

## I. General Terms and Conditions of Business of TÜV Rheinland Cert GmbH and LGA InterCert GmbH (hereinafter referred to as “TÜV”)

### 1. Scope

- 1.1 The General Terms and Conditions of TÜV (“GTC”) below shall apply to services agreed between TÜV and the Client, including ancillary services and other secondary obligations performed in the course of executing the order (hereinafter collectively referred to as “services”). The Special Terms and Conditions under Section II shall apply additionally, overriding these GTC.
- 1.2 Clients as defined by these terms and conditions may be both consumers and business operators.
- A consumer is every natural person who enters into a legal transaction with TÜV for purposes that predominantly cannot be attributed to his trade, business or profession. (Section 13 BGB (German Civil Code)).
- A business operator is a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction with TÜV, acts in exercise of his or its trade, business or profession. (Section 14 BGB). As defined by these terms and conditions, legal persons under public law and special funds under public law are also deemed to be business operators.
- If the client is a consumer, the special terms and conditions under Section II, the “Special Terms and Conditions for Consumers”, shall apply additionally, overriding the GTC.
- 1.3 Conflicting or deviating terms of the client shall not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TÜV does not expressly object to them, accepts client payments unconditionally or performs the services unconditionally.
- 1.4 Within the scope of an ongoing business relationship with business operators, these GTC and the Special Terms and Conditions shall also apply to future contracts with these business operators, without TÜV’s having to refer to them separately in each individual case.
- 1.5 Insofar as these GTC or the Special Terms and Conditions refer to “accreditors”, this shall also include certification and approval agencies; the terms “accreditation specifications”, “accreditation requirements” and “accreditation procedures” shall apply accordingly to the specifications and procedures of the certification or approval agencies.
- 1.6 Insofar as there is a written form requirement in these GTC or the Special Terms and Conditions, text form as defined by Section 126b BGB shall be sufficient to comply with written form.
- 1.7 Individual agreements reached with the client in individual cases (including collateral agreements, supplements and amendments) shall in all cases take precedence over these GTC. A written contract or the written confirmation of TÜV shall be decisive for the content of such agreements, in the absence of proof to the contrary.

### 2. Offers and conclusion of contract; term

- 2.1 The contract shall take effect upon the signing of the offer letter of TÜV or of a separate contract document by both parties to the contract or upon TÜV’s performance of the services requested by the client. If the client commissions TÜV without a prior offer from TÜV, the latter shall be entitled in its sole discretion to accept the order through written declaration of acceptance or by providing the commissioned services.
- 2.2 Insofar as a specific contract term has been agreed, this shall hew to that agreed in the offer of TÜV or in the contract. An agreed term shall be extended by the expected term in the offer or the contract, if the contract is not terminated in writing by one of the parties to the contract three (3) months prior to expiry.

### 3. Service provision and scope

- 3.1 The scope and nature of the services to be provided by TÜV shall derive from the service specifications of TÜV agreed in the contract. If no separate specifications of TÜV exist, the latest offer of TÜV shall set the standard for the services to be provided. Changes may only be determined by mutual written agreement of the parties. Unless otherwise agreed, services outside the service specifications (e.g. checking the correctness and functionality of parts, products, processes, systems or organizations not listed in the specifications, as well as the proper application and use of such) shall not be covered. In particular, no responsibility shall be assumed with respect to an inspected part, product, process or system for design, choice of materials, construction or proper use, insofar as this does not constitute an express part of the contract.
- 3.2 TÜV shall be entitled in its own discretion to decide the method of service provision including tests or checks performed unless written agreements have been reached that determine otherwise or mandatory regulations require a specific procedure.
- 3.3 Insofar as mandatory regulations and standards or regulatory requirements of the agreed services change after the contract has been completed, TÜV shall be eligible for additional payment for the additional expense incurred.
- 3.4 Unless contractually agreed, TÜV shall accept no liability in test orders for the correctness of the safety programs or safety regulations underlying tests which have been provided by the client itself or by third parties.
- 3.5 The services specified under the contract are agreed exclusively with the client. Third-party contact with the services of TÜV, as well as the making accessible of and the justification of confidence in the service results shall not form part of the agreed services. This shall also apply pursuant to Clause 10.4 if the client passes services results – in full or in part – on to third parties.
- 3.6 The parties shall not include any third party in the scope of protection of the contract unless the parties have agreed on its inclusion in writing, the name of the third party being expressly stated.

### 4. Service provision deadlines/dates

- 4.1 The service provision deadlines and dates specified in the contract shall be nonbinding unless expressly marked as binding in the contract.
- 4.2 The client may only withdraw from the contract due to delays in service provision according to the statutory provisions insofar as TÜV is responsible for the delay. Any statutory rights of termination (e.g. pursuant to Sections 648 f. BGB) shall remain unaffected. TÜV shall in particular not be responsible for a delay in service provision if the client has not complied, or not complied in due time with his cooperation obligations under Clause 5.1 and in particular has not provided TÜV with all the documentation and information necessary for the service provision mentioned in the contract.
- 4.3 If the service provision of TÜV is delayed through unforeseeable circumstances such as strike, disruptions of operation, regulatory stipulations, transport problems etc., TÜV shall be entitled to defer service provision for a reasonable period, corresponding to at least the duration of the obstruction in addition to any period needed to resume service provision.
- 4.4 If the client is obligated to comply with deadlines that are statutory, officially mandated and/or prescribed by the accreditor, it shall be the responsibility of the client to agree with TÜV service provision dates that allow the client to comply with the statutory and/or official deadlines. TÜV shall assume no responsibility in this respect.

### 5. Cooperation of the client

- 5.1 The client shall perform or make available all necessary cooperative acts and/or provisions, in particular the cooperative acts and/or provisions mentioned in the Special Terms and Conditions in Section II and provide information to enable TÜV to provide the contractual services in compliance with the contract. The client shall be responsible for ensuring that all necessary cooperative acts, provisions and information on his part, of his agents and subcontractors or of other third parties in his sphere are provided in good time and free of charge for TÜV.
- 5.2 All cooperative acts, provisions and information mentioned under Section 5.1 must comply with the applicable legal provisions, standards, safety regulations and accident prevention regulations.
- 5.3 The client shall bear any additional cost incurred by virtue of work having to be repeated or delayed as a consequence of tardy, incorrect or incomplete information or lack of proper cooperation. TÜV shall be entitled, even where a fixed or maximum price has been agreed, to charge extra for this additional cost.

### 6. Prices; invoicing of services

- 6.1 Insofar as TÜV and the client have agreed in the contract to an all-inclusive fixed price, this shall be invoiced. If the scope of service was not conclusively defined in writing when the contract was concluded, invoicing of the services provided by TÜV shall be calculated on the basis of expenditure of time at the fee agreed in the contract.
- If the amount of the fee is not agreed in writing in the contract, invoicing shall be on the basis of the price list of TÜV valid at the time the service was provided, which shall be accordingly made available to the client upon request.
- Unless otherwise agreed, all prices shall apply plus the currently valid sales tax.
- 6.2 Partial acceptances shall be possible. In the case of a partial acceptance, partial remuneration shall become due after each successful acceptance of individual parts of work.
- 6.3 TÜV shall be entitled to demand payments on account for services already provided according to contract to the amount of the value of the services provided by it and required under the contract.
- 6.4 The provisions of Section 632a (1) Clauses 2 to 5 BGB shall apply mutatis mutandis.

### 7. Terms of payment/costs/offsetting

- 7.1 All invoice amounts shall be immediately due for payment without deductions upon invoice receipt. No discounts or rebates shall be granted.
- 7.2 Payments are to be made to TÜV bank account given in the invoice, stating the invoice and client numbers.
- 7.3 In the event of default, TÜV shall be entitled to demand default interest at the statutory rate. TÜV reserves the right to assert a claim in respect of more extensive damages.
- 7.4 If the client is in arrears with settlement of the invoice, TÜV shall be entitled after the expiration of an appropriate grace period to withdraw from the contract with the client and a) to revoke an already issued certificate or seal, to demand back work results, such as test reports, and to declare declarations of conformity invalid b) in the event that the contract is about a continuing obligation or a contract with an agreed term, to terminate it without notice.
- 7.5 Insofar as TÜV becomes aware after the contract has been concluded of circumstances from which an inability to pay or other significant deterioration in the client’s financial position arises or threatens so to do, thus endangering the fulfillment of the contractual obligations, TÜV shall be entitled to refuse to perform the corresponding services to be rendered under the contract. The right to refuse performance shall not be applicable if the client effectuates its contractual liabilities or furnishes security to the amount of the endangered payment claim. If the client within a reasonable period of time provides neither the payments due nor adequate security, TÜV shall be entitled to terminate while maintaining compensation claims.

- 7.6 Complaints respecting the invoices of TÜV must be asserted in writing within 2 weeks of receipt of the invoice. TÜV will refer particularly to this period in its invoices.
- 7.7 TÜV shall be entitled to demand an appropriate advance on costs insofar as this reasonable for the client considering the value of the order and the amount of work to be performed by TÜV.
- 7.8 Claims of TÜV may only be set off with legally established or undisputed claims. This set-off limitation shall not apply insofar as it concerns claims and counterclaims of TÜV and the client based on the same legal relationship. The same shall apply to the assertion of rights of retention by the client.

## 8. Acceptance

- 8.1 In the event of agreed contractual services or when acceptance has been contractually agreed upon, the client shall be obligated upon notification of the completion to immediate acceptance, also in case of partial performance or completion in self-contained parts. The client shall bear the acceptance costs.
- 8.2 If the client fails to meet its obligation to accept immediately, acceptance shall be deemed to have occurred four (4) calendar weeks after performance of the work, if TÜV specifically advises the client of the aforementioned period upon performance.
- 8.3 The client shall not be entitled to refuse acceptance due to insignificant defects.

## 9. Confidentiality

- 9.1 "Confidential Information" is all information, documents, images, drawings, know-how, data, samples and project documents handed over subsequently to the start of the contract by one party ("disclosing party") to the other party ("receiving party") or otherwise disclosed. This shall also include copies of this information in hardcopy form and electronic form. When surrendered in written or other physical form, Confidential Information must be marked "confidential" or with some similar formulation that points out the confidential nature of the information.

Appropriate prior notice must be given with respect to Confidential Information that is transmitted by word of mouth.

Confidential Information shall expressly not be (nonpersonal) data and know-how collected, compiled or otherwise obtained by TÜV in the course of its service provision. TÜV shall be entitled to store, use, further develop and pass on the data obtained in connection with the service provision for the purposes of developing new services, improving services and analysis of service provision.

### 9.2 Confidential Information

a) may only be used by the receiving party to fulfill the purpose of the contract, insofar as no differing express written agreement with the disclosing party exists;

b) may not be reproduced, distributed, published or disclosed in any other way by the receiving party, with the exception of such Confidential Information that is necessary to fulfill the purpose of the contract or of such Confidential Information that the receiving party must disclose due to a court order or statutory or official provisions; this shall also particularly concern Confidential Information that must be forwarded to regulatory authorities and/or accreditors of TÜV in connection with an accreditation process or passed on in the course of service provision to enterprises or subcontractors affiliated with TÜV or their respective employees pursuant to Sections 15 ff. Aktiengesetz (German Stock Corporation Act);

c) shall be treated in a similarly confidential manner by the receiving party as it treats its own confidential information; in any case no less carefully than with due regard for the objectively necessary diligence.

- 9.3 The receiving party shall only make available the Confidential Information received from the disclosing party to such persons as require it to perform the services under this contract. These persons shall include consultants of the receiving party as well as its affiliated companies within the meaning of Sections 15 ff. Aktiengesetz.

### 9.4 Excluded from the confidentiality obligation shall be such information

a) that was already generally known at the time of disclosure or became known to the general public without infringement of this agreement, or

b) that was verifiably known to the receiving party when the contract was concluded or is thereafter made known to it legitimately by a third party, or

c) that was already in the possession of the receiving party before being transmitted by the disclosing party, or

d) that has already been developed by the receiving party independently from its transmission by the disclosing party.

- 9.5 Confidential Information shall remain the property of the respective disclosing party. The receiving party hereby gives its consent upon request from the disclosing party at any time immediately to (i) return all Confidential Information, including all copies thereof, to the disclosing party, or upon request of the latter to (ii) destroy the Confidential Information, including all copies thereof, and to confirm in writing to the disclosing party the fact of this destruction.

The above obligation to return or destroy shall not apply

a) to reports and certificates issued for the client exclusively to fulfill contractual obligations under the contract which remain with the client. With regard to these and to the Confidential Information that forms the basis for the production of these reports and certificates, TÜV shall however be entitled to file copies to serve as proof of proper fulfillment of contract and for general documentation purposes;

b) to Confidential Information stored in routine data backups in the course of normal archiving processes on backup servers or in analogue security systems in the generation principle;

c) insofar as it is opposed by the laws, regulations or ordinances of a competent court or an administrative or supervisory authority or an accreditor.

- 9.6 This confidentiality obligation shall exist from the start of the contract and continue to apply upon completion of the contract for a period of five years.

## 10. Copyrights and rights of use, publication

10.1. The copyrights of reports, test reports, test results, certificates, findings, calculations, diagrams etc. (hereinafter referred to as "performance results") shall remain with TÜV. As owner of the copyrights, it shall be free to grant others to use the performance results for individual or all types of use ("right of use").

10.2. The client shall obtain a simple, unlimited, nontransferable, non-sublicensable right of use of the content of the performance results generated in the course of the contract, insofar as no different ruling has been contractually agreed in individual cases. The right of use shall be limited in content to the contractual purpose (e.g. use of test reports, audit reports as proof of performed audits or for a contractually agreed review of a management system for conformity with certification requirements as proof of the relevant decision).

10.3 The transfer of rights of use of the generated performance results specified in Section 10.2 of these GTC shall be subject to full payment of the respective agreed remuneration in favor of TÜV.

10.4 The client may only pass on the performance results in complete form, unless TÜV has given its prior consent in writing to the passing on of extracts of the performance results.

10.5 Publication or reproduction of the performance results for advertising purposes or use of the performance results going beyond the scope specified in Section 10.2 shall require in each case the prior written consent of TÜV. To clarify, it should be noted that the client itself shall be answerable for any publication or reproduction of the performance results for advertising purposes.

10.6 TÜV may revoke consent once given pursuant to Section 10.5 at any time without stating reasons. In this event the client shall be obligated at its own expense immediately to halt or stop the passing on of the performance results and as far as possible recall publications.

10.7 The consent of TÜV to publication shall entitle the client neither to use of TÜV company logo, also registered as a European Union trademark (reg. no.: 005871116), nor to use of TÜV corporate design as reference advertising.

## 11. Defects

11.1 The statutory defect rights shall apply unless otherwise stipulated in these terms and conditions.

11.2 In the event of a defect the client may demand subsequent performance. Subsequent performance shall be effected at the discretion of TÜV through remedial action or replacement delivery. Subsequent performance by TÜV shall be based on goodwill and be ex gratia. An acknowledgement resulting in the commencement of the period of limitation shall only be deemed to exist if TÜV has expressly declared this to the client. In the event of failure of the subsequent performance, the client shall be entitled at its discretion to withdraw from the contract or reduce the price. The subsequent performance shall be deemed to have failed after the second attempt to rectify the defect has failed, if nothing to the contrary arises from the nature of the item or the defect, or other circumstances.

11.3 Notice of defects by the client must be in written form.

11.4 The claims for defects of the client specified in this Section 11 shall become time-barred within one (1) year of the commencement of the statutory limitation period; a corresponding cutoff period within the meaning of Section 218 BGB shall apply to rights resulting from defects. By way of derogation, the statutory limitation period shall apply a) in relation to all claims and rights of the client in the cases of Section 438 (1) No. 1 BGB, Section 438 (1) No. 2 BGB, Section 445b (1) BGB and Section 634a (1) No. 2 BGB as well as to fraudulent concealment of the defect or b) in the case of claims for damages for loss of life, physical injury or damage to health, claims pursuant to the German Product Liability Act and to grossly negligent or willful breaches of duty.

11.5 Apart from the claims mentioned in this Section 11, the client shall be entitled to no other claims and rights due to defects, with the exception of claims for damages and claims for reimbursement of expenses. The liability for compensation for damages and reimbursement of expenses shall be based on Section 12 of these GTC.

## 12. Compensation for damages and reimbursement of expenses

12.1 Irrespective of the legal basis – in particular due to defects, violation of duties under the contractual obligations or tort – TÜV shall not be liable for compensation for damages or reimbursement of expenses. This shall apply particularly, but not exclusively, to claims for compensation of damages for lost revenue or profit, financing costs and damage as a result of business interruption or loss of production.

12.2 The exclusion from liability under Section 12.1 shall not apply in case of a) intent or gross negligence, b) liability for guaranteed characteristics, c) liability due to the German Product Liability Act or d) due to culpable damage to life, limb or health. In addition, TÜV shall also be liable in accordance with the legal provisions in case of breach of essential contractual obligations, i.e. such obligations whose fulfillment makes due performance of the contract possible in the first place and upon whose fulfillment the client may regularly and reasonably rely.

12.3 Insofar as TÜV is not liable due to intent or gross negligence, culpable damage to life, limb or health, for guaranteed characteristics or under the German Product Liability Act, the liability of TÜV in case of breach of essential contractual obligations shall be limited to typical contractual and foreseeable damages.

12.4 Insofar as liability is excluded or limited under this Section 12, this shall also apply to the personal liability of the employees, agents, institutions and other staff of TÜV as well as its auxiliary persons and vicarious agents.

12.5 The term of limitation of claims for damages and reimbursement for expenses shall be in accordance with the statutory provisions.

12.6 The above provisions constitute no change in the burden of proof to the disadvantage of the client.

12.7 Unless otherwise stipulated in writing in the contract, TÜV shall be solely liable under the contract to the client and if applicable to a third party named in writing in the contract. Liability to other third parties is excluded with the exception of liability for an offense.

### 13. Export control

13.1 The client must comply with the currently valid provisions of national and international (re-)export control law when passing on services provided by TÜV or parts thereof to third parties at home or abroad.

13.2 The fulfillment of a contract with the client shall be subject to there being no impediments to fulfillment arising from national or international regulations of foreign trade legislation or from embargos and/or sanctions.

### 14. Partial invalidity, place of fulfillment, place of jurisdiction

14.1 Should one or several of the provisions in these GTC be invalid, the other provisions of these GTC shall remain unaffected.

14.2 The place of fulfillment for all obligations under these GTC or the contract including subsequent performance shall be the place of business of the respective TÜV company providing the contractual service.

14.3 The place of jurisdiction for all conflicts arising out of and in connection with the contractual relationship with the client shall be Cologne, insofar as the client is a registered merchant, a legal person under public law or a special fund under public law. TÜV however reserves the right to bring an action against the client at the latter's place of general jurisdiction or at another competent court. The above provisions shall not apply if an exclusive place of jurisdiction is fixed according to the law. Cologne shall be the place of jurisdiction with regard to non-merchants if the client moves his residence or habitual abode to a foreign country after the contract has been concluded or if his residence or habitual abode is not known at the time the claims of TÜV are legally asserted.

14.4 German substantive law shall apply exclusively to the legal and business relationships between TÜV and the client, excluding application of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Convention on Contracts).

### 15. Data protection notice

TÜV processes personal data of the contract partner for the purpose of fulfilling this contract. In addition, TÜV processes the data for other legitimate purposes in accordance with the relevant legal basis (e.g. balancing of interests / consent). Personal data of the contract party shall only be disclosed to other natural or legal persons if the legal requirements for this have been met. This shall also apply to transmissions to third countries. Personal data shall be deleted as soon as an appropriate reason for deleting arises. Legal retention periods stemming e.g. from the German Commercial Code (HGB) or the German Fiscal Code (AO) shall be taken into account in this regard. Data subjects may exercise the following rights: right of access, right of rectification, right of deletion, right to limitation of processing, right of objection and right of data portability. Data subjects shall further have the right to revoke any consent given at any time with future effect, as well as the right to lodge a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV as data controller or processor, please refer to the respective data protection information. You can contact TÜV data protection offices by email at [datenschutz@de.tuv.com](mailto:datenschutz@de.tuv.com) and by mail at the following address: TÜV Rheinland AG, z.Hd. Konzern-Datenschutzbeauftragter, Am Grauen Stein, 51105 Köln.

## II. Special Terms and Conditions of TÜV Rheinland Cert GmbH and LGA InterCert GmbH (TÜV)

The following provisions shall apply in addition to the GTC of TÜV and shall have priority in the event of contradictions.

### 1. Test material: transportation risk and storage

- 1.1 The risks and costs of freight and transportation of documents or test material to and from TÜV as well as the costs of necessary disposal measures shall be borne by the client.
- 1.2 Unless it has been otherwise agreed, test material which has been destroyed or otherwise become worthless shall be disposed of by TÜV at the client's expense.
- 1.3 Upon completion of the test, test material which has not been destroyed shall be stored for four (4) weeks by TÜV. If a longer storage period is desired, TÜV shall charge a reasonable storage fee. During storage, TÜV shall only be responsible for the care which is usually observed when dealing with its own affairs.
- 1.4 Upon expiry of the 4 weeks or any longer agreed storage period, the test material shall be disposed of by TÜV for the client at the latter's expense as per Section 1.2.

### 2. Invoicing of services and acceptance

In amendment to Sections 6.2, 6.3 und 8 and supplementing Section 7 of the General Terms and Conditions, the following provisions shall apply to contracts of the client with Business Stream Systems:

- 2.1 Invoicing of services shall take place – unless otherwise agreed – according to performance progress. To this end, 80% of the contractually agreed amount shall be invoiced after performance on site (so after the audit), the remaining 20% as well as travel and incidental expenses after the service has been fully performed.
- 2.2 If acceptance is excluded by the nature of the service, it shall be replaced by the completion of the work in full.
- 2.3 Should acceptance be required or contractually agreed in an individual case, it shall be deemed to have occurred two (2) weeks after completion and delivery of the work, unless the client refuses it within this period, specifying at least one defect.
- 2.4 If the client cancels or postpones an audit date agreed by it within two (2) weeks of the agreed date, TÜV shall be entitled to bill immediately for liquidated damages amounting to 10% of the order amount as compensation for expenses. The client shall retain the right to prove that no damage whatever has occurred to TÜV or considerably lower damages than the aforementioned liquidated damages.
- 2.5 The provision in Section 2.4 shall apply mutatis mutandis, if the scheduled time for auditing / service provision by TÜV could not be availed of by the client and thus the certificate is to be withdrawn (for example when carrying out surveillance audits).
- 2.6 Insofar as the client has committed in the contract to the acceptance of services, TÜV shall in addition be entitled to bill for liquidated damages amounting to 10% of the order amount as compensation for expenses if, after a service has been commissioned, it has not been ordered within a year of commissioning. The client shall retain the right to prove that no damage whatever has occurred to TÜV or considerably lower damages than the aforementioned liquidated damages.
- 2.7 For contracts for the performance of a continuing obligation, TÜV shall be entitled to raise prices at the beginning of a month in the event of higher overheads or delivery costs. This shall take place by written notification, which must have been sent one (1) month (amendment period) before it is to go into effect. If the price increase per contractual year does not exceed 5%, the client shall have no special right of termination by reason of this price increase. In the event of a price increase of more than 5% per contract year, the client shall be entitled to terminate the contractual relationship at the end of the amendment period. Failing this, the amended prices shall be deemed to be agreed upon expiry of the amendment period.

### 3. Right of termination /withdrawal of TÜV

- 3.1 Notwithstanding Section 2.2 of the General Terms and Conditions, TÜV and the client shall be entitled to terminate the contract in its entirety or, in the case of services combined in one contract, to terminate each of the combined parts of the contract individually and irrespective of the continuation of the other services with a notice period of three (3) months to the end of the contractually agreed term. If no term has been expressly agreed in the offer or contract, the term of the contract shall be based on the term / effectiveness of the certificate.
- 3.2 The notice period pursuant to Section 3.1 of these Special Terms and Conditions shall be reduced for TÜV to six (6) weeks to the due date of a surveillance audit necessary for the maintenance of the certificate or audit report or the end of the certificate term if TÜV is prevented from providing the services due to a loss or suspension of its accreditation or notification.
- 3.3 TÜV and the client shall be entitled to terminate the contract without notice for good cause.

The termination may be declared by TÜV within a period of 2 months at any time after TÜV has become aware of the circumstances giving rise to termination.

### 3.4 Good cause in this sense shall be deemed to exist for TÜV in particular if

- a) the client does not inform TÜV immediately about changes in the conditions within the company relevant for certification or signs of such changes,
  - b) the client uses the certificate or the certification mark improperly or in breach of contract,
  - c) if there is a significant deterioration in the financial circumstances of the client and TÜV's claims for payment under the contract are at considerable risk and TÜV cannot reasonably be expected to continue the contractual relationship,
  - d) in case of several successive delays in payment (at least three times),
  - e) in the event of serious misrepresentations and deceptions, whether caused by intentional or grossly negligent conduct on the part of the client's managers, employees or representatives;
  - f) certification requirements change to the extent that TÜV could only provide the contractually agreed services under a corresponding amendment of the contractual agreements in accordance with the certification requirements and client does not agree to such amendment within a period of 4 weeks or a corresponding amendment of the contractual agreement would be unreasonable for TÜV. "Certification requirements" in this sense shall include all laws, standards, guidelines, ordinances, regulations, rules and regulations, interpretations/guidelines and other requirements of the legislator or the accreditator against which TÜV shall test, audit and/or certify the client.
  - g) if, for reasons for which TÜV is not responsible, TÜV is temporarily or permanently not entitled or not able to provide, continue or complete the service, e.g. in the event of force majeure, government intervention, sanctions, loss of accreditation or notifications through no fault of TÜV or discontinuation of testing bases or standards.
  - h) the client does not call for the service within 12 months after placing the order and agrees on corresponding dates with TÜV for the performance of the service;
- 3.5 TÜV and the client shall furthermore be entitled to extraordinary termination in accordance with Section 3.3 if, for reasons for which TÜV is not responsible, TÜV's insurer no longer offers insurance cover for the service contractually agreed between TÜV and the client - either in full or for specific countries. This right of extraordinary termination shall only be applicable in case it was not possible for TÜV to obtain corresponding insurance cover in the short term at comparable and reasonable conditions from another insurer of the same quality.
- 3.6 In the event of termination without notice by TÜV for good cause, TÜV shall be entitled to a lump-sum claim for damages against the client under the conditions of a claim for damages on the merits. In this case, the client shall owe 15% of the remuneration to be paid until the end of the fixed term of the contract as liquidated damages. The client shall have the right to prove that there was no damage or that the damage was significantly lower, and TÜV shall have the right to prove that the damage was significantly higher in the individual case.
- 3.7 Furthermore, TÜV shall be entitled to terminate the contract without notice if the time windows for auditing/service provision by TÜV provided for in the context of a certification procedure could not be used by the client and the certificate must therefore be withdrawn (for example in the case of the performance of surveillance audits). Clause 3.6 shall apply accordingly.
- 3.8 Termination must be in writing.

THE FOLLOWING SPECIAL TERMS AND CONDITIONS OF BUSINESS APPLY ONLY TO CONTRACTS BETWEEN TÜV AND A CONSUMER AS CLIENT.

### III. Special Terms and Conditions for Consumers

The following provisions shall have priority for consumers over the GTC and the Special Terms and Conditions of TÜV:

#### 1. Offers and conclusion of contract

1.1 Inquiries of the client by means of telecommunication (e.g. letter, fax, phone, e-mail) with respect to the provision of services by TÜV shall be nonbinding. Upon receipt of an inquiry, TÜV will submit the client an offer by letter, fax or e-mail listing details on the inquiry of the client (including prices, total price and where applicable all additional other costs that could arise in an individual case, as well as the term of the contract, or the conditions for terminating an open-ended contract or contracts that automatically extend) and in which these terms and conditions are enclosed (hereinafter referred to as "offer"). TÜV shall not however be obligated to submit an offer. A contract with TÜV and the client shall be concluded upon receipt of the client's acceptance of the offer of TÜV by letter, fax or e-mail. If however the offer of TÜV is expressly described as "nonbinding", a contract shall not be concluded until an order has been placed on the nonbinding offer of TÜV by the client by letter, fax or email and been confirmed accordingly by TÜV.

1.2 Upon conclusion of the contract, and at the latest when performing the service, TÜV shall provide the client on a durable medium (e.g. by letter, fax or e-mail) a confirmation of the contract which includes a description of the content of the contract including these terms and conditions.

#### 2. Right of withdrawal

2.1 Consumers have the right of withdrawal as outlined below.

2.2 The right of withdrawal for a contract to provide services shall also be forfeited if the business operator has provided the services in full and has begun with their performance, after the consumer has given her/his explicit consent to this and has at the same time certified her/his awareness that s/he shall forfeit

her/his right of withdrawal in the event of complete fulfillment of the contract by the business operator. In respect of a contract negotiated away from business premises, the consumer's consent must be communicated on a durable medium.

#### 3. Prices

The fixed prices or charges set in TÜV are gross prices and include the statutory sales tax.

#### 4. Defects

Sections 11.2 – 11.5 of the General Terms and Conditions shall not apply to consumers.

#### 5. Export control

Section 13 of the General Terms and Conditions shall not apply to consumers.

#### 6. Online dispute resolution and consumer dispute resolution

6.1 The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr>.

6.2 TÜV is neither prepared nor obligated to participate in a dispute resolution procedure before a consumer arbitration board.

#### 7. Term

7.1 The maximum term of a contract shall be two (2) years.

7.2 In deviation from Section 2.2 sentence 2 of the GTC, an agreed term shall be extended by a maximum of one year if the contract is not terminated by one of the contractual parties in writing three (3) months before expiry of the term stipulated in the offer or contract.

#### Cancellation policy

##### Right of withdrawal

You have the right to cancel this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the date of the conclusion of the contract being concluded.

In order to exercise your right of withdrawal, you must inform TÜV Rheinland Cert GmbH, Am Grauen Stein 51105 Köln, Fax: +49 (0)221-8062765, E-mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com) or LGA InterCert GmbH, Tillystrasse 2, 90431 Nürnberg, Fax: 0911-6554170, E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com), by means of a clear statement (e.g. with a mailed letter, fax or e-mail) of your decision to cancel this contract. You may use the enclosed withdrawal form for this purpose, which is not however compulsory.

To comply with the withdrawal period, it is sufficient for you to send your message about your exercising of the right of withdrawal before expiry of the withdrawal period.

##### Consequences of withdrawal

If you cancel this contract, we must refund all payments that we have received from you, including delivery costs (with the exception of additional costs arising from your having selected a different form of delivery than the most economical standard delivery offered by us), immediately and at the latest within fourteen days of the date of our receipt of your notice of withdrawal from this contract. We will use the same form of payment for this refund that you used in the original transaction unless explicitly agreed otherwise with you; in no event will you be charged on account of this refund.

Should you have requested that the services be started during the withdrawal period, you must pay us an appropriate amount corresponding to the proportion of services already performed up to the time of your informing us of your exercising of the right of withdrawal with regard to this contract, in comparison with the overall scope of the services provided in the contract.

##### Sample withdrawal form

(If you wish to cancel this contract, please complete this form and return it)

- to TÜV Rheinland Cert GmbH, Am Grauen Stein 51105 Köln, Fax: +49 (0)221-8062765, E-mail: [tuvcert@de.tuv.com](mailto:tuvcert@de.tuv.com) or LGA InterCert GmbH, Tillystrasse 2, 90431 Nürnberg, Fax: +49 (0)911-6554170, E-mail: [intercert@de.tuv.com](mailto:intercert@de.tuv.com)
- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods ( ) / provision of the following service ( )
- Ordered on ( ) / received on ( )
- Name of consumer(s): \_\_\_\_\_
- Address of consumer(s): \_\_\_\_\_
- Signature of consumer(s) (only for message on paper): \_\_\_\_\_
- Date: \_\_\_\_\_