

# General Purchasing Terms and Conditions of TÜV Rheinland of North America, Inc.

(hereafter referred to as "TRNA")

## 1. General / Scope of Validity.

1.01. The following General Purchasing Terms and Conditions (hereafter referred to as "Terms") apply exclusively to all purchases, products, and services (hereafter collectively referred to as "Services") commissioned by TRNA.

1.02. TRNA does not recognize any terms and conditions of the company being commissioned by TRNA to perform the Services (hereafter referred to as the "Company") or any other Party that contradict these Terms in full or in part, unless TRNA has expressly agreed upon their acceptance in full or in part in writing.

1.03. TRNA and Company are referred to in these Terms each individually as a "Party" and collectively as the "Parties".

1.04. These Terms shall govern all purchases of Services and shall even apply if TRNA unconditionally accepts Services knowing that Company has contradictory terms and conditions.

## 2. Scope of Services.

2.01. Company agrees to provide to TRNA and TRNA agrees to purchase from Company the Services identified in the attached purchase order, work order or any other individual agreement between the Parties (each of which shall be referred to as an "Order").

2.02. The scope of the Services to be performed by Company shall be determined in accordance with the respective Order.

2.03. Company shall be responsible for the supervision, monitoring and inspection of the performance of Services, as well as for organizational integration into TRNA's operating process.

2.04. Company confirms that it has received detailed information on the nature and scope of the Services set forth in the Order and therefore Company shall have no claim for additional compensation as a result of its insufficient knowledge or information.

2.05. TRNA makes no warranties about quantities or number of Services to be purchased. Company shall have no right to indemnification for any loss arising from the difference between actual quantities or number of Services and those purchased in the past.

## 3. Delivery of Services, Packaging and Transportation; Title and Risk of Loss.

3.01. Services shall be delivered on the date and to the place set forth in the Order. If no place is provided for in the Order, delivery shall be made to: TÜV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470.

3.02. In the event that TRNA accepts short shipments or late deliveries, such acceptance shall in no way constitute a waiver of any of TRNA's rights.

3.03. Tangible Services must be properly packed and identified and must reach their destination by the most suitable means of transportation possible without any defects.

3.04. Company shall be liable for damages resulting from insufficient or inappropriate packaging or transportation.

3.05. TRNA shall be entitled to return the packaging material to Company.

3.06. The return of the packaging material shall be at the expense and risk of Company.

3.07. Title shall pass to TRNA upon acceptance of the goods

3.08. Notwithstanding any agreement to pay freight, express or other transportation charges, risk of loss or damages in transit shall be borne by Company.

3.09. When delivering tangible Services to TRNA, Company must state the name of the

requester at TRNA and TRNA's order number on a label attached to the exterior of the packaging. In addition, Company must state the following information (if applicable) on a label attached to the exterior of the packaging:

- Brief description of the product;
- Number of items per box or package;
- Serial number of the product;
- Weight of the box or package;
- Country of origin;
- Delivery or production date;
- Name and address of Company;
- All information required under national or international law.

## 4. Service Period and Delay.

4.01. Services by Company shall take place at the agreed time or within the agreed time frame set forth in the Order.

4.02. If within Company's responsibility Company does not provide the Services before or at the time set forth in the Order, TRNA shall be entitled to contractual penalties in an amount equal to a quarter percent (0.25%) of the Order value for each day of delay. Such contractual penalty shall be limited to five percent (5%) of the Order value for every breach of contract by Company of Section 4.01. The contractual penalty shall be due immediately without any effect on any of TRNA's other legal remedies, including the right to demand performance of the Order or compensation from Company. The contractual penalty shall be offset against any claims for compensation by Company from TRNA.

4.03. As soon as Company knows or does not know in a grossly negligent manner that the delivery date for the Services cannot be met or will be delayed or that the Services will not be performed in accordance with the Order, Company must inform TRNA immediately in writing stating the reason for such delay. Without any waiver of TRNA's rights as a result of this breach of contract, the Parties then shall decide whether and how such breach can be cured to the satisfaction of TRNA.

4.04. Delivery dates set forth in any Order shall be binding upon the Parties. In the event that TRNA permits Company to perform Services hereunder after the specified date, such permission shall in no way constitute a waiver of any of TRNA's rights.

4.05. Notwithstanding the foregoing, Company shall inform TRNA in writing of the precise actual service date at least three (3) business days before the performance of the Services referencing to the respective order number ("Service Notice").

4.06. TRNA shall be entitled to request postponement of any service date within one (1) business day from receipt of a Service Notice. Any postponement by up to forty-eight (48) hours shall remain without any additional payment obligation upon TRNA.

4.07. In the event that TRNA requests postponement of any service date, Company shall assume risk of loss or damage, provide for adequate insurance coverage and segregate such Services in storage for the sole benefit of TRNA at no cost to TRNA.

## 5. Inspections of Services.

5.01. Acceptance of any Services by Company under an Order is prerequisite for TRNA's payment as set forth in Section 9.

5.02. TRNA shall inspect the Services after delivery for obvious or easily discernible defects prior to payment. Such inspections shall in no event constitute acceptance by TRNA or waiver by TRNA of any of its rights or remedies.

5.03. Compliance of the Services with the respective Order shall be determined in accordance with the acceptance criteria set forth in the Order or any other specification provided to Company ("Acceptance Test").

5.04. Acceptance must be declared in writing to confirm the compliance of the Service with an Order. In the event of defects, TRNA shall provide a list of defects during inspection. Any defects that remain or are discovered after acceptance shall be corrected at no additional cost for TRNA in accordance with a schedule to be agreed upon by the Parties.

5.05. TRNA shall accept Services under any Order immediately after the transfer and/or successful completion of an Acceptance Test. Defects that do not or only insignificantly limit proper use, do not provide for TRNA to refuse acceptance. However, Company's obligation to correct such defects remains unaffected. Acceptance before the final correction of any significant defects shall remain at TRNA's sole discretion and in no way be held as a waiver to such corrections by Company.

5.06. If Company cannot correct any defect within reasonable time, TRNA may refuse acceptance in full or in part or revoke any previously given acceptance.

5.07. In the event that TRNA discovers a defect, TRNA shall notify Company of such defect within ten (10) business days:

5.07.1. from delivery, if a defect of such kind is obvious or easily discernible at the time of delivery;

5.07.2. from discovery, if the defect is only discovered at a later time, e.g. when unpacking, when installing, or at the time when the product is used for the first time.

5.08. If notice in accordance with Section 5.03 is given to Company, risk for the defective products shall remain with Company or revert upon its receipt of such notice.

5.09. Claims for defects that have been fraudulently concealed may be made and shall be honored by Company for a period of ten (10) years from the time of acceptance.

5.10. In addition, TRNA or its authorized representative may inspect any work provided by Company or its sub-suppliers in the performance of Services hereunder. Upon request by TRNA, Company must grant TRNA access to the premises where the goods are being produced or stored. It shall be obligated to provide TRNA with support as necessary during this inspection and to provide the necessary documentation and information at its own expense.

## 6. Amendment Procedure.

6.01. If TRNA requests an amendment to an Order ("Amendment"), it must send a written amendment order ("Amendment Order") to Company. Company shall then submit a calculation of the price deviations caused by the Amendment together with any suggestions for modification of the Amendment Order. TRNA may decide at its sole discretion whether the suggested Amendments should be made. The Amendment shall be performed upon written notification from TRNA. If such notice is not given by TRNA, Company shall continue performing the Services as originally agreed.

6.02. Company must not make any Amendments to the Services without TRNA's prior written approval.

## 7. Title to Materials Provided by TRNA.

7.01. All materials, parts, containers and special packaging provided by TRNA shall remain the sole property of TRNA. Processing

or alteration by Company shall be performed on behalf of TRNA.

7.02. In the event that goods owned by TRNA are processed together with any third party items not belonging to TRNA, TRNA shall acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the processing. Company must inform any third party owner of such joint ownership and shall indemnify and hold TRNA harmless for any loss of such joint ownership created hereunder.

7.03. In the event that goods owned by TRNA are indivisibly comingled with other items not belonging to TRNA, TRNA shall acquire joint ownership of the new items in line with the ratio of the value of its item to the other processed items at the time of the mingling. If the mingling takes place in such a manner that Company's or any other third party's items are to be viewed as the main item after mixture, it is agreed that Company shall transfer proportional joint ownership to TRNA; Company shall store the sole or joint property on behalf of TRNA.

#### **8. Cooperation.**

8.01. The Parties shall cooperate in a trusting manner and shall inform each other immediately of deviations from an Order or if there are doubts relating to whether the manner of proceeding is correct.

8.02. If Company realizes that its own information and requirements are, without limitation, defective, incomplete, unclear, or infeasible, it must immediately inform TRNA thereabout and the consequences thereof.

8.03. The contractual partners shall each name a contact person for each other that shall be responsible for the performance of the contractual relationship on behalf of Company and TRNA, respectively.

8.04. A Party changing its contact person for the other Party shall inform the other Party of such change immediately in writing. Such change shall only take effect on the other Party once it has been given such notice of change of contact person.

8.05. The Parties shall agree at regular intervals on progress and hindrances in the performance of the agreement, in order to be able to intervene in directing the performance of the agreement.

8.06. TRNA and Company agree that the use of brands, logos, company symbols or any other symbols relating to the respective other Party is not permitted.

#### **9. Payment and Invoicing.**

9.01. The agreed charge shall be set forth in the respective Order or in an individual agreement concluded between the Parties.

9.02. The charge in accordance with Section 9.01 shall include all additional costs, expenses and outlay by Company, unless any other arrangement is expressly made in an individual agreement. No extra charges of any kind shall be allowed without prior written consent by TRNA.

9.03. If reimbursement for travel and additional costs is agreed upon in an Order, reimbursement shall only be made upon provision of proof of such expenses by submission of sufficient receipts.

9.04. Invoicing must take place within ninety (90) days of completed delivery/service. Any invoice must be prepared in accordance with Section 9.09.

9.05. The Services performed are to be documented by attaching proof of performance to an invoice.

9.06. Unless otherwise agreed by the Parties, payment term is net thirty (30) days from the date of receipt of an invoice.

9.07. Payment shall be made by check, wire transfer or by any other means, at the sole discretion of TRNA.

9.08. If payment by TRNA is made within fourteen (14) calendar days from the receipt of the invoice by TRNA, TRNA shall be granted a discount of two percent (2%) upon the charge set forth in accordance with Section 9.01 and such discount shall be applied to the payment by TRNA.

9.09. Any invoice must meet all legal requirements of the IRS, as well as state the order number and the name of the individual at TRNA who requested the Services.

9.10. TRNA shall have a right to offsetting and retention in accordance with all applicable laws.

#### **10. Warranties and Additional Remedies.**

10.01. Company warrants and represents that the delivered Services will meet the specifications set forth in the respective Order and will comply with any purpose stated by either TRNA or Company.

10.02. The warranty provided under Section 10.01 shall remain in effect for a period of one (1) year from the date of delivery of the Services unless otherwise agreed upon in writing.

10.03. Company warrants and represents that the Services will meet any and all legal requirements and regulations in effect in the United States at the time delivery is made, as well as meet all safety, quality and environmental requirements which are the standard within the industry at the time delivery is made.

10.04. Company warrants and represents that Services will be performed in a timely manner, within the timeframe agreed upon, competently and professionally in accordance with the agreement and shall satisfy the strictest standards of the industry in question that are valid at the time of the service.

10.05. Company is aware that the timely performance of Services at a high level of quality is of utmost importance to TRNA.

10.06. TRNA shall be entitled to any and all legal claims in case of defects in the Services performed by Company. In the event any Services supplied hereunder do not conform to the warranties provided hereunder, then Company shall, at TRNA's sole option, and in addition to any other remedies available to TRNA hereunder, at law or in equity, (i) rectify such non-conformity at Company's sole expense (including any necessary expenses), or (ii) allow full credit for such non-conforming goods (including expenses paid by TRNA).

10.07. Company shall indemnify against and hold TRNA, its employees, agents, its affiliates and customers harmless from any loss, liability, expense or other detriment of any kind to the extent arising out of or in connection with Company's supplying TRNA with defective or non-conforming Services, the performance by Company, its Subcontractors (if approved by TRNA) or their respective employees, of its or their obligations, default of Company and its Subcontractors (if approved by TRNA), to which TRNA may be subjected by reason of any act or omission of Company or any of its Subcontractors (if approved by TRNA), employees, agents, invitees or licensees, except to the extent caused by the gross negligent act or willful act of TRNA.

10.08. The foregoing indemnity includes, but is not limited to, reasonable attorneys' fees

including fees for enforcement or collection of this indemnity. For the purposes of this Section 10, any activities of Company, its Subcontractors (if approved by TRNA), licensees or invitees, or their respective employees, on or about TRNA's premises shall be deemed to be in connection with the supply of materials and Services hereunder, whether or not such activities are actually within the scope of their agency or employment.

10.09. TRNA shall be entitled to request from Company a directly enforceable, unconditional and irrevocable guarantee from a major U.S. bank or a major international bank, approved by TRNA, at the expense of Company, totaling five percent (5%) of the Order value in order to ensure strict adherence to Company's warranty obligations.

10.10. Company warrants and represents that upon request it shall support TRNA with regard to all of TRNA's requirements in connection with the internal auditing of TRNA and in order to adhere to national or international laws without limitation and at no additional cost to TRNA.

10.11. If Company delivers goods for which replacement parts and/or consumable items could be needed, Company guarantees that it is in a position to supply replacement parts and consumable items for these goods for a period of at least five (5) years.

10.12. Company warrants and represents (a) that it is legally authorized to sell, deliver and/or to perform the Services, (b) that any materials are merchantable and fit for the purpose contemplated by TRNA, (c) that any materials are new and conform to all specifications, including performance specifications, required by TRNA or stated by Company, (d) that such materials shall be free from defective materials and workmanship, (e) that the use or sale of the materials shall not infringe any third party patent or other intellectual property right (provided, that Company does not warrant against infringement by reason of the use of the materials in combination with other materials or in the operation of any process, except to the extent such use or operation is under the instruction of Company) (f) Materials shall be produced, sold and delivered in compliance with all applicable local, state and Federal laws, rules, regulations, and (g) that the Services provided shall be performed in a good and workmanlike manner so that such finished Services shall be complete, free from faults and defects and in conformity with the following: (i) all accepted standards and practices customarily provided by an experienced and professional organization rendering the same or similar Services, (ii) any guaranty, specifications or standards provided to Company by TRNA, and (iii) all applicable laws and regulations.

10.13. The foregoing warranties of workmanship shall not apply when the failure is due to ordinary wear and tear, provided that the same shall not be caused, in whole or in part, by the negligence of Company or its personnel or Subcontractors (if approved by TRNA).

#### **11. Intellectual Property Rights.**

11.01. All work results in connection with Services by Company's activity under any Order, also including, but not limited to, further developments and improvements of processes and methods developed by TRNA, shall be the exclusive property of TRNA.

11.02. Company grants TRNA a perpetual, non-exclusive, transferable, free, irrevocable, worldwide right of use.

11.03. If any work results are capable of being protected, Company will assist TRNA in obtaining or maintaining United States and foreign patents, copyrights, trade secret protection or other protection of any and all such work results.

11.04. Company is not entitled to claim any compensation from TRNA for TRNA's right of use. Any such compensation shall have been already settled with the payment agreed upon in the Order for such Services.

11.05. Company warrants and represents that any goods that it delivers are its own original developments or have been legally acquired and that its Services do not breach any intellectual property rights whatsoever or any other third party rights.

11.06. Company shall indemnify and hold TRNA harmless against any third party claims for breach of intellectual property rights, including trademark, patent, and copyrights, and shall also compensate TRNA for any damages that it incurs in the form of damages or expenses, including, but not limited to reasonable attorneys' fees including fees for enforcement or collection of this indemnity.

11.07. If a claim is made in accordance with Section 11.06 or TRNA is justified in assuming that a claim shall be made in the future, Company must ensure at its own expense that either Company or TRNA obtains the rights to continue to use and exploit the Services performed or replace or modify the Services in such a way that there is no longer a breach in place, although the Service replaced or modified in this way must be approved by TRNA.

#### **12. Performance of Services.**

12.01. For Services performed by Company on site on TRNA's premises or (virtually) from another location by any electronic means for TRNA or its customers, the following additional terms and conditions shall apply:

12.02. During the performance of these Services, the employees, contractors, or advisors ("Staff") of Company must meet the requirements of TRNA for any third party staff, and if there exist no such requirements at the time of performance of Service, Staff must meet the general requirements for professional competence and expertise in the sector in question. If the Staff is insufficiently qualified for the performance of the Services, TRNA shall have the right to require the removal of this Staff immediately and Company shall be obligated to replace such Staff immediately.

12.03. Company must provide all materials and equipment, including, but not limited to tools, as are required for performance of the Services.

12.04. TRNA shall be entitled to perform an inspection of the materials and equipment used by Company for the performance of the Services and to determine the identity of the entire Staff employed by Company in the fulfillment of the Services. Company warrants and represents that the entire Staff is in a position to identify itself at any time with identification documents.

12.05. If, when inspecting the materials and equipment used by Company for the performance of the Services, TRNA justifiably rejects these either in part or in full, Company shall be obligated to replace the rejected materials and equipment immediately.

12.06. If Services are performed on TRNA's premises or on the premises of TRNA's customers, Company must familiarize itself in advance with the site and its conditions where Services are to be performed. Company shall bare any costs incurred as result of Company's

failure to properly inspect the site prior to performance of Services.

12.07. TRNA shall be entitled to equip the Staff of Company with the necessary identification required for access for the time it shall spend on TRNA's premises or its customer's premises in accordance with the relevant internal policies in effect at time of such access.

12.08. Company must ensure that its presence and the presence of its Staff on TRNA's premises or its customer's premises impede the uninterrupted working processes of TRNA and of third parties to the smallest extent possible.

12.09. Company and its Staff must familiarize themselves with the content of the regulations and policies for TRNA's premises or those of its customer. This shall also include among other things the regulations and policies on IT security, general conduct, general safety, health, and the environment. Company shall ensure that its Staff adheres to the regulations and policies listed under this Section 12.

12.10. Company shall ensure that TRNA may have the Staff and any subcontractors working on behalf of Company (if approved by of TRNA) sign individual adherence declarations.

12.11. Company shall be solely responsible for the compensation of its Staff, as well as for the withholdings of taxes and social security connected with such employment. Company shall indemnify TRNA at all times with regard to receivables of this kind on the part of third parties as a result of unpaid or insufficient payment of wages, taxes, or other contributions by Company.

12.12. Insofar as is necessary, Company shall ensure that its Staff have valid work and residence permits, as well as all other necessary permits or licenses when they are working on the premises of TRNA or its customers.

#### **13. Storage and Return of Documentation.**

13.01. Company shall be obligated to properly store all business and operational documentation with which it is provided and must ensure that such documentation is not disclosed to any third parties without TRNA's prior written consent. Any such documentation made available to Company must be returned to TRNA immediately upon request; upon termination of the contractual relationship, it must be returned to TRNA immediately without explicit request from TRNA.

13.02. Company shall have no right of retention of documentation as further set forth in Section 13.01.

#### **14. Most Favored Nation Pricing.**

If at any time Company provides any Services comparable to the Services to a third party under similar terms and conditions, except at a lower price, than those in effect under any Order, Company shall promptly offer to provide such Services to TRNA at such lower price and the relevant price in any Order shall be adjusted accordingly.

#### **15. Meet or Release for Materials.**

If at any time TRNA receives from a third party an offer to supply a product of similar nature and quality to any Services under similar terms and conditions except at a lower price than that in an Order, TRNA shall provide Company with a written request for Company to adjust its price to meet such offer, whereupon Company shall notify TRNA within seven (7) days from receipt of such request as to whether Company will meet such lower price. If Company fails to agree to meet such lower price within such period, TRNA may, at its sole discretion, cancel any

outstanding Order and purchase such offered quantity of product from such third party provider at their lower price.

#### **16. Subcontractors.**

The awarding of subcontracts to third parties ("Subcontractors") is not permitted unless expressly agreed otherwise in an individual agreement. Company shall provide a list of the Subcontractors (including appropriate contact information) to be used to perform any Services.

#### **17. Liability.**

17.01. Company, its successors, assigns and legal representatives, shall forever protect, indemnify and hold harmless TRNA, its affiliates, contractors, agents, resupplies, and customers against all claims, suits, judgments, court costs, attorney's fees and other liabilities, demands or losses in any manner arising out of alleged infringement of any patent, copyright or trademark rights because of the possession, use or sale of the Services provided, provided that TRNA shall notify Company as soon as reasonably possible after TRNA receives notice of any such claim. Company shall have the right to be represented in the defense thereof by counsel of its own choice and at its own expense. TRNA, its affiliates, contractors, agents, re-supplier, and customers shall have a free and unrestricted right and license to use Services in any and all ways and under all patents in or under which Company may now or hereafter have an interest.

17.02. Company shall procure commercial general liability insurance covering the Services, and extended to cover: (a) contractual liability assumed by Company under the indemnity provisions of these Terms; (b) if any of the Services are subcontracted, independent contractors liability providing coverage in connection with such portion of the Services which may be subcontracted; (c) broad form property damage liability, (d) severability of interest provision, (e) worker's comp, and (f) personal injury. However, TRNA's claims shall not be limited by the coverage of any of such insurances and procurement of insurance by Company shall not establish release from its own liability.

17.03. Upon request by TRNA, Company or insurance provider shall provide TRNA with a certificate of insurance within ten (10) days evidencing compliance with the above requirements, and such certificate shall name TRNA as an additional insured.

#### **18. Confidentiality.**

18.01. "Confidential information" as used in these Terms shall mean, without limitation, all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by TRNA to Company in paper, electronic or any other form during any Order or any individual agreement between TRNA and Company.

18.02. All Confidential Information that is transmitted or otherwise made available by TRNA to Company:

18.02.1. may only be used by Company for the fulfillment of its contractual obligations to TRNA, unless otherwise agreed upon in writing between the Parties;

18.02.2. may not be duplicated, distributed, published or passed on in any other way by Company;

18.02.3. must be treated in a confidential manner by Company, in the same way that Company also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.

18.03. Company shall only make disclosed information accessible to such Staff who require such access for the performance of Services under any Order. Company shall ensure that these Staff enter into a written agreement with terms not less favorable than the terms in this Section 18 obligating each such Staff to maintain confidentiality.

18.04. The obligation listed in Section 18.02 shall not apply to any confidential information if Company is able to prove that:

18.04.1. Confidential Information was already generally known at the time of publication or became known to the general public without any breach of this agreement; or

18.04.2. Company received Confidential Information from an authorized third party, who was entitled to pass on such Confidential Information to Company; or

18.04.3. Company developed the Confidential Information independently irrespective of transmission from TRNA and has informed TRNA immediately upon receipt from TRNA.

18.05. Confidential Information shall remain the sole property of TRNA.

18.06. Company agrees that it shall, at any time upon request by TRNA, however, at the latest and without a separate request from TRNA after the end of an Order or any individual agreement immediately (i) return all Confidential Information, including all copies of this to TRNA or at TRNA's request (ii) destroy the Confidential Information, including all copies thereof, and confirm its destruction to TRNA in writing.

18.07. This confidentiality obligation shall enter into force after the commissioning of Company by TRNA or upon conclusion of an individual agreement between TRNA and Company.

18.08. Company shall keep strictly secret the Confidential Information for a period of 5 years from the completion or termination of the last Order and shall not make Confidential Information available to any third party and shall not exploit Confidential Information itself.

18.09. The confidentiality obligations in this Section 18 shall not result in any express or implied assignment or granting of authorizations or rights to patents, registered designs, design patents, draft applications, copyrights, templates or trademarks or their utilization by TRNA to Company.

18.10. Company shall be obligated to pay a contractual penalty of USD 100,000.00 for each case of breach of the confidentiality obligations in this Section 19.

18.11. Each individual violation shall be considered a separate breach. The defense of continuation of offence is excluded. In case of ongoing breaches, each week that is begun shall be considered an individual breach.

18.12. The right to make a claim for further compensation for damages is expressly reserved. The contractual penalty, however, shall be offset against any claims for compensation for damages.

#### **19. Data Protection.**

Company must adhere at all times to all data protection regulations and laws applicable in TRNA's, and Company's jurisdiction as well as in the jurisdiction where delivery of the Services shall occur.

#### **20. Right to Termination.**

20.01. Each Party may terminate an Order, in whole or in part, and at each Party's sole discretion, in the event the other Party violates any provision of an Order. If however, termination is due to Company's breach of any condition hereof, including breach of warranty,

or by the Companies delay, except due to consideration beyond the Company's control and without Company's fault or negligence, Company shall not be entitled to any claim of costs, and TRNA shall have against Company all remedies provided herein, by law and in equity.

20.02. TRNA may terminate an Order without notice period if Company (i) terminates or suspends its business; (ii) becomes insolvent, insolvency proceedings are initiated against it, or if corresponding procedural applications were rejected because of a lack of volume to cover the costs.

20.03. Notice of Termination must be given in writing in order to be effective.

#### **21. Export Control.**

Company warrants and represents that the Services comply with all applicable export control laws and regulations of the United States of America, the United Nations, and the European Union.

#### **22. Environment.**

22.01. Company warrants and represents that it has and will comply with all applicable Federal, State and other applicable local statutes, laws, regulations, ordinances or other rules with respect to the transport, delivery, use, storage or generation of any substance or material that is prohibited, controlled or regulated by any governmental authority pursuant to any environmental statute, law, regulation, ordinance or other rule, including, without limitation, pollutants, contaminants, dangerous goods or substances, toxic or hazardous substances or materials, wastes (including solid non-hazardous wastes and subject wastes), petroleum and its derivatives and by-products and other hydrocarbons, all as defined in or pursuant to any such environmental law (referred to herein as "Hazardous Substances") (including the proper completion of any applicable label, form, data sheet or other documentation which may be required). Company shall not generate any Hazardous Substance on TRNA's or TRNA Customer's site without prior written authorization from TRNA. In the event Company generates any Hazardous Substance, Company must notify TRNA of the type and quantity and arrange with TRNA for proper storage or disposal, at Company's sole expense.

22.02. Company shall provide TRNA with all documentation which may be required by any applicable Federal, State, regional or local statute, law, regulation, rule, ordinance or standard and shall label or package all Services sold hereunder as may be required. Company's failure to supply such documentation or to so label or package the Services shall be deemed to constitute Company's warranty, representation, and covenant that each of the Services sold hereunder is exempt from such requirements. Company shall notify TRNA in writing in advance of the delivery or provision of any Services sold hereunder if such Services could reasonably be considered to be or contain Hazardous Substances.

22.03. Additionally, Company shall fully support TRNA in the environmental management inspections that it performs on a regular basis or in other environmental purchasing standards of which it shall be periodically informed by TRNA. In particular, Company shall provide TRNA with certain environmentally relevant information on the products purchased from it upon request on a quarterly basis required by TRNA as part of ISO certifications.

22.04. Company shall send information relating to packaging data and disposal of old equipment to TRNA in a timely manner in accordance with the applicable laws, regulations, ordinances or other rules.

22.05. Company must compensate TRNA for all damages and expenses (including costs for legal proceedings) and for claims by third parties relating to a breach of any applicable environmental statutes, laws, regulations, ordinances or other rules by Company.

22.06. In case of environmental accidents caused by Company or environmental pollution, Company must inform TRNA of this and take appropriate measures for dealing with an accident of this kind or pollution of this kind, and shall also do its best to prevent another similar accident or similar pollution.

#### **23. Compliance.**

23.01. TRNA expects, without limitations, from Company that it shall comply with and adhere to the principles of the UN Global Compact (for further information, see [www.unglobalcompact.org](http://www.unglobalcompact.org)).

23.02. Company states that it is familiar with the UN's ten universally accepted principles in the areas of human rights, labor, environment and anti-corruption and Company expressly agrees with the adherence to and validity of the following basic principles listed in Sections 23.03 to 23.19 within its contractual relationship with TRNA.

23.03. Company shall adhere to all valid laws and regulations in the U.S., including, without limitation, the Fair Labor Standards Act of 1938, as amended, and in the event that Services are not performed within the U.S., Company shall adhere to the valid laws and regulations of the country in which the recipient of the respective Services is located.

23.04. Company shall adhere to the highest known standards, including the applicable specifications for manufacture, pricing, sale, and distribution.

23.05. Company warrants and represents that it shall protect the basic rights of children.

23.06. Company warrants and represents that it will not exploit any child labor. All of Company's employees either have reached the minimum age in accordance with national law at the place of employment or a minimum age of 15, whichever is greater. Any individual below age fifteen (15) and working for Company, must only be employed by Company in accordance with the valid laws and guidelines for these persons. Company warrants and represents that it shall not exploit either forced labor or any other kind of involuntary labor.

23.07. Employees of Company must have the right to end the employment relationship with notice.

23.08. Company warrants and represents that it treats its employees with dignity and respect and does not use corporal punishment, threats of violence, or other forms of physical, sexual, psychological or verbal force against them.

23.09. Company warrants and represents that it does not discriminate against its employees in any way, nor does it tolerate such discrimination. In particular, Company shall not discriminate between its employees by means of its recruitment practices and personnel management on the basis of nationality and origin, religion, age, social or ethnic background, sexual orientation, gender, political views, or disability. This relates to salaries, bonus payments, promotions, disciplinary measures and the termination of employment relationships.

23.10. Company respects the right of employees to enter into associations and/or organizations and to enter into collective negotiations in a peaceful manner in accordance with the applicable law and communicate with Company's management openly about working conditions without reprisals.

23.11. Company shall provide its employees with a safe workplace that complies with all pertinent health and safety laws and regulations. As a minimum, appropriate access to drinking water and sanitary installations, fire safety and sufficient lighting and ventilation must be guaranteed.

23.12. Company accepts that wages make an essential contribution to satisfying the basic needs of employees. Company shall adhere to at least all of the wage and working time laws and work guidelines applicable at the place of performance. This includes laws and guidelines on minimum wages, overtime, maximum working hours, piece rates, and other components of compensation.

23.13. Company shall ensure that its employees receive compensation in addition to their wages for the contractually agreed working hours for their overtime. This compensation shall correspond to the national laws of the production country. If there are no legal regulations on this there, the overtime compensation shall be at least equal to the level for regular working hours there.

23.14. Company shall adhere to all applicable environmental laws, regulations, and guidelines. Where possible, environmentally friendly products or fair trade products shall be offered and treated as equal to products with conventional pricing.

23.15. Company shall refrain from:

23.15.1. Offering or granting money, gifts, trips, or other benefits to employees, brokers, representatives and contractors of TRNA or third parties who have a business relationship with TRNA,

23.15.2. Participating in actions of any kind, which results in the expending of company funds for illegal or immoral purposes, including those of a monetary nature, in order to create advantages for itself;

23.15.3. Offering contractors or their associates monetary or other benefits,

23.15.4. Transferring or using monies from illegal and immoral business transactions or in order to conceal their original source (money laundering) or using money whose origin it is not able to document or whose sources are in doubt.

23.16. Company shall ensure by means of legally compliant measures that its employees and staff members do not cause any damages to TRNA by means of embezzlement, fraud, theft, damage, or destruction.

23.17. Company must disclose conflicts of interest of any kind (as a result of participations or the performance of Services for competitors) in a timely manner.

23.18. Company shall not employ any Subcontractors for the manufacture of its products who do not adhere to the basic principles described in Section 23.03 to 23.17.

23.19. Making false, misleading or manipulative statements in connection with tendering and contract award procedures, as well as in the performance of Services, is a criminal offence that TRNA shall be entitled to report immediately to the authorities.

23.20. If the regulations listed in Sections 23.03 to 23.19 are breached by Company, this shall constitute important grounds for

termination without notice by TRNA in accordance with Section 20.01.

23.21. TRNA shall be entitled to have audits performed, including on Company's premises, in order to ensure that these basic principles are followed. In this process, it is the responsibility of each individual company to guarantee adherence to the principles and rules stated in this Section 23.

23.22. In connection with these audits relating to these requirements, Company shall allow TRNA unlimited access at any time to its business premises and access to all relevant records. TRNA shall be granted access even without prior notice.

#### **24. OSHA and Safety.**

All Services furnished or provided by Company shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all subsequent revisions thereof that are in effect as of the date of delivery made under the respective Order. TRNA may return any Services hereunder for correction or replacement at Company's expense. In the event Company fails to make appropriate correction within a reasonable time, any correction made by TRNA will be at Company's expense. Where no correction is or can be made, Company shall refund all monies received for such goods within thirty (30) days after request is made by TRNA in writing and received by Company. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section 29.0 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately. Additionally, Company shall comply with all applicable local, state and any additional federal safety and health laws in effect as of the date delivery made under the respective Order. Any required safety data sheets for good referenced in an Order shall be promptly forwarded to TRNA's attention.

#### **25. Force Majeure.**

Neither Party shall be liable for any delay or failure to deliver or accept any or all of the Services where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance, or other event beyond such Party's control ("Force Majeure"). Where only a portion of Company's capacity to perform is so impaired, Company shall make a fair allocation of its remaining production among the various customers then under contract for similar Services during the period. If this Order is for Services to be used in the ordinary course of TRNA's business, TRNA may at its sole discretion delete any undelivered Services from this Order or appropriately extend the time for performance of this Order.

#### **26. Jurisdiction, Applicable Law and Arbitration.**

26.01. Any and all disputes or matters arising out of or relating to an Order, including, without limitation, its validity, interpretation, construction, performance, and enforcement, shall be governed by, the internal laws of the State of Connecticut without reference to its principles of conflict of laws.

26.02. UN Convention on Contracts for the International Sale of Goods shall not apply.

26.03. The exclusive place of jurisdiction for all disputes that arise as a result of this contractual relationship between Company and TRNA shall be Connecticut, USA. TRNA may, however, also file a claim against Company at any other court that has jurisdiction over Company.

26.04. Any and all disputes or matters arising out of or relating to an Order may, at the sole discretion of TRNA be submitted for arbitration. It shall also be in the sole discretion of TRNA to select the number of arbitrators and the manner of arbitration, which shall be binding arbitration in accordance with the then current rules and procedures of the American Arbitration Association (AAA) before a panel of three (3) arbitrators selected in accordance with those rules. The arbitrators are to apply Connecticut law, without regard to its choice of law principles. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. Each Party shall submit to any court of competent jurisdiction for the purposes of the enforcement of any award, order or judgment.

#### **27. Notices.**

Any notices addressed to TRNA pursuant to the provisions hereof shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Purchasing Manager, TUV Rheinland of North America, Inc., 12 Commerce Road, Newtown, CT 06470. Notices to Company shall be conclusively determined to have been delivered three (3) business days following the day such notice is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to the address given by Company to TRNA's. Or, if sent via express courier or hand delivery, notice is considered received upon delivery.

#### **28. Miscellaneous.**

28.01. No addition to or modification of any provision of these Terms shall be binding upon any Party unless made in writing and signed by all Parties.

28.02. Addition to or modification of these Terms including this any amendment to this Section 28.02 must be made in writing and signed by all Parties.

28.03. If any term or other provision of these Terms is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other conditions and provisions of these Terms shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by these Terms is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by these Terms be consummated as originally contemplated to the fullest extent possible.

Last Revision: November 18, 2010