

GENERAL TERMS AND CONDITIONS

SGS GERMANY GMBH/ SGS GOTTFELD INDUSTRIAL SERVICES

1. SCOPE

- 1.1 SGS Germany GmbH/ SGS Gottfeld Industrial Services (hereinafter referred to as "Contractor") shall act exclusively based on these general terms and conditions for orders for its clients. They form the basis of each tender, each acceptance and each order confirmation of the Contractor. When the order is placed, it becomes an integral part of the contract and its entire content. These terms and conditions also apply for all deliveries and services that the Contractor renders for the client before the conclusion of a possible contract, as well as for all future deliveries and services of the Contractor, even if their inclusion is not expressly agreed.
- 1.2 Any deviations or exceptions from these general terms and conditions for orders or general terms and conditions of business of the client are binding for the Contractor only if the Contractor expressly confirms them beforehand in writing; they apply only to the actual, confirmed, individual order.
- 1.3 Insofar as the Contractor does not obtain contrary written instructions before the execution of the order, no persons other than the client itself is authorised to give the Contractor instructions, especially concerning the scope of the order. The client hereby irrevocably authorises the Contractor to pass on test reports (hereinafter referred to as "Report of Findings") to third parties if released by the client for this purpose or tacitly if pursuant to circumstance, trade customs, common usage or practice at the discretion of the company.
- 1.4 Unless expressly stated otherwise, the price list of the Contractor is valid for service delivery cost.

2. QUOTATIONS

- 2.1 All quotations of the Contractor are provisional in their entirety. Documents belonging to a quotation, such as figures, drawings, technical diagrams and dimensional details are only approximate insofar as they are not expressly designated or confirmed as binding.
- 2.2 The Contractor retains ownership and all proprietary rights to the quotation documents. The client must not provide them to third parties without the express previous permission of the Contractor.

3. SCOPE OF SERVICES

- 3.1 The Contractor renders its services according to the specified requirements of the client and the generally recognised rules and regulations of technology under observance of the existing safety regulations and quality standards according to its DAP (German Accreditation System for Testing) accreditation.
- 3.2 The objects to be tested and designed to be easily tested are in principle neither processed nor modified by the Contractor. Any required processing or modifications are performed by the client at its own expense and risk unless otherwise expressly agreed in individual cases. Liability on the part of the Contractor for damage to or a deterioration of the test object is excluded.
- 3.3 The controlled area is set up by the Contractor together with the client, if pertinent. Any blocking and marking of public traffic areas according to road traffic law are not part of the scope of responsibility of the Contractor.
- 3.4 The Contractor is authorised to commission subcontractors or other vicarious agents with the execution of the order or individ-

ual parts of the order unless this is expressly prohibited by a previous written agreement with the Contractor.

- 3.5 Statements regarding test results are binding only if they are recorded in the written Report of Findings of the Contractor. The signed Report of Findings (manually or electronically signed) is the only legally binding document (see Clause 3.7). Solely the client is responsible for any measures it takes based on the test results.
- 3.6 Reports of Findings of the Contractor only report on the facts determined at the point in time of the testing within the scope of the client's specific instructions. The Contractor is not obliged to indicate or report on values or facts that lie outside of the client's specific instructions.
- 3.7 The Contractor shall provide the Reports of Findings according to the agreement with the client either/or in electronic form or in paper form.

In absence of an agreement, it will be in the Contractor's sole discretion if it will deliver in electronic or paper form.

The Report of Findings in paper form is an original.

If the Report of Findings will be transmitted in electronic form, it will be regarded as an original according to Art.3 and 17 b UCP 600 (Uniform Customs and Practice for Documentary Credits, ICC 2007 Revision).

When transmitted in electronic form, the Contractor assumes no responsibility as to whether the electronic form will suffice the purposes of the client. When transmitted in electronic form, the Report of Findings will be presented in a digitally signed pdf format. The client may check the authentication within the document itself. If generated and provided via SGSonSITE, the authentication may be made via SGSonSITE.

The transfer of the electronic Report of Findings will take place via internet per unencrypted e-mail or via other digital transmission technology (e.g. via client's interface, online portal etc.) or per fax.

When the Report of Findings is transmitted via internet, the client accepts that unencrypted messages may - through or without intervention of third parties – be lost, modified or falsified. Conventional e-mails are not protected against any third party's access, and the Contractor therefore assumes no responsibility for the confidentiality and the integrity of e-mails that have left the Contractor's sphere of responsibility.

The Contractor assumes no liability either for data security during the transmission via internet or for data security while in the client's sphere of responsibility. Malware appearing in connection with the electronic transfer of data and resulting possible damage for the client are herewith likewise excluded.

- 3.8 The Contractor is authorised to transfer the rendering of the services entirely or partially to a subcontractor. The Contractor may disclose all information required for the fulfilment of the transferred services to the subcontractor.

4. CONTRACTOR'S DUTY TO COOPERATE

- 4.1 The client must provide the Contractor with free and secure access to the test objects and guarantee this access. The client will provide the Contractor with the required access and work permits in a timely manner before the start of testing.
- 4.2 If special legal safety regulations or other specific provisions important for the performance of testing on site apply at the place of performance, the client will inform the Contractor of this circumstance in a timely manner before the start of testing. The Contractor also takes responsibility for ensuring that the concrete location in which the Contractor performs the testing corresponds with general and, if applicable, specific safety regulations.
- 4.3 The client has a duty to cooperate insofar as required for the proper rendering of services by the Contractor.

At its own expense, the client provides the Contractor with electrical power, water, scaffolding, ladders, platforms, cranes, other lifting gear and similar equipment to the required scope and with sufficient lighting at the place of performance. Insofar as not agreed upon in individual cases, the client has the sole responsibility for the fulfilment of the duties from the accident prevention regulations for scaffolding (VGB 36a) and pipe ditches (VGB 49).

- 4.4 The client provides lockable rooms suitable for the safe storage of the tools and appropriate work and recreation rooms for the testing personnel of the Contractor, including acceptable sanitary facilities and special protective clothing and safety equipment, insofar as not usual in the Contractor's industry, free of cost.
- 4.5 Regular work reports or working hour lists for the work performance and times of the Contractor must be created; these documents must then be attested by the Contractor or its representative.
- 4.6 If the client does not meet its duty to cooperate after an express, written reminder of the Contractor with the setting of an appropriate deadline, the Contractor is authorised to stop work, cancel the contract and demand appropriate compensation.
- 4.7 If materials testing is to be performed in the workshops of the Contractor, the tested parts must be provided to the Contractor free of cost and risk and picked up again from the Contractor after testing. Return shipments to the client after testing also take place at the expense and risk of the client. A transport insurance policy against damage incurred in transit and other risks is concluded only on request and at the expense of the client. The risk is transferred to the client with handover or shipment to the same, but one week at the latest after the Contractor has announced the completion or readiness to send to the client.

- 4.8 If a final acceptance inspection of the Contractor's performance is agreed upon or required for other reasons or if such a final acceptance inspection is demanded by the Contractor, the client must accept the performance after completion within an appropriate time period set by the Contractor. Otherwise, the performance is considered to be accepted when this time period has expired.
- 4.9 The fuse protection of sensors and semi-conductors (EDP or control electronics) and other objects and systems in the environment of the test objects that react to ionising radiation lies in the scope of responsibility of the client; these tasks do not belong to the obligations of the Contractor arising from the X-ray Ordinance (RöV) and Radiation Protection Ordinance (StrlSchV).

5. DEADLINES AND DELAY IN PERFORMANCE

- 5.1 Information regarding the duration and completion of the testing service is determined regularly taking a normal sequence of operations into consideration and thus applies only approximately unless the Contractor has expressly designated the testing duration to be binding in writing. The beginning, duration and completion may be postponed due to unexpected events and circumstances outside the scope of influence of the Contractor.
- 5.2 In case of force majeure, fire, floods, natural catastrophes, war or terrorism, labour dispute measures, inventions of public authorities, obstruction of transport routes and other circumstances outside the scope of influence of the Contractor, such as malfunctions and difficulties in the procurement of material and equipment, the Contractor is authorised to postpone the test completion deadline for the duration of the obstruction and an appropriate restarting phase or to terminate the contract completely or partially. A termination declared in this context does not entitle the client to compensation for claims.
- 5.3 The Contractor does not enter into default until the client sends a

written reminder after the due date has passed. If the Contractor is in default, the client is entitled to set an appropriate grace period. If the Contractor does not render the service within the grace period, the client may terminate the contract.

- 5.4 The client bears any costs incurred to the Contractor due to delays caused by the client.
- 5.5 SGS is entitled to demand revisions in the services agreed with the Contractor. If the revision of a service affects contractual regulations, such as remuneration and/or completion deadlines, the client must inform the Contractor immediately. The contracting partners will then immediately agree on the adaptation of the purchase order caused by the revision in writing under consideration of any extra or reduced expenses that result.

6. RESERVATION OF TITLE

- 6.1 Testing services, documentation, films and other data media and deliveries remain the property of the Contractor until the complete fulfilment of all payment claims of the Contractor towards the client from the existing business connection.
- 6.2 In case of a breach of duty of the client, especially default of payment, the Contractor is entitled at any time to repossess the inspection and test documents and other deliveries and services or demand their return. The enforcement of these rights by the Contractor is not considered a termination of the contract unless otherwise expressly declared in writing.
- 6.3 If the delivered goods included in the retention of title of the Contractor are inseparably mixed with other items that do not belong to the Contractor, the Contractor acquires the co-ownership of the new item to the ratio of the value of the delivered goods to the other inseparably mixed items. The client holds the co-owned items in reservation for the Contractor.
- 6.4 The client may resell the inspection and test documents and other deliveries and services provided by the Contractor only within the scope of ordinary business and only if the client is not in default of payment towards the Contractor.
- Otherwise, the following applies: In case the Contractor has not yet been completely paid for the performance at the point in time of resale to a third party, the client cedes all claims against the third party from the resale (including value-added tax) to the Contractor to the amount of the default of payment as security to the accepting Contractor and namely regardless of whether the delivered goods are resold before or after processing. Upon demand of the Contractor, the client must announce the cessation to the third party; provide the Contractor with all required information regarding collection and hand over any documents.
- 6.5 The client is under no circumstances entitled to make other arrangements, such as security transfers, pawning, or similar methods. In case of seizures of confiscations or other decrees issued by third parties, the client must inform the Contractor immediately and provide the Contractor with all information and documents required for protecting its rights.
- ## 7. PRICES, PAYMENTS AND DEFAULT OF PAYMENT
- 7.1 For the deliveries and services, the client pays the Contractor the agreed prices. If the contracting partners have not expressly agreed on prices, settlement takes place based on the Contractor's product and price list applicable at the point in time of the rendering of the service and/or delivery. The product and price list can be appropriately modified at the Contractor's own discretion at any time, with effect for the future.
- 7.2 All prices specified by the Contractor are net and do not include legal value-added tax or any travel and shipping costs.
- 7.3 All payments come due with the receipt of the invoice or other demands for payment. Payments must be made by the agreed payment date at the latest and/or within the agreed term of payment, whereby the point in time of the receipt of payment is decisive. For the start of the term of payment, the respective date of the invoice or demand for payment is decisive. If no explicit payment date is named and no explicit term of payment is determined, the respective invoice is payable within 14 days of the date of the invoice and/or demand for payment without deduction. If the Contractor does not receive the payment within the payment term and/or 14 days after the date of the invoice or demand for payment, the client enters into default without further declaration on the part of the Contractor.
- 7.4 In case of orders with a performance period more than a month, the Contractor is entitled to send partial invoices for the previously rendered deliveries and services.
- 7.5 If the payment conditions are not observed by the client, the Contractor can immediately declare the already existing claims due and make pending deliveries and services dependent on the payment of the past-due payments and a corresponding pre-payment for the pending services.
- 7.6 If the completion of the performance of the Contractor is impossible due to a circumstance for which it is not responsible, it may demand part of the agreed payment for the work performed and compensation for the expenses not included in the remuneration.
- 7.7 The client is entitled to enforce any rights of retention and settlement with counter-claims only if these rights and/or claims have been established to be legally binding or are recognised and not disputed by the Contractor.
- 7.8 For the duration of the default of payment, the client owes the Contractor interest for late payment to the amount of 9 percentage points above the base interest rate according to § 247 BGB (German Civil Code) if the Contractor is an entrepreneur. The enforcement of higher default damages remains unaffected.
- ## 8. TAX CLAUSE FOR INTERNATIONAL RENDERING OF SERVICES
- 8.1 This clause applies only if the headquarters of the Contractor

and/or its subcontractor is located outside of Germany.

- 8.2 All prices and costs for the rendering of services by the Contractor or an affiliated company within the scope of §§15 AktG (German Stock Corporation Act) or a subcontractor do not include tax. This includes value-added tax or similar levies, taxes like custom duties, stamp duties, ancillary costs or withholding tax. They also do not include any related liabilities ("taxes" as a whole) charged to the client according to valid national law.
- 8.3 Any payments made by the client must be free from and without retention or deduction of all taxes. This does not apply if such a retention or deduction is demanded based on applicable law and/or double taxation agreements. The client must immediately provide the Contractor with proof of such payments and copies of all documents that must be submitted for such payments.
- 8.4 To the best of their ability, the parties will attempt to repay the deducted amounts or respective tax. They support each other mutually concerning their obligations in this regard. Repaid taxes will be compensated according to the amounts due.

9. LIABILITY FOR DEFECTS AND NOTIFICATION OF DEFECT

- 9.1 Notification of recognisable defects and the lack of any guaranteed properties must be provided in writing to the Contractor immediately or within a term of limitation of 14 days after the receipt of the delivery or service at the latest, in particular the test report, acceptance certificate, or similar service. When the notification period has expired, recognisable defects and the lack of guaranteed properties can no longer be effectively enforced.
- 9.2 For each notification of defect, the Contractor is entitled to the unlimited right to view and inspect the complaint. Within the scope of this inspection, any operational reports, logs and so on must be provided upon request, as well as any useful information.
- 9.3 In case of a defect, the Contractor undertakes to remedy the defect

free of cost or to replace the delivery or service (subsequent-performance) with a new, defect-free delivery or service at its own discretion. If the subsequent-performance is possible only with unreasonable costs, the Contractor may refuse.

- 9.4 If no post-fulfilment takes place within a period set by the client and/or this post-fulfilment fails or is unacceptable to the client, the client may – at its own discretion if the legal requirements are met – terminate the respective contract, reduce the price or demand compensation of damages under the additional legal requirements of § 281 BGB or, if applicable, demand compensation for fruitless expenditures according to the standards of Section 10 below. If the client wants compensation for damages instead of the service or if it wishes to remedy the defect itself, the improvement is not considered to have failed until a second attempt is met with failure. In case of minor defects or violations of obligations, the client is not entitled to a right to withdraw from the contract.
- 9.5 The Contractor does not accept any liability for damages arising from the unsuitable or improper use of the delivery and services of the Contractor insofar as the Contractor is not responsible for the damage. A liability for defects is excluded insofar as a defect is based on circumstances for which the client or a third party is responsible.
- 9.6 Claims for defects against the Contractor come under the statute of limitations one year after the receipt of the respective delivery or service. In the cases listed in Section 11.2 below, the statutory limitation period applies.

10. NO ACCEPTANCE GUARANTEE

Any information provided by the Contractor in brochures, advertising, documentation, quotations and similar documents solely represents descriptions and not a guarantee of the properties of the Contractor's deliveries and services. For its effective-

ness, each guarantee requires an explicit written agreement or confirmation from the Contractor Section 3.1 remains unaffected.

11. LIMITATION OF LIABILITY

- 11.1 The Contractor is fundamentally liable only for intent and gross negligence according and subject to the following provisions. A claim to the compensation of damages instead of or in addition to fruitless expenditures, regardless of the legal grounds (e.g., in case of non-fulfilment, defective fulfilment, impossibility, violation of obligations before or during the conclusion of the contract, impermissible actions, etc.) is limited as follows:
- (i) The Contractor is liable for any case of damage limited only to the typical damage predictable at the conclusion of the contract arising from the culpable violation of duties from the obligation, but only up to the amount of the agreed contractual value for the respective delivery or service at maximum.
 - (ii) The Contractor is not liable for the slightly negligible violation of non-essential duties from the obligation.
 - (iii) Insofar as an insurance policy concluded by the client covers the damage, the Contractor is only liable for the disadvantages arising from the insurance claim (e.g., any deductible).
 - (iv) Liability for damage arising from the object of the delivery or service towards other legal objects of the client (e.g., damage to other property of the client) is completely excluded.
- 11.2 The limitations of liability listed under Section 11.1 do not apply in cases of mandatory legal liability (especially according to the German Produkthaftungsgesetz (Product Liability Act)) or in case of the assumption of a guarantee of characteristics or insofar as the Contractor has deceitfully concealed a defect or in case of culpable injuries to life, body or health.
- 11.3 The Contractor is liable only for direct damages to the object of delivery or service, but not for

accidental or indirect damages, such as loss of use, lost profits or other pure financial damages unless a case as described under Section 11.2 is present or the damage is based on the violation of an essential contractual duty. In case of the violation of an essential contractual duty, liability is also subject to the limitations of Sections 11.1 (i) through (iii) above.

- 11.4 Claims due to the delay of the delivery or service against the Contractor for compensation for damage instead of or in addition to the performance or rendering are limited to 5% of the order value. Any liability due to delays beyond the above is excluded. The above-mentioned limitations do not apply for cases as described under Section 11.2 above.
- 11.5 For any and all damages arising from and in connection with a nuclear event within the scope of Art. 1 (a) (i) of the Paris Convention on Third-Party Liability in the Field of Nuclear Energy, all liability of the Contractor is excluded, regardless of the legal grounds.
- 11.6 The Contractor is not under any circumstances liable for damages caused by third parties. Insofar as the Contractor is liable towards third parties due to special agreements or due to mandatory legal regulations, the liability limitations according to Sections 11.1, 11.3, 11.4 and 11.5 shall apply accordingly.
- 11.7 Insofar as the liability of the Contractor is excluded or limited, the same applies to any personal liability on the part of its representatives, employees and other vicarious agents.

12. CONTRACTUAL INFORMATION AND PROPRIETARY RIGHTS

- 12.1 Within the scope of the performance of the order, the contracting parties have access to the information, including expertise and processing techniques, of the

other contracting party ("Confidential Information"). This information must be handled with confidentiality by the contracting parties, their employees and their other vicarious agents. Information of a contracting party (i) which is already or becomes accessible to the public without the involvement of the contracting party, whether actively or through neglect or (ii) which was in the legal position of the other contracting party before it was revealed and which was not obtained either directly or indirectly from the contracting party providing the information or (iii) which was developed independently of the other contracting party is not considered to be confidential information within the scope of this provision.

- 12.2 The contracting parties are entitled to pass on confidential information to third parties only with the previous written permission of the other contracting partner. The Contractor has the right, however, to use the name of the client for advertising measures or within the scope of information provided to investors and analysts, if pertinent.
- 12.3 Confidential information must be handled as and kept confidential during the execution of the order and for a period of two years after its completion. Confidentiality does not exist, however, in cases where a legal obligation for disclosure exists or where both contracting parties have agreed to an exception.
- 12.4 The Contractor is entitled to include photocopies of documents provided by the client for viewing within the scope of the execution of the order in its own files.
- 12.5 The Contractor expressly retains its proprietary rights to the expert opinions, test results, calculations and similar documents it creates.

13. OTHER GENERAL PROVISIONS

- 13.1 The written form as agreed between the client and the Company according to these terms and conditions for the preparation and communication of documents within the scope of the contractual relationship (i.a. offers, acceptance, side agreement, addendum) is also met in case of electronic data transfer. Transfer via internet per unencrypted email or other digital transmission technology (e.g. client's interface, online portal etc.) or per fax is sufficient.
- 13.2 The legal relationships between the contracting parties are subject only to the law of the Federal Republic of Germany under exclusion of the regulations of international civil law.
- 13.3 The Contractor may name the cooperation with the client as a reference. The client may contradict this use in writing four (4) weeks after the conclusion of the contractual agreement.
- 13.3 The place of jurisdiction for all disputes arising from or in connection with the order is Hamburg, Germany, insofar as the contracting parties do not expressly agree otherwise.
- 13.4 If a provision or part of the agreements between the contracting parties becomes ineffective or unenforceable, the other provisions of the agreement remain in force without limitation. The contracting parties undertake to replace the ineffective or unenforceable provision by an effective or enforceable provision that approximates the economic purpose of the ineffective or unenforceable provision as closely as possible. The same applies to any loopholes in the agreement.