

General Terms and Conditions for Training and further Education Measures

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions ("GTC") apply to all training and further education measures including examination courses (hereinafter also referred to as "seminar" or "seminars") as well as the associated teaching materials and additional modules such as "E-Learning", which are offered by SGS Holding Deutschland B. V. & Co. KG and the affiliated domestic companies within the meaning of Sections 15 et seq. AktG (German Stock Company Act) (each hereinafter referred to as "SGS").
- 1.2 These GTC apply only to companies within the meaning of Sec. 14 BGB (German Civil Code), legal entities under public law and special funds under public law from which SGS has received the order ("Customer").
- 1.3 When placing an order with SGS, these GTC are deemed to be accepted unless the Customer expressly objects to their validity when placing the order. Amendments to the GTC shall also become part of current contracts as of their validity if the Customer does not object within a period of one month after notification of the amendment despite specific reference to his right to object.
- 1.4 General terms and conditions of Customers shall not have any legal effect.

2. REGISTRATION AND ORDER

- 2.1 The registration and/or order by the Customer must be made either in writing by post, by e-mail or online at www.sgs-training.de. to be made. With the registration or order, the Customer declares his binding contractual offer to participate in the seminar and/or to book the ordered seminar. The Customer will receive a written or electronic confirmation of registration from SGS after verification and thus the contract is concluded. Acceptance of the contract is also the execution of the order.
- 2.2 Participant places are always limited; they are allocated in the order of registration.

- 2.3 The Customer is obliged to check the order confirmation for correctness immediately after receipt. Should it deviate from the Customer's order, the Customer is obliged to object to the content of the order confirmation in writing to SGS within 7 days of receipt.

3. PARTICIPATION FEES AND PRICES

- 3.1 All participation fees and prices stated by SGS are net prices plus the applicable value added tax.
- 3.2 The seminar costs include the participation fee, working documents, certificates of participation or examination costs including certificates of participation after successfully passing knowledge tests ("certificate") as well as catering during the seminar.
- 3.3 SGS is, especially in case of combination bookings with a longer contract period, entitled but also obliged to adjust the prices at its reasonable discretion in accordance with § 315 BGB (entitled to increase and obliged to decrease). 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, costs for necessary preliminary services for the performance of the service. SGS continuously monitors the corresponding development of these costs. Increases in one type of cost may only be used for a price increase to the extent that they are not offset by possible decreases in other areas. When exercising its reasonable discretion, SGS will 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 customer than cost increases, i.e. cost reductions will have an effect on the price to at least the same extent as cost increases. The customer has the right according to § 315 para. 3 BGB (German Civil Code) to have the exercise of SGS's equitable discretion reviewed by the courts. A price reduction on the part of SGS is possible at any time, a price increase, on

the other hand, will only become effective if SGS notifies the customer of the price adjustment in text form at least six weeks before the planned effective date. In this case, the customer has the right to terminate the contract without notice at the time the price adjustment takes effect. The customer will be informed of this separately by SGS in the price adjustment notification. If it becomes apparent during the term of the contract that customer information relevant to costs has changed / will change or that the actual circumstances at the customer's premises do not correspond to the information previously communicated to SGS, SGS may adjust the prices to the relevant changed circumstances at any time.

4. HOTEL COSTS

Costs for accommodation and meals outside the seminar period shall be borne by the Customer. Many hotels offer special rates for participants of SGS seminars. However, SGS does not guarantee the availability of hotel rooms.

5. INVOICING

- 5.1 Invoices shall be issued exclusively in electronic form and before the start of the respective event, in the case of combination bookings before the start of the first event.
- 5.2 Unless otherwise specified in the invoice, invoices from SGS are due for non-cash payment to an account specified in the respective invoice without deduction within 14 days of receipt.

6. IMPLEMENTATION AND CANCELLATIONS

- 6.1 Seminars will only be held after the minimum number of participants has been reached. As a rule, the client will be informed four weeks before the planned start of the seminar whether the seminar will take place.
- 6.2 SGS is entitled to cancel a seminar for economic or organisational reasons. SGS also reserves the right to change lecturers and venues as well as to change dates and the programme. The Customer will always be informed in good time of any

changes that occur. Claims of the Customer in connection with measures according to this clause are excluded.

- 6.3 Furthermore, the client has no claim to compensation for a seminar day missed by him or one of his participants.

7. CANCELLATIONS

- 7.1 Cancellations of seminar participation must be made in writing. It shall also be deemed to have been complied with in the case of transmission by electronic data transfer, e.g. by e-mail.
- 7.2 The Customer may cancel his participation in a seminar free of charge, provided that SGS receives the cancellation at least four (4) weeks before the start of a seminar. For cancellations received by SGS between four (4) weeks and two (2) weeks before the start of the seminar, 50% of the participation fee will be charged as a cancellation fee. For cancellations received by SGS later than two (2) weeks before the start of the seminar, the full participation fee will be charged.
- 7.3 The start date of all events of a combination booking shall be the start date of the first event. After expiry of the cancellation period prior to the start of the first event, subsequent events of the combination booking can also no longer be cancelled. A combination booking is the booking of several, independent trainings with claiming of corresponding price discounts.

8. REBOOKINGS

The Customer must notify SGS in writing (fax or e-mail is sufficient) of any rebooking requests. However, rebookings depend on the individual case and are therefore only possible on the basis of goodwill on the part of SGS.

9. GENERAL PROVISIONS FOR THE CONDUCT OF THE SEMINAR

- 9.1 The trainer appointed by SGS has the right to exclude individual participants from the seminar at any time during the implementation of the seminar if they disrupt or obstruct the proper implementation of the seminar or violate the respective applicable health and safety regulations.
- 9.2 In the seminars, the Customer receives comprehensive training documents and, depending on the type of seminar (i.e. pure training or

training with subsequent examination), a certificate of attendance or a certificate.

- 9.3 In the event of an examination, the participant is also obliged to comply with the "SGS Academy Examination Regulations", which are available online at <http://www.sgs-training.de/prüfungsordnung> or can be sent on request.

10. IN-HOUSE TRAINING

In the event of an in-house training being commissioned, i.e. a seminar on premises organised by the client, the following shall additionally apply:

- 10.1 If the Customer wishes to postpone the date for the implementation of an in-house training, this is possible free of charge, provided that SGS receives a corresponding written notification (e-mail is sufficient) no later than two (2) weeks before the originally scheduled start. However, the date can only be postponed once by a maximum of three (3) months. SGS will propose several alternative dates to the Customer, taking into account any implementation period requested by the Customer, of which the Customer must make a binding booking for one date.
- 10.2 Should the Customer nevertheless not book one of the proposed dates, SGS is entitled to charge the full price for the in-house training.
- 10.3 The Customer is obliged to cooperate as follows:
- Indication of the participant(s) with first and last name;
 - Notification of the premises where the in-house training is to take place;
 - Notification of an address and a contact person for sending the training documents;
 - Provide a room that meets applicable health and safety standards and is of a size appropriate to the number of participants;
 - Provision of a beamer and a screen for presentation as well as at least one flipchart;
 - Catering for the trainer appointed by SGS and the participants during the training and breaks (including lunch break);
- 10.4 If the Customer culpably fails to cooperate, SGS may claim the resulting damage as additional expenditure.
- 10.5 The Customer will provide SGS with all relevant health and safety information (including but not limited to

evidence of full insurance cover) requested by SGS prior to the delivery of the In-house Training.

- 10.6 If at any time during the provision of the In-house Training at the Customer's premises, SGS Personnel have reason to believe that the Customer is not complying with relevant health and safety regulations or that the safety of SGS Personnel is in any way compromised, SGS Personnel may terminate participation and SGS will notify the Customer in writing of the reasons for termination. In such a case, SGS will not be liable to the Customer for the refund of any fees paid for the terminated training services.
- 10.7 Travel costs of the trainer used by SGS will be invoiced to the Customer after the in-house training has been carried out and will be based on the actual expenditure. The calculation parameters are listed in the offer.

11. E-LEARNING

In the event that online seminars are commissioned, the following shall apply with priority:

- 11.1 SGS will use all reasonable endeavours to ensure that the Learning Management System ("LMS") is operated reliably and on a 24/7 basis for the duration of the rights to use the Course. However, the Customer acknowledges that no guarantee can be given for the operation and availability via the Internet.
- 11.2 The Customer will notify SGS within 24 hours of detecting a technical fault.
- 11.3 If SGS has to interrupt access to the LMS to carry out maintenance work, SGS will take all measures reasonably necessary to remedy the disruption within 24 hours. If the Service remains unavailable for more than 24 hours, SGS will extend the period of access to the Course for a period equal to the duration of the period of unavailability.
- 11.4 SGS does not guarantee the uninterrupted and error-free operation of the courses.
- 11.5 Only SGS is entitled to remedy a malfunction. The Customer may not attempt to do this himself or commission a third party to do so.
- 11.6 SGS is not responsible for malfunctions due to: any change in the course made by the Customer without the prior written consent of SGS; programs not supplied by SGS; processing not in accordance with the available

documentation or a breach of the agreement by the Customer.

12. COPYRIGHTS

All rights to the documents provided in the seminars, the certificate of participation and, depending on the seminar, certificates or parts thereof issued, remain with SGS or the respective originator. The Customer is entitled to use the certificate of participation or to publish the certificate issued by SGS in its business premises and on its website without any changes. Any other reproduction and publication of the documents is not permitted without the prior written consent of SGS.

Certificates of participation as well as certificates may not be changed by the client.

13. LIABILITY

- 13.1 If a seminar is cancelled due to a low number of participants or for reasons for which SGS is responsible, any participation fees already paid will be refunded. If the Customer has booked several seminars, the refund of a partial cancellation will be made proportionately to the total price. Further claims are excluded.
- 13.2 SGS shall not be liable for delayed, partial or complete non-performance of services if this results directly or indirectly from events beyond the control of SGS (e.g. breach of the Customer's duty to cooperate or in cases of force majeure). Consequently SGS shall not be liable for impossibility of performance of the contract or for delay(s) in performance to the extent caused by force majeure or other events not foreseeable/avoidable at the time of conclusion of the contract (e.g. disruptions of operations of any kind, difficulties in procuring materials and/or energy, transport delays, strikes, lawful lock-outs, shortage of labour, shortage of energy (e.g. gas shortage) or raw materials, difficulties in obtaining necessary official permits, pandemics (e.g. Corona) or epidemics, official measures or the non-delivery, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by SGS (if possible)) for which SGS is not responsible. SGS shall notify the customer thereof without undue delay. As soon as the impeding circumstances cease to exist, SGS shall notify the customer accordingly and resume the performance of the service without undue delay. If such aforementioned events make it substantially more difficult or impossible for SGS to perform the service and

the impediment is not only of a temporary nature or the duration of the impediment exceeds 3 months, SGS is 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 customer shall pay SGS for the services rendered up to the termination of the contract on a pro rata basis; otherwise SGS's claim to remuneration shall lapse. The customer shall not be entitled to any further claims for performance or damages in the event that SGS is prevented from performing in connection with the events referred to above.

- 13.3 SGS is not liable for the loss or theft of items brought to the seminars by the Customer or his employees.
- 13.4 SGS shall be liable, limited to the foreseeable damage typical for the contract, for damages resulting from simple negligent breach of essential contractual obligations. The liability of SGS due to simple negligence in case of breach of non-essential contractual obligations is excluded.
- 13.5 However, SGS's liability under clause 13.4 above shall be limited to an amount of EUR 100,000 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 of conclusion of the contract.
- 13.6 The limitations of liability in this clause 13 do not apply to damages insofar as they are based on gross negligence or intent. The same shall apply to damage 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.

14. DEADLINES

- 14.1 In the event of claims for damages, the Customer shall notify SGS in writing within three months after discovery of the circumstances giving rise to the damage.
- 14.2 In any case, claims for damages by the parties arising from breaches

of duty by the other party shall become time-barred after 24 months, calculated from the statutory commencement of the limitation period.

15. DATA PROTECTION

SGS processes the personal data only for the fulfilment of the contractual obligations under its own responsibility. Any further processing that constitutes a change of purpose shall only be carried out in compliance with the legal requirements of Art. 6 (4) DS-GVO. For this purpose, SGS shall provide the Customer with the data protection information for Customers, which is available at <https://www.ssgsgroup.de/privacy-customers>.

Insofar as a Customer as an entrepreneur registers and places orders for his employees, the Customer undertakes to inform his employees and other data subjects of this and to make the data protection information for Customers available to them.

16. FINAL PROVISIONS

- 16.1 The Customer may only offset claims of SGS or assert a right of retention if the Customer's counterclaim is undisputed or has been legally established.
- 16.2 Deviations from these GTC as well as amendments and supplements to a contract concluded between the Customer and SGS must be in writing in order to be effective. It shall also be deemed to have been complied with in the case of transmission by electronic data transfer (e.g. by fax or e-mail).
- 16.3 Verbal ancillary agreements, subsequent amendments and additions to the registration or order or these GTC shall only become binding if the respective SGS also confirms them in writing.
- 16.4 All disputes arising from contractual relations with reference to these GTC shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the rules of private international law. The exclusive place of jurisdiction for all such disputes is the registered office of SGS. SGS may also sue the Customer at his general place of jurisdiction.
- 16.5 Should individual provisions of the GTC be invalid in whole or in part, the rest of the GTC shall remain valid.

SGS IS THE WORLD'S LEADING TESTING, INSPECTION AND CERTIFICATION COMPANY. AS A JOINT VENTURE OF SGS AND TÜV SAARLAND E. V., SGS-TÜV SAAR ENSURES THE RELIABILITY AND QUALITY OF PROCESSES, PRODUCTS AND TECHNICAL SERVICES.