

General Terms and Conditions for SGS Gottfeld Industrial Services

1. SCOPE OF APPLICATION

- 1.1 SGS Germany GmbH/SGS Gottfeld Industrial Services, Heidenkampsweg 99, 20097 Hamburg, (hereinafter referred to as the "Company") shall act for its clients (hereinafter referred to as the "Customer") exclusively on the basis of these General Terms and Conditions (hereinafter referred to as the "GTC"). They form the basis of every offer, every acceptance and every order confirmation from the Company. When the order is placed, they become part of the contract in their entirety. They also apply to all deliveries and services that the Company provides to the Customer prior to the conclusion of a possible contract, as well as to all future deliveries and services of the Company, even if their inclusion is not expressly agreed again.
- 1.2 These GTC shall only apply to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law from which the Company has received the order (hereinafter: "Customer").
- 1.3 Any deviations or exceptions from these General Terms and Conditions or the Customer's General Terms and Conditions shall only be binding on the Company if the Company has expressly confirmed them in writing in advance; they shall only apply to the specific, confirmed individual order.
- 1.4 Unless the Company receives written instructions to the contrary from the Client prior to the execution of the order, no persons other than the Client itself shall be authorised to issue instructions to the Company, in particular with regard to the scope of the order or the issuing of audit reports or expert opinions (hereinafter: "Investigation Reports"). The Client hereby irrevocably authorises the Company to pass on Investigation Reports to third parties if requested by the Client or if, at the Company's discretion, this arises from the circumstances, commercial usage, custom or practice.
- 1.5 Unless expressly agreed otherwise, the prices in the Company's price list valid at the time of performance shall apply.

2. OFFERS

All offers made by the Company are non-binding in their entirety. The documents belonging to an offer, such as illustrations, drawings, other technical representations and measurements, are only approximate unless they are expressly designated or confirmed as binding.

3. SCOPE OF SERVICES

- 3.1 The company provides its services in accordance with the specified requirements of the customer and the generally recognised rules of technology in compliance with the given safety regulations and the quality standards in accordance with its DAkkS accreditation.
- 3.2 The objects to be inspected and designed in accordance with the inspection requirements shall not be processed or modified by the Company. Unless expressly agreed otherwise in individual cases, any necessary processing or modifications shall be carried out by the Client at its own expense and risk. The Company shall not be liable for any damage to or deterioration of the test object.
- 3.3 If necessary, the control area will be set up together with the customer. Any blocking and labelling of public traffic areas in accordance with road traffic law is the responsibility of the customer.
- 3.4 The Company is authorised to transfer all or part of the services to a subcontractor. The Company may disclose to the subcontractor all information necessary for the fulfilment of the transferred services.
- 3.5 Statements about the audit result are only binding if they are contained in the company's written investigation report. The signed investigation report (manually or electronically signed) is the only legally binding document (see section 3.7 below). The customer is solely responsible for any measures taken by the customer on the basis of the audit results.
- 3.6 The company's investigation reports exclusively reflect the facts ascertained at the time of the audit within the framework of the specific

instructions provided by the client. The company is not obliged to refer to or report on values or facts that lie outside the specific instructions provided by the client.

- 3.7 The company shall make the investigation reports available in digital form or/and in paper form in consultation with the client.

In the absence of a corresponding agreement, the company is free to provide the customer with the investigation 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 transmitted in digital form, it is also to be regarded as an original within the meaning of Art. 3 and 17 b UCP 600/ERA 600 (Uniform Customs and Practice for Documentary Credits, ICC version 2007).

If the investigation report is submitted in digital form, the Company accepts no responsibility for the digital form being sufficient for the Client's purposes.

If the inspection report is sent to the customer in digital form, this is done in a digitally signed PDF format. The client can authenticate the document himself. If the examination report is generated via the SGSonSITE internet portal and made available to the customer, authentication can be carried out via SGSonSITE.

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

The customer accepts that messages sent without encryption 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 the company therefore accepts no liability for the confidentiality and integrity of e-mails that leave its area of responsibility.



Conventional e-mails are not protected against access by third parties and that the Company therefore accepts no liability for the confidentiality and integrity of e-mails that have left its area of responsibility. The Company accepts no liability for data security during transmission via the Internet, nor for data security if the data is under the control of the Customer. This also includes any damage software may cause in connection with the electronic transmission of data and any resulting damage to the customer.

4. CUSTOMER'S DUTY TO CO-OPERATE

- 4.1 The Client shall provide the Company with free and secure access to the test objects and ensure this for the duration of the test. After the service(s) have been performed, the Customer shall be responsible for checking that the premises and objects in/on which the services were performed are in order and, if necessary, for locking them up again. The Client shall procure any necessary access or work authorisations for the Company in good time before the start of the inspection.
- 4.2 If special official safety regulations or other special provisions apply at the place of performance which are of importance for the performance of the audit on site, the Client shall inform the Company of this in good time before the start of the audit. The Client shall also be responsible for ensuring that the specific local area in which the Company carries out the audit complies with the general and, if applicable, special safety regulations.
- 4.3 The Customer is obliged to co-operate insofar as this is necessary for the proper provision of services by the Company. The Customer shall provide the Company with the necessary amount of electricity, water, scaffolding, ladders, steps, cranes, other lifting equipment, etc. at its own expense and shall ensure adequate lighting at the place of performance. Unless otherwise agreed in writing in individual cases, the Customer shall bear sole responsibility for the fulfilment of the obligations arising from the accident prevention regulations for scaffolding and cable trenches (DGUV Regulation 38).
- 4.4 The Customer shall provide suitable lockable rooms for the safe storage of tools and appropriate working and recreation rooms for the

Company's testing personnel, including acceptable sanitary facilities as well as special protective clothing and protective devices, free of charge.

- 4.5 Regular work reports or time-sheets shall be drawn up on the work performed and hours worked by the Company, which shall be certified by the Client or its authorised representative.
- 4.6 If the Customer fails to fulfil one of its obligations to cooperate even after an express written request by the Company setting a reasonable deadline, the Company shall be entitled to suspend the work, terminate the contract and demand reasonable compensation.
- 4.7 If material tests are to be carried out in the Company's workshops, the test parts must be delivered to the Company free of charge and risk and collected there again after testing. Shipments back to the Company after testing shall also be at the expense and risk of the Customer. Transport insurance against transport damage and other risks shall only be taken out at the express request and expense of the Customer. The risk shall pass to the Customer upon handover or despatch to the Customer, but no later than one week after the Company has notified the Customer of completion or readiness for despatch.
- 4.8 If acceptance of the Company's performance has been agreed or is required for other reasons or is requested by the Company, the Customer must accept the performance within a reasonable period set by the Company after completion. Otherwise, the service shall be deemed to have been accepted after expiry of the deadline.
- 4.9 The safeguarding of sensors and semiconductors (IT (EDP) or control electronics) as well as other objects and systems in the vicinity of the test objects that react to ionising radiation is the responsibility of the customer; it is not part of the obligations of the company arising from the Radiation Protection Ordinance (StrlSchV) and the Radiation Protection Act (StrlSchG).

5. DEADLINES AND DELAY IN PERFORMANCE

- 5.1 Information on the duration and completion of the audit service is regularly determined on the basis of a normal course of work and is therefore only approximate, unless the Company has expressly designated the duration of the audit as binding in writing. The start, duration and completion may be postponed due to unforeseeable events and circumstances beyond the Company's control.
- 5.2 The Company shall not be in default for late, partial or complete non-performance of services if this is caused directly or indirectly by events beyond the Company's control (e.g. in the event of a breach of the Customer's obligations to cooperate as set out in Section 4 of these GTC or in cases of force majeure).

The Company shall not be liable for the impossibility of performing the service in accordance with the contract or for delay(s) in performance, insofar as these are caused by force majeure or other events that were not foreseeable and/or avoidable at the time the contract was concluded (e.g. operational disruptions of all kinds, difficulties in procuring materials and/or energy, transport delays, strikes, lawful lockouts, lack of labour, lack of energy (e.g. gas shortages or raw materials, difficulties in obtaining necessary official permits, pandemics (e.g. COVID-19 pandemic or epidemics, official measures)). The Company is not responsible for any disruptions of operations of any kind caused by the Customer (e.g. operational disruptions of any kind, difficulties in obtaining necessary official authorisations, pandemics (e.g. COVID-19 pandemic) or epidemics, official measures or the non-delivery, incorrect or untimely delivery by suppliers despite a congruent hedging transaction concluded by the Company (if possible)). The Company shall notify the Customer of this immediately. As soon as the impending circumstances cease to exist, the Company shall notify the Customer accordingly and resume performance of the service without delay. If such aforementioned events make it significantly more difficult or impossible for the Company to perform the service and the hindrance is not only of a temporary

nature or the duration of the hindrance lasts longer than three (3) months, the Company shall be entitled, at its own discretion, to withdraw from the contract or to terminate it in whole or in part. If the aforementioned impediment 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 impediment plus a reasonable restart period (e.g. after interruption of the gas supply).

In the event of cancellation, the customer shall reimburse the company as follows:

- (i) the expenses incurred by the company due to the cancellation of the execution of the contract and/or
- (ii) a partial amount of the agreed remuneration corresponding to the part of the services actually provided by the company.

Otherwise, SGS's claim for remuneration shall lapse. The Customer shall not be entitled to any further claims for fulfilment or damages in the event of SGS's inability to perform in connection with one of the aforementioned events.

- 5.3 The Company shall only be in default if the Customer sends it a written reminder after the due date. If the Company is in default, the Customer shall be entitled to set the Company a reasonable period of grace. If the Company fails to perform within the grace period, the Customer may withdraw from the contract.
- 5.4 Costs incurred by the Company due to delays for which the Customer is responsible shall be borne by the Customer.
- 5.5 The Customer shall be entitled to demand changes to the services agreed with the Company. If the change to a service affects contractual provisions, e.g. remuneration and/or completion dates, the Customer shall inform the Company of this immediately. The contractual partners shall then immediately agree in writing on the adjustment of the order resulting from the change, taking into account any additional or reduced expenses incurred.

6. RESERVATION OF TITLE

- 6.1 Offer documents, testing services, documentation, films and other data carriers and deliveries shall remain the property of the Company until

full fulfilment of all payment claims of the Company against the Customer arising from the existing business relationship.

- 6.2 In the event of breaches of duty by the Client, in particular default in payment, the Company shall be entitled at any time to repossess the test documents and other deliveries and services or to demand their surrender. The assertion of these rights by the Company shall not be deemed to be a cancellation of the contract, unless this is expressly declared by the Company in writing.
- 6.3 If delivery items covered by the Company's retention of title are inseparably mixed with other items not belonging to the Company, the Company shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other inseparably mixed items. The Customer shall hold the co-ownership for the Company.
- 6.4 The Customer may only resell the audit documents and other goods and services provided to him by the Company in the ordinary course of business and only if he is not in default of payment to the Company. Otherwise, the following shall apply: In the event that the service to the Company has not yet been paid in full at the time of resale to a third party, the Customer hereby assigns to the Company by way of security all claims against the third party arising from the resale (including VAT) in the amount of the payment arrears, irrespective of whether the delivery items are resold without or after processing. At the request of the Company, the Customer must notify the third party of the assignment and provide the Company with all information and documents required for collection. The Company hereby accepts the assignment.
- 6.5 Under no circumstances shall the Customer be authorised to make other dispositions such as transfers by way of security, pledges or similar. In the event of seizure, confiscation or other dispositions by third parties, the Customer must inform the Company immediately and provide it with all information and documents required to safeguard its rights.

7. PRICES, PAYMENTS AND LATE PAYMENTS

- 7.1 The Customer shall pay the Company the agreed prices plus statutory VAT for the deliveries and services. In the absence of a price agreement between the Company and the Customer, the prices to be paid by the Customer shall be determined in accordance with the Company's price lists valid at the time the service is provided, which may be subject to adjustment. Unless otherwise agreed in writing, payment shall be due without deduction within 14 days of the invoice date. Payments shall be made non-cash to the account specified in the invoice. Other forms of fulfilment and discounts are excluded. Payment by cheque is excluded. All prices are exclusive of the applicable statutory value added tax and any travelling and shipping costs. The Company may invoice costs for packaging and transport separately.
 - 7.2 The customer shall be in default without a reminder. From the start of default, the Company shall be entitled to demand statutory default interest (including pursuant to Section 288 BGB) and other damages caused by default from the Customer.
 - 7.3 The customer may only offset or assert a right of retention against claims of the company if the customer's counterclaim is undisputed or has been recognised by declaratory judgement.
 - 7.4 The customer shall bear all costs incurred in connection with the collection of the claim, e.g. collection and legal fees.
 - 7.5 The Company is authorised and obliged to adjust prices at its reasonable discretion in accordance with Section 315 BGB (i.e. authorised to increase and obliged to reduce prices). The reason for such a price adjustment is exclusively a change in the costs that are decisive for the price calculation, in particular costs for energy (e.g. electricity, gas, fuels), labour and material costs as well as costs for advance services required for the provision of services. The company continuously monitors the corresponding cost development.
- Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decreases in costs in other

areas. In exercising its reasonable discretion, the company 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 shall have at least the same price effect as cost increases.

The customer has the right to have the exercise of equitable discretion reviewed by a court in accordance with Section 315 (3) BGB.

A price reduction on the part of the company is possible at any time; however, a price increase only becomes effective if the company notifies the customer of the price adjustment in text form at least six weeks before the planned effective date. In this case, the customer has the right to terminate the contract without observing a cancellation period at the time the price adjustment takes effect. The customer shall be informed of this separately by the company in the price adjustment notification. If it transpires during the term of the contract that cost-relevant customer details have changed and/or will change or that the actual circumstances at the customer's premises do not match the details previously communicated to the Company, the Company may adjust the prices to the relevant changed circumstances at any time. In the event of unforeseen obstacles or additional costs in the provision of the services, the Company shall endeavour to inform the Customer; it shall also be entitled to charge for the necessary additional expenditure. If the Company is partially or completely prevented from performing the services for reasons for which it is not responsible (in particular in the event of a breach of the Customer's obligations as defined in Section 4 of these GTC), the Company may demand the following payments from the Customer:

- (i) the amount of all non-refundable eligible costs incurred by the company and/or
- (ii) the part of the agreed remuneration that corresponds to the part of the services already rendered.

Invoices are usually sent by e-mail as a PDF file from our electronic mailbox (sender: de.billing@sgs.com).

7.6 In the case of orders with a

performance period of more than one month, the Company is authorised to issue partial invoices for the deliveries and services already provided.

7.7 If the Customer fails to comply with the terms of payment, the Company may declare all claims already accrued due and payable immediately and make outstanding deliveries and services dependent on the settlement of the arrears and a corresponding advance payment for the outstanding services.

8. TAX CLAUSE INTERNATIONAL SERVICES

8.1 This clause shall only apply if either the Customer and/or the Company's subcontractor have their registered office outside Germany.

8.2 All prices and costs for services provided by the company or a third party within the meaning of Sections 15 et seq. within the meaning of Sections 15 et seq. AktG or a subcontractor do not include taxes. This includes 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 (hereinafter collectively referred to as "taxes") that are charged to the customer under applicable national law.

8.3 Any payment made by the customer shall be made free and clear of and without withholding or deduction for 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 the Company with evidence of such payment and copies of all documents submitted with each such payment.

8.4 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.

9. DEFECTS AND COMPLAINTS

9.1 The Customer must notify the Company in writing of any defects within the deadlines specified in Section 12 of these GTC. After expiry of the notice period, recognisable defects and the absence of warranted characteristics can no longer be effectively asserted.

9.2 In the event of any notification of defects, the company has the unrestricted right to inspect and examine the complaint. As part of this inspection, any operating reports, logs etc. must be made available to the company on request and relevant information must be provided.

9.3 In the event of a defect, the Company shall be obliged to remedy the defect within a reasonable period of time at its own discretion either by rectifying the defect free of charge or by delivering or providing a new item free of defects (so-called subsequent fulfilment). If subsequent fulfilment is only possible at disproportionate cost, the Company may refuse it.

9.4 If no subsequent fulfilment takes place within a reasonable period set by the customer or if this fails or is unreasonable for the customer, the customer may, at his discretion, withdraw from the relevant contract, reduce the price or, subject to the further legal requirements of Section 281 BGB, demand compensation or, if applicable, reimbursement of futile expenses in accordance with Section 11 of these GTC. If the customer wishes to claim damages in lieu of performance or to remedy the defect itself, the rectification of the defect shall only be deemed to have failed after the second unsuccessful attempt. In the case of minor defects or breaches of duty, the customer shall not be entitled to withdraw from the contract.

9.5 The Company accepts no liability for damage caused by unsuitable or improper use of the Company's deliveries and services, unless the Company is responsible for the damage. Liability for defects is excluded if and to the extent that a defect is due to circumstances for which the Customer or a third party is responsible.

9.6 The Company's liability is governed by Section 11 of these GTC and the provisions set out herein.

10. NO WARRANTY

Any information provided by the Company in brochures, advertising, advertisements, documentation, offers and similar documents are only descriptions and do not constitute a guarantee of the quality of its deliveries and services. Any guarantee requires an express written agreement or express written confirmation by the Company in order to be valid in each individual case. Section 3.1 of these GTC shall remain unaffected.

11. LIABILITY

- 11.1 The company is neither an insurer nor a guarantor and refuses to accept the associated responsibility.
- 11.2 Test reports are prepared on the basis of the information, documents and/or samples provided by or on behalf of the customer and are intended solely for the benefit of the customer. The Customer shall be responsible for drawing the necessary conclusions therefrom. 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.
- 11.3 The Company shall not be liable for late, partial or complete failure to provide services if this is caused directly or indirectly by events beyond the Company's control (e.g. breach of the Customer's obligations set out in Section 4 of these GTC or in cases of force majeure).
- 11.4 Any liability of the Company for any damage arising from or in connection with a nuclear incident within the meaning of Art. 1 lit. a. i. of the Paris Convention on Third Party Liability in the Field of Nuclear Energy is also excluded, irrespective of the legal grounds.
- 11.5 The Company shall be liable, limited to the foreseeable damage typical of the contract, for damages arising from simple negligent breach of material contractual obligations; 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.

11.6 However, the Company's liability pursuant to Section 11.5 above shall be 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.

11.7 The limitations of liability in this Clause 11 shall not apply to damage caused by gross negligence or intent or in cases of mandatory statutory liability (in particular under the Product Liability Act).under the 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. A breach of duty by the Company within the meaning of this clause 11 shall be deemed equivalent to a breach of duty by its legal representative or vicarious agent.

12. DEADLINES

- 12.1 In the event of claims for damages, the Customer must notify the Company in writing within three (3) months of discovering the circumstances giving rise to the damage.
- 12.2 In any case, claims for damages by the parties arising from breaches of duty by the other party shall become time-barred 24 months after the start of the statutory limitation period.

13. SECURITY

The Customer and the Company undertake to keep confidential the business and trade secrets received from the other party within the scope of the respective relationship, not to disclose them to third parties without the prior written consent of the other party and not to use them for their own purposes without authorisation. Information received within the scope of the contractual relationship shall be treated confidentially by the Company unless it is publicly known or accessible, or was already known to the Company or

was disclosed to it by a third party without breach of a confidentiality obligation. Third parties within the meaning of this section are not affiliated companies within the meaning of Sections 15 et seq. AktG or subcontractors.

14. INTELLECTUAL PROPERTY AND GRANTING OF RIGHTS OF USE

- 14.1 The company reserves all rights to the data obtained in the course of the services provided and to the investigation reports produced.
- 14.2 The customer may only use the test reports produced within the scope of the contractual relationship, including all tables, calculations and other details, for the contractually agreed purpose after full payment of the remuneration, cf. section 6 of these GTC. However, the customer is not permitted to change, edit or only partially change the investigation reports. Disclosure of investigation reports to authorities or other public bodies is permitted if and insofar as this is necessary for the contractually agreed purpose or is required by law. Any publication or reproduction - even in part - of the investigation reports, in particular via the Internet or for advertising purposes, as well as any other disclosure to third parties is only permitted with the prior written consent of the Company.
- 14.3 The Company reserves its rights to all test methods and/or procedures and to all devices or equipment which it develops itself or uses generally, unless these have been developed for the Client as part of the provision of the Work Results in accordance with a written agreement.

15. DATA PROTECTION

During the provision of services, the Company and the Customer may mutually gain access to the personal data of the other party. The parties shall only process the personal data for the fulfilment of the contractual obligations under their own responsibility. Any further processing that constitutes a change of purpose is prohibited. The Company and the Customer must (i) process the personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and other legal obligations and (ii) comply with the information obligations of Article 13 et seq. GDPR are fulfilled. For

this purpose, the Company shall provide the Customer with the data protection information for customers available at [Data Protection at SGS | SGS Germany \(sgsgroup.de\) \(https://www.sgsgroup.de/de-de/privacy-at-sgs\)](https://www.sgsgroup.de/de-de/privacy-at-sgs) is available. The Customer undertakes to inform its employees employed by the Company of this and to make the data protection information for customers available to them.

16. CHOICE OF LAW, PLACE OF JURISDICTION, OTHER PROVISIONS

16.1 The written form agreed between the Customer and the Company in accordance with these GTC for the preparation and transmission of documents within the scope of their contractual relationship (including for offers, acceptances, collateral agreements, addenda) shall also be deemed to have been complied with if this is done electronically. In this respect, transmission by telecommunication is sufficient (cf.

Section 127 (2) BGB), i.e. e.g. via the Internet by unencrypted e-mail or other digital transmission options (e.g. via customer interface, Internet portal, etc.) or by fax.

16.2 The legal relationship between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the provisions of international private law.

16.3 The place of jurisdiction for all disputes arising from or in connection with the order shall be Hamburg, unless the contracting parties have expressly agreed otherwise.

16.4 The Company may cite the collaboration 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.

16.5 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.

16.6 Should any provision or part of the agreements between the contracting parties be invalid or unenforceable, the remaining provisions of the agreement shall remain in full force and effect. The contracting parties undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same applies if the agreement contains a loophole.

WHEN YOU NEED TO BE SURE