

General Terms and Conditions for Services of SGS Germany GmbH/SGS Gottfeld Industrial Services

1. SCOPE

1.1 SGS Germany GmbH/SGS Gottfeld Industrial Services, Heidenkampsweg 99, 20097 Hamburg, (hereinafter referred to as the "Company") acts for its clients (hereinafter referred to as the "Client") 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 of the Company. When the order is placed, they become an integral part of the contract with their entire content. They shall also apply both to all deliveries and services provided by the Company to the Client at the stage prior to the conclusion of a possible contract and to all future deliveries and services provided by the Company, even if their inclusion is not expressly agreed again.

1.2 These GTC apply only to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law from which the Company has received the order (hereinafter: "Client").

1.3 Any deviations from or exceptions to these GTC or general terms and conditions of the Client 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 engagement, no persons other than the Client itself shall be entitled to give instructions to the Company, in particular with regard to the scope of the engagement or the award of audit reports or expert reports (hereinafter: "Audit Reports"). The Client hereby irrevocably authorises the Company to subcontract investigation reports to third parties if requested by the Client or if, at the Company's discretion, this results from the circumstances, custom, usage or practice.

1.5 Unless otherwise expressly stipulated, 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 subject to change without notice. The documents belonging to an offer, such as illustrations, drawings, other technical representations and dimensions, 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 Client 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 As a matter of principle, the objects to be audited and designed in accordance with the audit shall neither be edited nor changed by the Company. Any necessary processing or alterations shall be carried out by the Client at its own expense and risk, unless expressly agreed otherwise in individual cases. Any liability of the Company for damage to or deterioration of the test object is excluded.

3.3 If necessary, the control area will be set up together with the Client. Any blocking and marking of public traffic areas in accordance with road traffic law is part of the Client's duties.

3.4 The Company shall be entitled to subcontract all or part of the Services. The Company may disclose to the subcontractor all information necessary for the performance of the delegated services.

3.5 Statements about the audit result are only binding insofar as they are contained in the written audit report of the company. The signed examination report (manually or electronically signed) is the only legally binding document (cf. section 3.7 below). The Client shall be solely responsible for any

measures it takes on the basis of the audit results.

3.6 Investigation reports of the company only reflect the facts ascertained at the time of the audit within the framework of the specific instructions given by the client. The Company is not obliged to point out or report on values or facts that are outside the specific instructions given by the client.

3.7 The Company shall provide the investigation reports in agreement with the Client in digital form or/and in paper form.

In the absence of a corresponding vote, the Company shall be free to provide the investigation report to the Client in either 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 examination report is sent to the client in digital form, this is done in a digitally signed PDF format. The Client can carry out the authentication in the document himself. If the examination report is generated via the SGSonSITE internet portal and made available to the Client, authentication can take place via SGSonSITE.



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The digital inspection report shall be transmitted via the Internet by unencrypted e-mail or other digital means of transmission (e. g. via Client interface le, Internet portal, etc.) or by fax.

The Client 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 whatsoever for the confidentiality and integrity of e-mails that leave its area of responsibility. The Client accepts that messages sent in unencrypted form 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 whatsoever 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 sovereignty of the Client. This also includes any damaging software occurring in connection with the electronic transmission of data and any possible damage to the Client resulting therefrom.

4. DUTIES OF THE CLIENT TO COOPERATE

4.1 The Client shall allow the Company free and secure access to the test objects and ensure this for the duration of the test. The Client shall obtain any necessary access or work permits for the Company in good time before the start of the audit.

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 is also 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 Client shall be obliged to cooperate insofar as this is necessary for the proper provision of services by the Company. The Client shall provide the Company with electricity, water, scaffolding, ladders, steps, cranes, other lifting equipment, etc. to the extent necessary and shall ensure that there is adequate lighting at the place of performance. Unless otherwise agreed in writing in individual cases, the Client shall bear sole responsibility for fulfilling the obligations arising from the accident prevention regulations for scaffolding and cable trenches (DGUV Regulation 38).

4.4 The Client shall provide suitable lockable rooms for the safe storage of tools and adequate working and recreation rooms including acceptable sanitary facilities as well as special protective clothing and protective devices for the Company's testing personnel free of charge.

4.5 Regular work reports or timesheets shall be prepared 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 Client fails to comply with one of his obligations to cooperate even after an express written request by the Company setting a reasonable deadline, the Company shall be entitled to stop the work, terminate the contract and demand reasonable compensation.

4.7 If material tests are to take place in the Company's workshops, the test parts shall be delivered to the Company free of charge and risk and collected there again after testing. Shipment back to the Company after testing shall also be at the expense and risk of the Client. Transport insurance against transport damage and other risks shall only be taken out at the express request and expense of the Client. The risk shall pass to the Client upon handover or dispatch

to the Client, but no later than one week after the Company has notified the Client of completion or readiness for dispatch.

4.8 If acceptance of the Company's performance has been agreed or is required for other reasons or is demanded by the Company, the Client shall accept the performance within a reasonable period set by the Company after completion. Otherwise, the performance 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 equipment in the vicinity of the test objects which react to ionising radiation is the responsibility of the Client; 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 work process 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 of the audit may be postponed due to unforeseeable events and circumstances beyond the Company's control.

5.2 The Company shall not be in default for delayed, partial or complete non-performance of services if this is directly or indirectly caused by events beyond the Company's control (e. g. in the event of a breach of the Client'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 of the 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 permits, pandemics (e.g. COVID 19 pandemic or epidemics, governmental disruptions). (e. g. gas shortage) or raw materials, difficulties in obtaining necessary official permits, pandemics (e. g. COVID 19 pandemic) or epidemics, official measures or the non-delivery, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by the Company (if possible)) for which the Company is not responsible. The Company shall notify the Client of this without delay. As soon as the impeding circumstances cease to exist, the Company shall notify the Client accordingly and resume performance without delay. If such aforementioned events make it substantially more difficult or impossible for the Company to perform the service and the hindrance is not only of a temporary nature or if the duration of the hindrance lasts for more 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 an aforementioned impediment is of temporary duration, 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 termination, the Client shall compensate the Company for the following:

- (i) the expenses incurred by the Company due to the termination 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 to remuneration shall lapse. The Client shall not be entitled to any further claims for performance or damages in the event that SGS is prevented from performing in connection with one of the aforementioned events.

5.3 The Company shall only be in default if the Client sends it a written reminder after the due date. If the

Company is in default, the Client shall be entitled to set it a reasonable period of grace. If the Company fails to perform within the grace period, the Client may withdraw from the contract.

5.4 Costs incurred by the Company due to delays for which the Client is responsible shall be borne by the Client.

5.5 The Client is entitled to demand changes to the services agreed with the Company. If the change in a service affects contractual provisions, e. g. remuneration and/or completion dates, the Client shall notify the Company thereof without delay. The contractual partners shall then immediately agree in writing on the adjustment of the order caused by the change, taking into account any additional or reduced expenses incurred.

6. RESERVATION OF TITLE

6.1 Quotation documents, testing services, documentation, films and other data carriers and deliveries shall remain the property of the Company until all payment claims of the Company against the Client arising from the existing business relationship have been satisfied in full.

6.2 In the event of breaches of duty by the Client, in particular in the event of 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 withdrawal from 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 proportion to the value of the delivery items to the other inseparably mixed items. The Client shall keep the co-ownership for the Company.

6.4 The Client may only resell the audit documents and other deliveries and services made available to it by the Company in the ordinary course of business and only if it is not in default of payment vis-à-vis the Company. In addition, the

following shall apply: In the event that the performance vis-à-vis the Company has not yet been paid in full at the time of resale to a third party, the Client hereby assigns to the Company by way of security all claims against the third party arising from the resale (including value added tax) in the amount of the arrears of payment, irrespective of whether the delivery items are resold without or after processing. At the Company's request, the Client shall 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 is the Client authorised to make other dispositions such as the transfer of ownership by way of security, pledging or similar. In the event of seizure, confiscation or other dispositions by third parties, the Client must inform the Company immediately and provide it with all information and documents required to protect its rights.

7. PRICES, PAYMENTS AND PAYMENT DELAYS

7.1 The Client shall pay the Company the agreed prices for the deliveries and services. In the absence of a price agreement between the Company and the Client, the prices payable by the Client shall be determined in accordance with the Company's price lists (which may be subject to adjustment) in force at the time the services are provided. Unless otherwise agreed in writing, payment shall be due without deduction within 14 days of the date of the invoice. Payments shall be made to the account specified in the invoice without cash. Other methods of fulfilment and discounts shall only be granted if they have been agreed in writing. Payment by cheque is excluded. All prices are exclusive of the applicable statutory value added tax and any travel and shipping costs. The Company may invoice costs for packaging and transport separately.

7.2 The Client shall be in default without a reminder. From the beginning of the default, the Company is entitled to demand statutory default interest (among other things in accordance with §

288 BGB (German Civil Code)) and other default damages from the Client.

7.3 Claims of the Company may only be offset or a right of retention may only be asserted if the counterclaim of the Client is undisputed or has been finally determined by a court of law.

7.4 The Client shall bear all costs incurred in connection with the collection of the claim, e. g. collection fees and lawyers' fees.

7.5 The Company is entitled and obliged to adjust the prices at its reasonable discretion in accordance with § 315 BGB (German Civil Code) (i. e. to increase, entitled and to reduce, obliged). 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), wage and material costs as well as costs for the necessary preliminary services for the provision of the service. 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 compensated by possible decreases in costs in other areas. When exercising its equitable discretion, the Company shall choose the respective points in time of a price adjustment in such a way that cost reductions are not taken into account according to standards that are less favourable for the Client than cost increases, i.e. that cost reductions have at least the same effect on prices as cost increases.

The Client has the right to have the exercise of equitable discretion reviewed by the courts in accordance with Section 315 (3) BGB (German Civil Code).

A price reduction on the part of the Company is possible at any time; a price increase, on the other hand, shall only become effective if the Company notifies the Client of the price adjustment in text form at least six weeks before the planned effective date. In this case, the Client has the right to terminate the contract without notice at the time the price adjustment takes effect. In the price adjustment notification, the Company shall separately inform the Client of this. If it becomes

apparent during the term of the contract that cost-relevant Client details have changed and/or will change or that the actual circumstances at the Client's premises do not correspond to the details previously notified 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 Client; it shall also be entitled to charge for the necessary additional expenditure. If the Company is partially or completely prevented from providing the services for reasons for which it is not responsible (in particular in the event of a breach by the Client of the obligations set out in section 4 of these GTC), the Company may demand the following payments from the Client:

- (i) the amount of all non-recoverable costs incurred by the Company; and/or
- (ii) the part of the agreed remuneration corresponding 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 shall be entitled to issue partial invoices for the deliveries and services already provided.

7.7 If payment terms are not complied with by the Client, the Company may declare all claims already accrued to be due immediately and make outstanding deliveries and services dependent on the settlement of arrears and a corresponding advance payment for the services still outstanding.

8. TAX CLAUSE INTERNATIONAL SERVICES

8.1 This clause shall only apply if either the Client 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 §§ 15 ff. of the German Civil Code. within the meaning of §§ 15 ff. AktG (German Stock Corporation Act) or a subcontractor do not include taxes. This includes, but is not limited to, value added taxes or equivalent duties, taxes, in particular import duties, stamp duties, ancillary costs or withholding taxes. Nor do they include any related liabilities (collectively hereinafter: "Taxes") charged to the Client under applicable national law.

8.3 Any payment made by the Client shall be made free and clear of any withholding or deduction of any taxes. This shall not apply if such withholding or deduction is required by applicable law or applicable double taxation treaties. The Client shall promptly provide the Company with evidence of any 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 deduction amounts or reimbursement of the respective tax. They shall assist each other in their obligations in this regard. Refunded taxes shall be reimbursed in accordance with the amounts due.

9. DEFECTS AND NOTICE OF DEFECTS

9.1 Defects must be notified to the Company by the Client in writing within the time limits set out in clause 12 of these GTC. After expiry of the period for giving notice of defects, recognisable defects and the absence of warranted characteristics can no longer be effectively asserted.

9.2 In the event of any notice of defects, the Company shall have the unrestricted right to inspect and examine the complaint. Within the scope of this inspection, any operating reports, protocols, etc. shall be made available to the Company upon request and any relevant information shall 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, by remedying the defect free of charge or, as a substitute, by delivering or providing a new item free of defects (so-called

subsequent performance). If subsequent performance is only possible at disproportionate cost, the Company may refuse it.

9.4 If subsequent performance does not take place within a reasonable period of time set by the Client or if such subsequent performance fails or is unreasonable for the Client, the Client may, at its option and provided that the statutory requirements are met, withdraw from the relevant contract, reduce the price or, subject to the further statutory requirements of Section 281 of the German Civil Code (§ 281 BGB), claim damages or, if applicable, reimbursement of futile expenses in accordance with Clause 11 of these GTC. If the Client wishes to claim damages in lieu of performance or to remedy the defect himself, the remedy shall only be deemed to have failed after the second unsuccessful attempt. In the event of minor defects or breaches of duty, the Client 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, insofar as the Company is not responsible for the damage. Liability for defects is excluded if and to the extent that a defect is due to circumstances for which the Client or a third party is responsible.

9.6 The liability of the Company shall be governed by Clause 11 of these GTC and the provisions set out herein.

10. NO WARRANTY ASSUMPTION

Any information provided by the Company in brochures, advertisements, announcements, documentation, offers and similar writings are only descriptions and do not contain any guarantee of the quality of its deliveries and services. Any guarantee shall require an express written agreement or an express written confirmation on the part of the Company in order to be effective in each individual case. Section 3.1 of these GTC remains unaffected.

11. LIABILITY

11.1 The Company is neither an insurer nor a guarantor and declines to assume the associated responsibility.

11.2 Investigation reports shall be drawn up on the basis of the

information, documents and/or samples provided by the client or on their behalf and shall serve exclusively for the client's benefit. The Client shall be responsible for drawing the necessary conclusions therefrom. Neither the Company nor any of its officers, employees or subcontractors shall be liable to the Client or any third party for any action taken or not taken on the basis of such inspection reports. Similarly, no liability shall attach if the investigations are based on unclear, incorrect, incomplete or misleading information provided by the Client.

11.3 The Company shall not be liable for delayed, partial or complete non-performance of services if this results directly or indirectly from events beyond the Company's control (e. g. in the event of a breach of the Client's obligations specified in section 4 of these GTC or in cases of force majeure).

11.4 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, any liability of the Company on whatever legal grounds is also excluded.

11.5 The Company shall be liable, subject to limitation to the foreseeable damage typical for the contract, for damage resulting 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 Client may rely. The liability of the Company due to simple negligence in the event of a breach of non-essential contractual obligations is excluded.

11.6 However, the liability pursuant to section 11.5 above is limited to an amount of EUR 1,000,000.00 per case of damage. 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.

foreseeable at the time of the conclusion of the contract.

11.7 The limitations of liability in this clause 11 shall not apply to damages insofar as they are based on gross negligence or intent as well as in cases of mandatory statutory liability (in particular under the Product Liability Act). The same shall apply to damages resulting from injury to life, body or health if the Company is responsible for the breach of duty. The Company's breach of duty within the meaning of this clause 11 is equivalent to that of its legal representative or vicarious agent.

12. DEADLINES

12.1 In the event of claims for damages, the Client shall notify the Company in writing within three (3) months of discovery of 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 respective other party shall become statute-barred after 24 months calculated from the statutory commencement of the limitation period.

13. SECRET

The Client and the Company undertake to keep secret the business and trade secrets received from the other party within the framework of the respective relationship, not to pass them on 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 framework of the contractual relationship shall be treated confidentially by the Company, unless it is publicly known or accessible, or it was already known to the Company, or it was disclosed to it by a third party without breach of a confidentiality obligation. Third parties within the meaning of this clause are not affiliated companies within the meaning of §§ 15 et seq. AktG (German Stock Corporation Act) 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 rendered and to the investigation reports prepared.

14.2 The Client may only use the investigation reports produced within

the framework of the contractual relationship, including all tables, calculations and other details, for the contractually agreed purpose after full payment of the remuneration, cf. clause 6 of these GTC. However, the client is not permitted to change, edit or modify only excerpts of the investigation reports. The disclosure of investigation reports to authorities or other public bodies is permissible if and to the extent that this is required for the contractually stipulated purpose or is prescribed by law. Any publication or reproduction of the investigation reports, including excerpts thereof, in particular via the Internet or for advertising purposes, as well as any other disclosure to third parties shall only be 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 apparatus or equipment developed by it or in general use, unless developed for the Client in the course of providing the Work Results in accordance with a written agreement.

15. DATA PROTECTION

In the course of providing the service, the Company and the Client may mutually gain access to each other's personal data. The parties shall process the personal data only 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 Client shall (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 requirements of Articles 13 et seq. of the GDPR. DS-GVO. For this purpose, the Company shall provide the Client with the Data Protection Information for Clients, which can be accessed at [Data Protection at SGS | SGS Deutschland \(sgsgroup.de\) \(https://www.sgsgroup.de/de-de/privacy-at-sgs\)](https://www.sgsgroup.de/de-de/privacy-at-sgs). The Client undertakes to inform its employees employed by the Company of this and to make the data protection information for Clients available to them.

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

- 16.1 The written form agreed between the Client 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, ancillary agreements, supplements) shall also be complied with if this is done electronically. In this respect, telecommunication is sufficient (cf. section 127 (2) BGB (German Civil Code)), i. e. e. g. via the internet by unencrypted

e-mail or other digital means of transmission (e. g. via Client interface, internet portal, etc.) or by fax.

- 16.2 The legal relations between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the provisions of private international law.
- 16.3 The Company may name the co-operation with the Client as a reference. The Client may object to the use in writing within four (4) weeks after conclusion of the contractual agreement.
- 16.4 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.
- 16.5 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 shall apply if the agreement contains a loophole.

WHEN YOU NEED TO BE SURE

