

1 Scope

- 1.1 The following terms and conditions apply to agreed services including testing, inspection, consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.2 If there is any conflict between these terms and conditions and the client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, these terms and conditions shall apply. No contractual terms and conditions of the client form part of the contract unless specifically referred to or incorporated in the documents forming the contract with the client.

2 Quotations

- 2.1 Unless otherwise agreed, all quotations submitted by TÜV Rheinland Bangladesh Pvt. Ltd shall be subject to change without notice.

3 Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland Bangladesh Pvt. Ltd or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland Bangladesh Pvt. Ltd.

If the client instructs TÜV Rheinland Bangladesh Pvt. Ltd. without receiving a prior quotation from TÜV Rheinland Bangladesh Pvt. Ltd (quotation), TÜV Rheinland Bangladesh Pvt. Ltd. is in its sole discretion entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.

- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.

4 Scope of services

- 4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland Bangladesh Pvt. Ltd shall be decisive.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 Furthermore, TÜV Rheinland Bangladesh Pvt. Ltd is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organizations, use and application in accordance with regulations, nor of the systems on which the installation is based; in particular, no responsibility shall be assumed for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.
- 4.5 In the case of inspection work, TÜV Rheinland Bangladesh Pvt. Ltd shall not be responsible for the accuracy or checking of the safety programs or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

5 Performance periods/dates

- 5.1 The contractually agreed periods and dates of performance are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be

binding if confirmed as binding by TÜV Rheinland Bangladesh Pvt. Ltd. in writing.

- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland Bangladesh Pvt. Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland Bangladesh Pvt. Ltd.

6 The client's obligation to cooperate

- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland Bangladesh Pvt. Ltd.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed because of late, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland Bangladesh Pvt. Ltd. shall be entitled to charge extra for such additional expense.

7 Working invoices

- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs incurred. If no payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland Bangladesh Pvt. Ltd. price list valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00) converted into Bangladeshi Taka at the prevailing exchange rates, TÜV Rheinland Bangladesh Pvt. Ltd. may demand payments on account or in instalments.
- 7.4 Clients will make advance payment for audit. But for testing and inspection services, both advance payment and payment after service delivery will be applicable based on agreement. For audit, clients can make payment after delivery service. In that case, there should be agreement.

8 Payment terms

- 8.1 All invoice amounts shall be due for payment on receipt of the invoice, subject only to statutory deductions as per applicable tax laws. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland Bangladesh Pvt. Ltd. as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland Bangladesh Pvt. Ltd. shall be entitled to claim default interest at a rate of 18% p.a. At the same time, TÜV Rheinland Bangladesh Pvt. Ltd. deserves the right to claim further damages.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland Bangladesh Pvt. Ltd. shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the contract. TÜV Rheinland Bangladesh Pvt. Ltd also reserves the right to publish the names of defaulting clients in public domain as may be fit and also meet any other requirements as prescribed by accreditation agencies/bodies.

- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, and commencement of insolvency proceedings against the client's

assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.

- 8.6 Objections to the invoices of TÜV Rheinland Bangladesh Pvt. Ltd. shall be submitted in writing within two weeks of receipt of the invoice.

- 8.7 TÜV Rheinland Bangladesh Pvt. Ltd. shall be entitled to demand appropriate advance payments.

- 8.8 TÜV Rheinland Bangladesh Pvt. Ltd shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland Bangladesh Pvt. Ltd shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon expiry of the above period.

- 8.9 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland Bangladesh Pvt. Ltd.

- 8.10 Any audit schedule cancellation prior to the specified days after payment confirmation of the cancellation rules to be followed as stated on the quotation

- 8.11 In case of cancelling an audit schedule, the received payment can be adjusted with next audit fees within 6 months after the audit cancellation.

9 Acceptance

- 9.1 Any part of the work ordered which is complete may be presented by TÜV Rheinland Bangladesh Pvt. Ltd. for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If the client fails to fulfil its acceptance obligation immediately, acceptance shall be deemed to have taken place 04 calendar weeks after performance of the work if TÜV Rheinland Bangladesh Pvt. Ltd. has specifically made the client aware of the deadline upon performance of the service.

10 Impartiality

- 10.1 TÜV Rheinland Bangladesh Pvt. Ltd. is committed to conducting all activities in an impartial, independent and objective manner. All results are based solely on the applicable standards, procedures and evidence obtained during activities.
- 10.2 TÜV Rheinland Bangladesh Pvt. Ltd. ensures that activities outcomes are not influenced by internal or external pressures, commercial interests, financial considerations or relationships that may compromise the integrity of the results
- 10.3 The identification, evaluation and management of any potential conflicts of interest could affect impartiality. Any situation that may present a conflict of interest will be mitigated or eliminated to preserve the credibility and neutrality of activities.
- 10.4 Personnel involved in activities, data evaluation and report preparation act independently and are not involved in activities that could influence their judgement. Staff members are prohibited from engaging in any activity that may compromise impartiality.
- 10.5 Clients are not permitted to influence the results, but clients provided methods, their requested activities instructions and reporting templates may be used without compromising impartiality.
- 10.6 TÜV Rheinland Bangladesh Pvt. Ltd. maintains transparency in all activities procedures and ensures that reported results reflect accurate, reliable and unbiased findings based on the evidence obtained.

11 Confidentiality

11.1 For this agreement, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.

11.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.

11.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:

- a) may only be used by the receiving party for the purpose of performing the purpose of the contract, unless expressly otherwise agreed in writing with the disclosing party.
- b) may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland Bangladesh Pvt. Ltd is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract
- c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is objectively required

11.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the subject matter of this contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause

11.5 Information for which the receiving party can provide proof that:

- a) it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or
- b) it was disclosed to the receiving party by a third party entitled to disclose this information; or
- c) the receiving party already possessed this information prior to disclosure by the disclosing party or
- d) the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this agreement
- e) It is mandated by law or by an order of the Courts to disclose such information

11.6 All confidential information remains the property of the disclosing party. The receiving party hereby agrees to immediately

- a) return all confidential information, including all copies, to the disclosing party, and/or on request by the disclosing party, to
- b) destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so, requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland Bangladesh Pvt. Ltd is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and

certificates to evidence the correctness of its results and for general documentation purposes

11.7 From the start of this contract and for a period of three years after termination or expiry of this contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third party or use it for itself

11 Copyrights

11.1 TÜV Rheinland Bangladesh Pvt. Ltd. shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland Bangladesh Pvt. Ltd.

11.2 The client may only use expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose

11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland Bangladesh Pvt. Ltd

12 Liability of TÜV Rheinland Bangladesh Pvt. Ltd

12.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland (Bangladesh) Pvt. Ltd for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland (Bangladesh) Pvt. Ltd shall be limited to

- a) in the case of contract with a fixed overall fee, an amount equal to the overall fee for the entire contract
- b) in the case of contracts for annually recurring services, an amount equal to the agreed annual fee
- c) in case of contracts expressly can be charged on a time and material basis to a maximum of 2.5 million euro. And
- d) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which damage occurred. The maximum liability of TÜV Rheinland Bangladesh Pvt. Ltd is limited in any event of damage or loss to the contract value 2.5 million euro whichever is lower
- e) Unless prior instruction TRBD will dispose the Tested samples and specimens without further notice after 3 months from the received date of any samples

12.2 TÜV Rheinland Bangladesh Pvt. Ltd. shall not be liable for personnel made available by the client to support TÜV Rheinland Bangladesh Pvt. Ltd in the performance of its services regulated under this contract. The client shall indemnify TÜV Rheinland Bangladesh Pvt. Ltd against any claims made by third parties for all loss that may be caused to or suffered by TÜV Rheinland Bangladesh Pvt. Ltd due to acts of commission and commission by the client

12.3 The limitation periods for claims for damages shall be based on statutory provisions

12.4 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client

13 Termination

13.1 The Agreement may be terminated by the TÜV at any time without liability to the Client by giving a minimum of thirty (30) days' prior written notice to the Client,

- a) the Client fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than fifteen (15) days

after being notified in writing to make such payment
 b) the Client becomes unable to pay its debts as and when they become due
 c) the Client becomes insolvent or enters receivership (for financial or other reasons), or insolvency or bankruptcy proceedings are commenced by or against such Party
 d) the Client suspends or ceases or threatens to suspend or ceases to carry on all or a substantial part of its business that exceeded 30 days of such suspension.

- 13.2 On termination of the Agreement for any reason:
 a) the Client shall immediately pay to the TÜV all of the TÜV's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the TÜV may submit an invoice, which shall be payable immediately on receipt
 b) the Client shall return all of the TÜV's Equipment if any. Until they have been returned or repossessed, the Client shall be solely responsible for their safe keeping.

14 Partial invalidity, written form, place of jurisdiction

14.1 No ancillary agreements to this contract have been concluded

14.2 All amendments and supplements must be in writing to be effective; this also applies to amendments and supplements to the requirement for the written form

14.3 Should one or several of the provisions under this contract be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal terms

14.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Dhaka. This contract is governed by Bangladesh substantive law

14.5 All claims, disputes, differences, etc., arising out of and / or connected with the contract between TÜV Rheinland Bangladesh Pvt. Ltd and the client shall be resolved through arbitration to be conducted under the provisions of the Arbitration and Conciliation Act. The seat of arbitration shall be Dhaka, Bangladesh. The Arbitral Tribunal shall comprise of a Sole Arbitrator to be nominated by the mutual consent of TÜV Rheinland Bangladesh Pvt. Ltd and the client. The arbitration proceedings shall be conducted in the English language only

14.6 Subject to resolution of disputes through arbitration, only the Courts in Dhaka, Bangladesh, shall be exclusive jurisdiction over all matters arising out of and / or connected with the contract between TÜV Rheinland Bangladesh Pvt. Ltd and the client

15 Client's obligation to cooperate TÜV Rheinland Health, Safety and Environment (HSE) process

15.1 The client shall ensure that TÜV Rheinland employees are provided necessary HSE inductions on the site-specific hazards, HSE plans, emergency procedures, additional activities, pre-cautions, PPE usage requirement etc, as applicable.

15.2 Client shall maintain all HSE legal requirement to provide safe workplace for TÜV Rheinland employees while they will be at client's premise.

15.3 The client shall disclose any uncertain/ unexpected situation related to health and safety before client site visit and for any such situation Auditor/inspector can deny performing the job.

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