already collected prior to receipt of said revocation. The Customer must inform the owner/operator of the systems delivered by COPENHAGEN ATOMICS of Data Access / Processing and undertake to obtain the written consent to such Data Access / Processing from the owner/operator of the systems delivered by COPENHAGEN ATOMICS.

- 16.3 For the avoidance of doubt this right to Data Access / Processing does not imply any obligation upon COPENHAGEN ATOMICS to provide any monitoring of or any maintenance for the systems delivered by COPENHAGEN ATOMICS.

17. PERSONAL DATA – CONTACT DATA

- 17.1 Subject to complying with applicable law, the Parties expressly consent that the other Party may process the following:

- (i) names;
- (ii) emails;
- (iii) work location; and
- (iv) phone numbers

of the Customer's or COPENHAGEN ATOMICS' employees, respectively, that will have to interact for the provision of Work and to ensure communication between the Parties.

18. GENERAL

- 18.1 Neither Party shall be entitled to assign or subcontract any of its rights or obligations under the Contract without the prior written consent of the other.
- 18.2 No act or omission shall be construed as a waiver of an unperformed obligation of the other Party or constitute an agreement to allow future breaches of the applicable provision.
- 18.3 If any term, clause, condition or part of these Conditions is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from these Conditions and shall be ineffective without, as far as is possible, modifying any other provision or part of these Conditions and this shall not affect any other provisions of the Contract which shall remain in full force and effect. The Parties are committed to replace the invalid provision by another equivalent provision with respect to the commercial effect, in so far as this is possible.
- 18.4 The Contract and these Conditions shall be construed in accordance with and governed in all aspects by the laws of Denmark, however, excluding the rules of conflicts of law and excluding the Convention of the United Nations of 11.4.1980 on Contracts for International Sale of Goods.
- 18.5 If a difference of opinion cannot be settled by the Parties themselves, all disputes arising out of or in connection with the present Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The Expedited Procedure Provisions and the Emergency Arbitrator Provisions shall not apply. The arbitration tribunal shall have its seat in and the arbitration proceedings shall take place in Copenhagen, Denmark in

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the English language. However, COPENHAGEN ATOMICS shall not be prevented from choosing, at COPENHAGEN ATOMICS' own discretion, to bring an action against the Customer in any ordinary court of law having jurisdiction over such action. The Parties will keep confidential the existence of the arbitration or any information or document relating thereto or disclosed therein.

19. ENTIRE AGREEMENT

19.1 These Conditions and the additionally agreed terms of the Contract contain the entire agreement and understanding of the Parties and supersede all other statements, understandings or the like relating to such subject matter. COPENHAGEN ATOMICS rejects any differing or supplemental terms which may be printed or otherwise found in any of the Customer's Order or other documents. Any alteration of a Contract must be in writing and signed by an authorized representative of each Party. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein, by express written agreement of the Parties hereto