

### I. GENERAL PROVISIONS

- 1.1 Unless expressly agreed otherwise in writing, all offers or services and all resulting contractual relationships between SGS Holding Deutschland B. V. & Co. KG and its affiliated domestic companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) (each hereinafter referred to as "SGS") and the Customer (hereinafter referred to as "Contractual Relations") are subject to these General Terms and Conditions (hereinafter referred to as "GTC"). However, the Customer's general terms and conditions shall only apply insofar as SGS has expressly agreed to them in writing.
- 1.2 SGS reserves its unrestricted property and copyright utilisation rights to cost estimates, drawings and other documents (hereinafter referred to as "Documents"). The Documents may only be made accessible to third parties with the prior consent of SGS and must be returned immediately upon request if the order is not placed with SGS. Sentences 1 and 2 shall apply accordingly to documents of the Customer; however, these may be made accessible to third parties to whom SGS has assigned services.
- 1.3 SGS is authorised to subcontract to third parties.
- 1.4 The written form agreed between the Customer and SGS in accordance with these General Terms and Conditions for the preparation and transmission of documents within the scope of their contractual relationship (e.g. for offers, acceptance, collateral agreements, addenda) shall also be complied with if the transmission is made electronically. In this respect, transmission via the Internet by unencrypted e-mail or other digital means of transmission (e.g. via customer interface, Internet portal, etc.) or by fax is sufficient.
- 1.5 SGS may name the co-operation with the Customer as a reference. The Customer may object to such use in writing within four (4) weeks of the conclusion of the contractual agreement.
- 1.6 The Client accepts that messages sent via the Internet may be lost, altered or falsified with or without the intervention of third parties, that conventional e-mails are not protected against access by third

parties and that SGS therefore accepts no liability whatsoever for the confidentiality and integrity of that conventional e-mails are not protected against access by third parties and that SGS therefore accepts no liability for the confidentiality and integrity of e-mails that have left the area of responsibility of SGS.

SGS accepts no liability for data security during transmission via the Internet, nor for data security when it is under the control of the Customer. This also includes malware occurring in connection with the electronic transmission of data and possible damage to the Customer resulting from this.

### II SGS SERVICES

- 2.1 SGS shall provide the services in accordance with the rules of technology recognised at the time the order is placed and with the care customary in the industry. The tests shall be carried out exclusively on the basis of the agreed guidelines. The Customer shall bear the risk for the usability of the results, in particular for any use other than that specified in the test result.
- 2.2 When carrying out agreed tests and analyses, SGS shall use the test specimens and materials provided by the Customer as a basis. SGS assumes that the samples provided are authentic and representative with regard to all relevant criteria (e.g. range of functions, quality). SGS is under no obligation to verify this.
- 2.3 The Customer shall be liable for any damage caused by the tester, unless SGS is responsible for causing the damage.
- 2.4 If SGS, with the consent of the Customer, accepts work results of third parties as a basis or component of its performance, it may base its further performance on these results without reviewing them, unless the Customer expressly instructs SGS in writing to review these accepted work results as well.
- 2.5 SGS shall provide the services incumbent upon it in accordance with the mandatory legal provisions applicable at the place of performance. SGS is otherwise free in the modalities of execution.
- 2.6 Partial services are permissible insofar as they are reasonable for the customer.

- 2.7 In the event of a culpable breach of consulting or other service obligations, SGS shall initially be entitled to rectify the defect free of charge, unless the rectification is unreasonable for the Customer.
- 2.8 A reversal of the burden of proof is not associated with the above provisions.
- 2.9 The signed investigation report (manually or electronically signed) is the only legally binding document (see following section).
- 2.10 SGS shall make the test report available in digital and/or paper form in consultation with the Customer.

In the absence of a corresponding agreement, SGS shall be free to provide the Customer with the test report either in digital or paper form at its own discretion.

The investigation report submitted in paper form is an original. If the investigation report is submitted in digital form, it shall also be considered an original within the meaning of Art. 3 and 17b UCP 600/ERA 600 (Uniform Customs and Practice for Documentary Credits, ICC version 2007). If the test report is transmitted digitally, SGS does not assume any responsibility that the digital form is sufficient for the Client's purposes. If the investigation report is submitted to the Client in digital form, it will be in a digitally signed PDF format. The Customer can authenticate the investigation report in the document itself. If the investigation report is generated via SGSONSITE and made available to the client, authentication can be carried out via SGSONSITE.

The digital examination report is transmitted via the Internet by unencrypted e-mail or other digital transmission options (e.g. via customer interface, Internet portal, etc.).

### III. PRICES AND TERMS OF PAYMENT

- 3.1 Services shall be invoiced according to the SGS price list valid at the time the service is rendered. Payment shall be due within 14 days of the invoice date without deduction to an account specified in the respective invoice. Other forms of fulfilment shall only be granted if they have been agreed in writing. Payment by cheque is excluded. All prices are subject to the applicable statutory value added tax.
- 3.2 The customer shall reimburse incidental costs, e.g. for telephone and costs for necessary travel and any necessary overnight stays away from home.
- 3.3 Payment shall also be made if the customer does not use pre-reserved test dates (e.g. test facilities) during the period in which they are available to him in accordance with the contract and a timely cancellation has not been made. In the case of an occupancy period of more than 5 working days, the written cancellation must be made at least 4 weeks before the start of the occupancy period. In the case of an occupancy period of a maximum of 5 working days, a cancellation period of 2 weeks applies.
- 3.4 SGS is entitled and obliged to adjust the prices at its reasonable discretion in accordance with Section 315 BGB (entitled to increase and obliged to reduce). The reason for such a price adjustment is exclusively a change in the costs which are decisive for the price calculation, in particular costs for energy (e.g. electricity, gas, fuels), labour and material costs, costs for advance services necessary for the provision of services. SGS continuously monitors the corresponding development of these costs. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any declining costs in other areas. When exercising its reasonable discretion, SGS shall select the respective points in time of a price adjustment in such a way that cost reductions are not taken into account according to more unfavourable standards for the Customer than cost increases, i.e. cost reductions are effective at least to the same extent as cost increases. The Customer has the right pursuant to Section 315 (3) BGB to have the ex-

ercise of SGS's reasonable discretion reviewed by a court. A price reduction on the part of SGS is possible at any time, whereas a price increase shall only become effective if SGS notifies the Customer of the price adjustment in text form at least six weeks before the planned effective date. In this case, the Customer shall have the right to terminate the contract without observing a notice period as of the date on which the price adjustment takes effect. SGS shall inform the Customer of this separately in the price adjustment notification. If it becomes apparent during the term of the contract that cost-relevant Customer details have changed / will change or that the actual circumstances at the Customer do not correspond with the details previously communicated to SGS, SGS may adjust the prices to the relevant changed circumstances at any time.

- 3.5 The customer may only offset claims that are undisputed or have been legally established.
- 3.6 In the event of breaches of duty by the Customer, in particular in the event of default in payment, SGS shall be entitled to withdraw from the contract and to take back the goods after the unsuccessful expiry of a reasonable deadline set for the Customer; the statutory provisions on the dispensability of setting a deadline shall remain unaffected. The Customer is obliged to surrender the work results.

### IV. DEADLINES FOR SERVICES; DEFAULT; FORCE MAJEURE

- 4.1 Performance deadlines are only binding if this has been expressly agreed in writing. Compliance with deadlines for services requires the timely receipt of all test objects, documents, necessary authorisations and approvals to be supplied by the Customer, in particular of plans, as well as compliance with the agreed terms of payment and other obligations, such as obligations to cooperate, by the Customer. If these prerequisites are not fulfilled in time, the deadlines shall be extended appropriately; this shall not apply if SGS is responsible for the delay.
- 4.2 SGS shall not be liable for the impossibility of contractual performance or for delay(s) in performance if these are caused by force majeure or other events not foreseeable/avoidable at the time of

conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials and/or energy, transport delays, strikes, lawful lockouts, shortage of labour, shortage of energy (e.g. gas shortage) or raw materials, difficulties in obtaining necessary official approvals, pandemics (e.g. corona or epidemics, official measures or shortage of raw materials). (e.g. gas shortages) or raw materials, difficulties in obtaining the necessary official authorisations, pandemics (e.g. corona) or epidemics, official measures or the failure to receive deliveries from suppliers, incorrect deliveries or late deliveries despite a congruent hedging transaction concluded by SGS (if possible)) for which SGS is not responsible. SGS shall notify the Customer of this immediately. As soon as the impeding circumstances cease to exist, SGS shall notify the Customer accordingly and resume the performance of the service without delay. If such aforementioned events make the performance of the service significantly more difficult or impossible for SGS and the hindrance is not only of a temporary duration or the duration of the hindrance lasts longer than 3 months, SGS is entitled at its own discretion to withdraw from the contract or to terminate it in whole or in part. If the aforementioned hindrance is of a temporary nature, the deadlines for the performance of the service(s) shall be extended or, in case of doubt, the performance dates shall be postponed by at least the duration of the hindrance plus a reasonable restart period (e.g. after interruption of the gas supply). In the event of cancellation, the Customer shall remunerate the services rendered by SGS up to the termination of the contract on a pro rata basis; otherwise SGS's claim to remuneration shall lapse. The Customer shall not be entitled to any further claims for fulfilment or damages in the event that SGS is prevented from performing in connection with one of the aforementioned events.

- 4.3 If SGS is in default, the Customer may - provided it can credibly demonstrate that it has suffered damage as a result - demand compensation for each completed week of default of 0.5 %, but no more than a total of 5 % of the net price for the part of the services in default.

4.4 Both claims for damages by the Customer due to delay in performance and claims for damages in lieu of performance are excluded in all cases of delayed performance, even after expiry of any deadline set by SGS for performance. This shall not apply in cases of mandatory liability due to intent, gross negligence or injury to life, body or health. The Customer may only withdraw from the contract within the framework of the statutory provisions if the Supplier is responsible for the delay in performance.

A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

4.5 At the request of SGS, the Customer is obliged to declare within a reasonable period of time whether it continues to insist on performance due to the delay in performance and/or which of the claims and rights to which it is entitled it is asserting.

4.6 The customer shall be in default without a reminder. If the customer is an entrepreneur, interest of 9% above the base rate shall be charged from the start of default.

## V. TAX CLAUSE, INTERNATIONAL SERVICES

5.1 This clause shall only apply if either the Customer and/or the subcontractor of SGS has its registered office outside Germany.

5.2 All prices and costs for services provided by SGS or an affiliated company within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) or a subcontractor do not include taxes. This includes, but is not limited to, value added tax or equivalent charges, taxes, in particular import duties, stamp duties, ancillary costs or withholding taxes. They also do not include any related liabilities (collectively "taxes") that are charged to the customer under applicable national law.

5.3 Any payment made by the customer shall be made free and clear of and without withholding or deduction of all taxes. This shall not apply if such withholding or deduction is required by applicable law or applicable double taxation treaties. The Customer shall promptly provide SGS with evidence of such payment and copies

of all documents submitted with each such payment.

5.4 The parties shall use their best endeavours to obtain a refund of the deductions or reimbursement of the respective tax. They shall support each other in their obligations in this respect. Repaid taxes shall be refunded in accordance with the amounts due.

## VI TRANSFER OF RISK

Both the delivery and the collection of test objects shall be carried out by the Customer at its own expense and risk. The Customer must pack them properly and in compliance with any instructions issued by SGS and observe the statutory transport regulations and, if applicable, the dangerous goods regulations. SGS may at any time demand that the Customer takes back the Test Objects provided to it at its own risk and expense. This also applies after the test objects have been processed by SGS.

## VII OBLIGATIONS OF THE CUSTOMER TO CO-OPERATE

7.1 The Customer shall provide SGS with reasonable support in the provision of services. In particular, the Customer shall grant SGS access to its facilities and to all necessary information to the extent required for on-site measurements, provide qualified personnel and other necessary resources and infrastructure, inform SGS immediately of all circumstances relating to the fulfilment of the contract by SGS (in particular by providing valid DIN safety data sheets and/or answering the questionnaires provided by SGS) and name an authorised contact person who can be contacted during normal business hours. questionnaires provided by SGS) and name an authorised contact person who can be reached during normal business hours.

7.2 The customer must accept work performances without delay. In principle, only the final results owed are subject to acceptance. SGS may demand interim acceptance of interim and partial services, provided that these are the basis for the further provision of services. The provisions of this Article VII shall apply accordingly to interim or partial acceptances.

7.3 The Customer shall inform SGS in writing within 14 working days of receipt of the work services whether these are recognised as

being in accordance with the contract or shall inform SGS immediately, but at the latest within the aforementioned period, of specific defects with a precise description. If this does not occur, acceptance shall be deemed to have taken place. Acceptance shall also be deemed to have taken place if the service has been put into use - if applicable after completion of an agreed test phase.

7.4 In the event of minor defects, the customer may not refuse acceptance or receipt of services.

## VIII. SECRECY

8.1 The Customer shall treat SGS's know-how and all other business and trade secrets of SGS, including the content of the contractual relationship with the Customer (hereinafter: "Information") confidentially. The Customer shall take all reasonable precautions to protect the Information from unauthorised access, disclosure, copying, disclosure and other unauthorised use. This obligation shall not apply to information which was in the public domain or which the customer can prove became public knowledge after it was handed over to him. Further statutory provisions remain unaffected.

8.2 The Customer is obliged to ensure that employees and third parties who are granted access to the Information assume the same duty of confidentiality towards SGS as the Customer itself. At the request of SGS, the Customer shall arrange for the employees and third parties to sign a separate confidentiality agreement with SGS before granting them access to the Information.

8.3 Should the Customer receive a judicial, official or other official and binding request to disclose the information, the Customer shall notify SGS immediately.

8.4 The obligations set out in this Article VIII shall survive the termination of this Agreement.

## IX. RIGHTS OF USE OF THE CUSTOMER

9.1 Upon payment of the full remuneration, SGS shall grant the Customer the non-exclusive, non-transferable right to use the work results created by SGS within the scope of the fulfilment of the contract and the documentation including software (collectively



"Work Results") provided to the Customer for the contractually agreed use of the services provided by SGS or the use resulting from the purpose of the contract. This also applies insofar as the Work Results are protected or protectable and also includes the secret know-how contained therein.

The customer shall be granted the right to reproduce the work results provided, including software, for internal purposes. Copyright notices and other protective notices may not be removed. The granting of sub-licences requires the prior written consent of SGS.

- 9.2 Test reports, expertises and certificates with associated annexes may only be published in full, stating the date of issue. The dissemination of extracts of these work results is only permitted with the written authorisation of the exhibitor.

#### **X. LIABILITY FOR MATERIAL DEFECTS FOR WORK PERFORMANCES**

SGS shall be liable for material defects as follows:

- 10.1 All services which show a material defect within the limitation period - irrespective of the period of operation - shall, at the discretion of SGS, be repaired, replaced or provided again free of charge, provided that the cause of the defect already existed at the time of the transfer of risk.
- 10.2 Claims for material defects shall lapse after 12 months. This shall not apply insofar as the law prescribes longer periods in accordance with §§ 438 para. 1 no. 2 (buildings and items for buildings), 445b para. 1 (right of recourse) and 634a para. 1 no. 2 (building defects) BGB as well as in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by SGS and in the event of fraudulent concealment of the defect. The statutory provisions on suspension of expiry, suspension or recommencement of the time limits shall remain unaffected.
- 10.3 The Customer shall immediately notify SGS in writing of any material defects.
- 10.4 In the event of notices of defects, the customer may withhold payments to an extent that is in reasonable proportion to the material defects that have occurred. The

Customer may only withhold payments if a notice of defects is asserted, the justification of which is beyond doubt. If the notice of defects is unjustified, SGS shall be entitled to demand compensation from the Customer for the expenses incurred.

- 10.5 SGS must first be given the opportunity to provide subsequent fulfilment within a reasonable period of time.
- 10.6 If the subsequent fulfilment fails, the customer may - without prejudice to any claims for damages in accordance with Article XII - withdraw from the contract or reduce the remuneration.
- 10.7 Claims for defects shall not exist in the event of only insignificant deviation from the agreed quality, only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling, excessive strain, unsuitable operating materials, defective construction work, unsuitable building ground or which arise due to special external influences which are not assumed under the contract, or in the event of non-reproducible software errors. If improper modifications or repair work are carried out by the customer or third parties, no claims for defects shall exist for these and the resulting consequences.
- 10.8 Claims by the customer for the expenses required for the purpose of subsequent performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase because the object of the service has subsequently been moved to a location other than the customer's branch office, unless the relocation corresponds to its intended use.
- 10.9 Notification of defects in accordance with §§ 377, 381 II HGB must be made in writing.
- 10.10 Further claims or claims other than those regulated in this Article X by the customer, irrespective of the legal grounds, against the supplier and its vicarious agents due to a material defect are excluded, unless liability is assumed due to intent or a grossly negligent breach of duty or due to injury to life, limb or health or due to the assumption of a quality

guarantee. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

#### **XI. INDUSTRIAL PROPERTY RIGHTS AND COPYRIGHTS; DEFECTS OF TITLE**

- 11.1 Unless otherwise agreed, SGS is obliged to provide the Services free of industrial property rights and copyrights of third parties (hereinafter referred to as "Property Rights") only in the country of the place of performance. If a third party asserts justified claims against the Customer due to the infringement of Property Rights by services rendered by the Supplier and used in accordance with the contract, SGS shall be liable to the Customer within the period specified in Article X No. 10.2 as follows:
- a) SGS shall, at its discretion and at its expense, either obtain a right of use for the services concerned, modify them in such a way that the property right is not infringed, or replace them. If this is not possible for SGS under reasonable conditions, the Customer shall be entitled to the statutory rights of cancellation or reduction.
- b) The aforementioned obligations of SGS shall only apply if the Customer immediately notifies SGS in writing of the claims asserted by the third party, does not acknowledge an infringement and SGS reserves the right to all defence measures and settlement negotiations. If the Customer ceases to use the service in order to minimise damages or for other important reasons, he is obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- 11.2 Claims by the customer are excluded if the customer is responsible for the infringement of property rights.
- 11.3 Claims of the customer are further excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by the supplier or by the fact that the service is modified by the customer or used together with products not supplied by the supplier.

11.4 In the event of infringements of property rights, the provisions of Article X No. 10.4 and 10.5 shall apply accordingly to the customer's claims regulated in Article X No. 10.1.

11.5 In the event of other defects of title, the provisions of Article X shall apply accordingly.

11.6 Further claims or claims other than those regulated in this article on the part of the Purchaser, irrespective of the legal grounds, against the Supplier and its vicarious agents due to a defect are excluded, unless liability is assumed due to intent or a grossly negligent breach of duty or due to injury to life, limb or health or due to the assumption of a quality guarantee. A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

## XII. LIABILITY OF SGS

12. 1 SGS is neither insurer nor guarantor and declines to accept the associated responsibility. Test reports are prepared on the basis of information, documents and/or samples provided by or on behalf of the customer and are for the exclusive benefit of the customer. The Customer is responsible for drawing the necessary conclusions. Neither the Company nor its officers, employees or subcontractors shall be liable to the Customer or any third party for any action taken or omitted on the basis of such test reports. If the inspections are based on unclear, incorrect, incomplete or misleading information provided by the Customer, the Company shall also not be liable.

12.2 SGS shall not be liable for late, partial or complete non-performance of the Services if this is directly or indirectly caused by events beyond the control of the Company (e.g. breach of the Customer's obligations set out in clause VII of these GTC or in cases of force majeure). The Company shall be liable, limited to the foreseeable damage typical of the contract, for damages arising from a breach of material contractual obligations due to simple negligence; material contractual obligations are those whose fulfilment characterises the contract and on which the Customer may rely. The Company's liability for simple negligence in the

event of a breach of non-essential contractual obligations is excluded.

12. 3 The Company's liability pursuant to the above clause is, however, limited to the damage typically incurred in transactions of the type covered by the contract, regularly to an amount of EUR 300,000.00 per case of damage, cumulatively to an amount of EUR 1,000,000.00 per year. The Company shall only be liable for indirect or consequential damage if and to the extent that such damage is typical for the contract and was foreseeable at the time the contract was concluded.

12.4 The limitations of liability in this Section VII. shall not apply to damage caused by gross negligence or wilful intent or in cases of mandatory statutory liability (in particular under the German Product Liability Act). The same applies to damages resulting from injury to life, limb or health if the Company is responsible for the breach of duty.

12.5 A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

## XIII. PLACE OF JURISDICTION AND APPLICABLE LAW

13.1 All disputes arising from the contractual relationship with reference to these GTC shall be subject to the application and interpretation of the law of the Federal Republic of Germany, excluding the provisions of private international law.

13.2 The exclusive place of jurisdiction for all such disputes shall be the registered office of SGS. SGS may also sue the Customer at its general place of jurisdiction.

## XIV. BINDING NATURE OF THE CONTRACT

The contract shall remain binding even if individual provisions are legally invalid.

the remaining parts of the contract. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the parties.

## XV MISCELLANEOUS

The Customer agrees that SGS may also contact him, in particular to inform him about any new developments and products/services of SGS that may be of interest to him or to obtain feedback on

the performance of the contract and existing products/services of SGS; this consent may be revoked at any time for the future.

**WHEN YOU NEED TO BE SURE**