

I. General Terms and Conditions of TÜV Rheinland Consulting GmbH (hereinafter "TÜV Rheinland")

1 Scope

- 1.1 The following General Terms and Conditions of TÜV Rheinland ("GTC") apply to the services agreed between TÜV Rheinland and the client, including the ancillary services and other ancillary obligations ("services") provided as part of the execution of the order. The Special Terms and Conditions under Section II ("Special Terms and Conditions") shall apply in addition to and take precedence over these GTC.
- 1.2 Only entrepreneurs may be clients within the meaning of these GTC.

An entrepreneur is a natural or legal person or partnership with legal capacity who, when concluding a legal transaction with TÜV Rheinland, is acting in the exercise of its commercial or self-employed professional activity (§ 14 BGB). Legal entities under public law and special funds under public law shall also be considered entrepreneurs within the meaning of these Terms and Conditions.
- 1.3 Conflicting, deviating or supplementary terms and conditions of the client do not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TÜV Rheinland does not expressly object to them or accepts payments of the client without reservation or performs the services without reservation.
- 1.4 In the context of an ongoing business relationship with entrepreneurs, these GTC and the Special Terms and Conditions shall also apply to future contracts with these entrepreneurs without TÜV Rheinland having to refer to them separately in each individual case.
- 1.5 Insofar as these GTC or the Special Terms and Conditions refer to "accreditor", "accreditation" or "accreditation procedure", this also includes accreditation and recognition organisations and their specifications, requirements and procedures
- 1.6 Insofar as these GTC or the Special Terms and Conditions refer to a written form requirement, written form within the meaning of § 126b BGB is sufficient to observe the written form requirement.
- 1.7 Individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these GTC and the Special Terms and Conditions. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation from TÜV Rheinland.

2 Offers and conclusion of contract; term of the contracts

- 2.1 The contract is concluded when the letter of offer from TÜV Rheinland or a separate contractual document is signed by both parties or when TÜV Rheinland provides the services requested by the client. If the client commissions TÜV Rheinland without a prior offer from TÜV Rheinland, TÜV Rheinland is authorised, at its sole discretion, to accept the order by means of a written declaration of acceptance or by providing the commissioned services.
- 2.2 If a specific term of the contract has been agreed, this shall be based on what has been agreed in TÜV Rheinland's offer or in the contract. An agreed term shall be extended by the term stipulated in the offer or contract if the contract is not terminated in writing by one of the parties three months before expiry. Notwithstanding the above provision, the contract shall continue to exist until all rights and obligations arising from the contractual relationship have been fulfilled.

3 Service provision and scope of services; third parties

- 3.1 The scope and nature of services to be provided by TÜV Rheinland are set out in TÜV Rheinland's contractually agreed service description. If there is no separate service description from TÜV Rheinland, the last offer of TÜV Rheinland shall determine the services to be provided.
- 3.2 The parties may only mutually agree in writing on changes to the specification of services and necessary adjustments to the contract to reflect changes to the basis for testing after the contract has come into force. The client may not unreasonably withhold its consent to the amendment of the contract in the event of changes to the test specifications.
- 3.3 The test principles in the version applicable at the time the contract comes into force shall apply to the provision of the services.
- 3.4 TÜV Rheinland assumes no responsibility for the design, choice of materials, construction or intended use of the part, product, process or system inspected. The inspection of the correctness and functionality of parts, products, processes, systems and organisations not listed in the service description and their intended

use and application are also not included in the scope of services, unless otherwise agreed in writing.

- 3.5 TÜV Rheinland is authorised to determine the method of service provision, including examinations or tests carried out, at its own discretion, unless otherwise agreed in writing or unless mandatory statutory regulations or requirement of a test basis require a specific procedure.
- 3.6 Unless contractually agreed, when testing, TÜV Rheinland accepts no liability for the correctness of the safety programmes or safety regulations on which the services and/or tests are based, which have been provided by the client or by third parties.
- 3.7 The contractually owed services are agreed exclusively with the client and are owed only to the client. The contractual relationship shall not extend to third parties even if the client passes on performance results to third parties in full or in part within the scope of the rights of use granted to it under the contract.
- 3.8 The parties shall not include any third parties beneficiaries in the scope of protection of the contract, unless the parties have expressly agreed in writing to include the third party by name.

4 Performance deadlines and dates

- 4.1 The performance deadlines and dates stated in the contract or offer are non-binding unless they are expressly labelled as binding in the contract or offer.
- 4.2 The client may only withdraw from the contract due to delays in performance in accordance with the statutory provisions if TÜV Rheinland is responsible for the delay in performance. Any statutory rights of cancellation shall remain unaffected by this. TÜV Rheinland shall not be responsible for a delay in performance in particular if the client has failed to fulfil its contractually agreed obligations to cooperate or has failed to do so in good time.
- 4.3 If the provision of services by TÜV Rheinland is delayed by the events of force majeure regulated in these GTC, TÜV Rheinland shall be entitled to postpone the provision of services for a reasonable period of time, which shall at least correspond to the duration of the delay plus any period of time required to resume the provision of services.
- 4.4 If the client is obliged to comply with legal or official deadlines or deadlines specified by the accreditor, it is the client's responsibility to agree to service deadlines with TÜV Rheinland that allow the service to be provided within these deadlines. TÜV Rheinland accepts no responsibility in this respect.
- 4.5 In the event that the client refuses to have a service performed on the agreed date, the client is obliged to cancel appointments that have already been agreed or confirmed by TÜV Rheinland in writing to TÜV Rheinland at least seven calendar days in advance. If the client fails to provide this lead time for cancelling an appointment, TÜV Rheinland shall be entitled to charge the applicable or agreed price for the cancelled service, less any expenses actually saved. The client reserves the right to provide evidence that the expenses saved by TÜV Rheinland are higher in the specific individual case.

5 Cooperation obligation of the client

- 5.1 The client shall perform or provide all necessary acts of cooperation, supplies and/or information, in particular in accordance with the requirements of the Special Terms and Conditions, which enable TÜV Rheinland to provide the contractual services in accordance with the contract ("duties to cooperate"). The client is responsible for ensuring that the obligations to cooperate on its part, on the part of its vicarious agents or other third parties attributable to its sphere of responsibility are fulfilled in good time or with a reasonable lead time and free of charge for TÜV Rheinland.
- 5.2 The client must ensure that the relevant statutory provisions, standards, safety regulations and accident prevention regulations are complied with regarding its obligations to cooperate
- 5.3 The client shall bear any additional expenses and pay separately for each additional service if these become necessary because services must be repeated or are delayed as a result of incorrect, incomplete or delayed fulfilment of obligations to cooperate. Even if a fixed or maximum price has been agreed, TÜV Rheinland shall be entitled to invoice this additional expenditure and to receive separate remuneration for additional services from the client.

6 Prices; service billing

- 6.1 If TÜV Rheinland and the client have agreed to a fixed lump-sum price in the contract, this is what shall be invoiced. If the scope of services is not conclusively defined in writing when the contract is concluded, the services provided by TÜV Rheinland shall be invoiced on the basis of time spent at the rate agreed in the contract.

- 6.2 If the amount of the fee is not agreed in writing in the contract, invoicing shall be based on the TÜV Rheinland price list valid at the time the service is provided.
- 6.3 Insofar as mandatory statutory regulations, standards, or official accreditation requirements relating to the agreed services change after conclusion of the contract, TÜV Rheinland shall be entitled to additional remuneration for the resulting additional expenditure. For the avoidance of doubt, the parties agree that TÜV Rheinland is not obliged to provide further services at the old prices until an agreement has been reached on the recalculated price.
- 6.4 Unless otherwise agreed, all prices are subject to VAT at the applicable rate.
- 6.5 TÜV Rheinland is entitled to demand instalment payments for services already rendered in accordance with the contract in the amount of the value of the services rendered by it and owed under the contract
- 6.6 Partial acceptance is possible. In the event of partial acceptance, the partial remuneration is due after successful acceptance of individual work parts.

7 Terms of payment terms, default, offsetting, etc.

- 7.1 All invoice amounts are due for payment immediately without deduction upon receipt of the invoice. Discounts and rebates are not granted unless expressly agreed in writing.
- 7.2 Payments shall be made to the TÜV Rheinland bank account specified in the invoice, stating the invoice number and customer number.
- 7.3 In the event of default, TÜV Rheinland is entitled to demand default interest at the statutory rate. The right to claim further damages remains reserved.
- 7.4 If the client is in default with the payment of the invoice, TÜV Rheinland is entitled to withdraw from the contract with the client after expiry of a reasonable period of grace or to terminate it without notice and to withdraw a certificate or test mark that has already been issued, to reclaim performance results, such as test reports, and to declare declarations of conformity invalid.
- 7.5 If, after conclusion of the contract, TÜV Rheinland becomes aware of circumstances that result in insolvency or other significant deterioration of the client's financial circumstances or threaten to do so, and if this jeopardises the fulfilment of the contractual obligations, TÜV Rheinland shall be entitled to refuse the corresponding services under the contract. The right to refuse performance shall lapse if the client fulfils the contractual obligations or provides security in the amount of the payment claim at risk.
- 7.6 Complaints about invoices from TÜV Rheinland must be made in writing within two weeks of receipt of the invoice.
- 7.7 Only legally established or undisputed claims may be offset against TÜV Rheinland's claims. This restriction on offsetting shall not apply to claims and counterclaims of TÜV Rheinland and the client that are based on the same legal relationship. The same applies to the assertion of rights of retention by the client.

8 Acceptance

- 8.1 In the case of agreed services under a contract for work and labour, the client is obliged to accept the services immediately after completion, including self-contained partial services. The client is not entitled to refuse acceptance due to insignificant defects.
- 8.2 If the client does not fulfil its acceptance obligation, acceptance shall be deemed to have taken place two weeks after completion of the services by TÜV Rheinland, unless the client justifiably refuses acceptance within this period.
- 8.3 The client is not entitled to refuse acceptance due to insignificant defects.

9 Confidentiality

- 9.1 "Confidential Information" means all information, documents, images, drawings, know-how, data, samples and project documents that are handed over or otherwise transmitted by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the contractual relationship ("Confidential Information") from the start of the contract. This also includes copies of this information in paper and electronic form. If it is provided electronically, in writing or in another physical form, Confidential Information must be labelled "confidential" or a similar formulation indicating the confidential nature of the information. In the case of Confidential Information that is passed on orally, appropriate prior information must be provided.

9.2 Confidential Information

- may only be used by the Receiving Party to fulfil the purpose of the contract, unless otherwise expressly agreed in writing with the Disclosing Party,
- may not be passed on to third parties or made accessible to third parties in any other form without the prior written consent of the disclosing party. Third parties within the meaning of this agreement are not employees of the parties and affiliated companies pursuant to Sections 15 et seq. AktG, subcontractors and consultants of the parties, including their respective employees, who require this Confidential Information for the fulfilment of the contract.
- must be treated confidentially by the Receiving Party in the same way as the Receiving Party treats its own confidential information, but in no case less carefully than reasonably necessary.

9.3 Such information is excluded from the confidentiality obligation,

- which were already generally known at the time of transmission or become generally known without a breach of this agreement, or
- which were demonstrably known to the Receiving Party at the time of conclusion of the contract or are thereafter legitimately disclosed by a third party; or
- which were already in the possession of the Receiving Party prior to transmission by the Disclosing Party, or
- independently developed by the receiving Party independently of the transmission by the Disclosing Party, or
- which must be passed on due to judicial, official, accreditation and/or legal regulations or orders, or
- which must be passed on to TÜV Rheinland in connection with an accreditation procedure or at the request of supervisory authorities or accreditors.

9.4 Confidential Information shall remain the property of the Disclosing Party. The Receiving Party hereby agrees that at any time upon the request of the Disclosing Party

- return all Confidential Information, including all copies thereof, to the Disclosing, or
- destroy the Confidential Information, including all copies thereof, and to confirm in writing to the Disclosing Party the fact of such destruction.

9.5 The above-mentioned obligation to return or destroy does not apply to Confidential Information,

- which form the basis for the reports, certificates and other performance results drawn up in the course of the provision of services. In this respect, TÜV Rheinland is authorised to retain copies as proof of the proper execution of the contract and for documentation purposes, or
- which are stored on backup servers or in the generation principle during routine data backups as part of standard archiving processes;
- insofar as laws, regulations, orders and/or requirements of a court, an administrative or supervisory authority or an accreditor conflict with this.

9.6 This confidentiality obligation shall apply from the start of the contract and shall continue to apply for a period of five years after termination of the contract.

10 Rights of use to performance results and technical data, etc.

- 10.1 The rights to the performance results produced under the contract, in particular but not limited to reports, test reports, test results, certificates, expert opinions, calculations, illustrations, data, know-how, inventions (regardless of whether patentable or not), etc. ("Performance Results") shall remain with TÜV Rheinland. Performance Results shall be the property of TÜV Rheinland.
- 10.2 TÜV Rheinland shall grant the client a simple, unlimited, non-transferable, non-sublicensable right of use to the content of the performance result exclusively for reproduction, distribution and making available to the public, unless otherwise agreed in writing in individual cases. The right of use is limited in terms of content to the contractual purpose (e.g. use of test reports or audit reports as proof of tests or audits carried out, in the case of a contractually agreed review of a management system, e.g. for conformity with certification criteria as proof of the corresponding decision).
- 10.3 The granting of rights of use to the performance result described in this section is subject to full payment of the remuneration agreed in favour of TÜV Rheinland.
- 10.4 The client may only reproduce, distribute and/or make publicly accessible the performance result in its complete form - including for advertising purposes. Any other use of the performance result is prohibited, in particular.
- the use of extracts or
 - processing and remodeling.

- 10.5 For the avoidance of doubt, the client shall be responsible for any distribution, reproduction and public access to the results of the service, including for advertising purposes.
- 10.6 The client grants TÜV Rheinland a simple, worldwide, sub-licensable, transferable and free right of use to the anonymised technical data obtained in the course of the provision of services (such as comparative data sets, statistical analyses, measurable or statistically collected values or data, e.g. in the form of figures, information or findings) for the purpose of implementing the contract and for analysing, improving and further developing existing services as well as for analysing, improving and developing new services.
- 10.7 The client is permitted to use TÜV Rheinland trademarks reproduced on the performance result as part of the performance result within the scope of the authorisation of use described above in unchanged form and only on the performance result itself. Any further use, e.g. of the TÜV Rheinland group logo, also registered as a Union trade mark (Reg. No.: 00587116), or of the corporate design, e.g. as reference advertising, is expressly prohibited and requires a separate written agreement.
- 10.8 The provisions in this clause shall take precedence over the confidentiality obligation of the parties, unless the parties have reached a written agreement to the contrary

11 Warranty and limitation period

- 11.1 The statutory warranty claims shall apply, unless otherwise regulated in these GTC.
- 11.2 Defects must be reported in writing and without delay.
- 11.3 The client's claims for defects regulated in this clause shall become time-barred within one year from the start of the statutory limitation period, unless the client is a consumer. Notwithstanding this, the statutory limitation period shall apply.
- a) insofar as a case of § 634a Para. 1 No.2 BGB should exist,
- b) if TÜV Rheinland has a fraudulently concealed the defect or has assumed a guarantee for the quality of an item or work,
- c) in the case of defect related claims for damages due to injury of life, limb or health, and
- d) for defects caused by gross negligence or willful misconduct.

12 Liability and compensation

- 12.1 TÜV Rheinland shall be liable in accordance with the statutory provisions, unless otherwise stipulated in these GTC.
- 12.2 TÜV Rheinland shall be liable without limitation in the event of wilful intent or gross negligence on its part and in the event of wilful intent or gross negligence on the part of its representatives and vicarious agents.
- 12.3 In the event of simple negligence, TÜV Rheinland shall only be liable for damages due to the breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the client regularly relies and may rely on. In this case, however, liability is limited to the foreseeable damage typical of the contract.
- 12.4 The exclusions and limitations of liability in the above Section 12.3 do not apply to liability for
- a) due to the provisions of the Product Liability Act,
- b) due to culpable injury of life, limb or health, and
- c) as a result of a defect in an item sold by TÜV Rheinland or a work manufactured by TÜV Rheinland, insofar as TÜV Rheinland has fraudulently concealed the defect or has assumed a guarantee for the quality of the item or work.
- 12.5 Unless otherwise contractually agreed in writing, TÜV Rheinland shall only be liable under the contract to the client. Contractual liability - in particular from the point of view of the protective effect of the contract - towards third parties not named as beneficiaries in the contract is excluded.

13 Cancellation

- 13.1 The contract may be terminated by either party at any time for good cause. TÜV Rheinland may terminate the contract for good cause in particular if

- a) the client is in default with the fulfilment of its obligations to cooperate, finally refuses to do so or the obligations to cooperate are not fulfilled for a total of more than three months for reasons for which TÜV Rheinland is not responsible,
- b) a significant deterioration in the client's financial circumstances occurs, TÜV Rheinland's payment claims are jeopardised as a result and the client neither fulfils the contractual obligations nor provides appropriate security within a reasonable period of time,
- c) the client's business activities seriously jeopardise TÜV Rheinland's reputation or image in the public eye; such a threat exists in particular in the event of a significant violation of ethical or social standards or in the event of unfair or harmful actions or omissions by the client that are likely to significantly damage TÜV Rheinland's reputation in the public eye,
- d) the client attempts in an unauthorised manner to influence the measurement or test results of TÜV Rheinland, e.g. through misrepresentation or deception, or to influence the integrity of TÜV Rheinland,
- e) TÜV Rheinland is temporarily (for a period of at least three months) or permanently not authorised or not in a position to provide, continue or complete the contractual service for reasons for which it is not responsible, e.g. in the event of force majeure, loss of accreditation or discontinuation of test bases.

13.2. The cancellation must be in writing.

14 Assignment and subcontractors

- 14.1 TÜV Rheinland is authorised to assign its rights and obligations under the contract in whole or in part to companies affiliated with it in accordance with Sections 15 et seq. AktG (German Stock Corporation Act).
- 14.2 TÜV Rheinland is authorised to commission third parties to provide services in accordance with the contract.

15 Force majeure

In cases of force majeure, the parties shall be released from their mutual performance obligations insofar as and for as long as the impediment to performance persists. All circumstances independent of the will and influence of the party obliged to perform which are unforeseeable, serious and cannot be averted even with the utmost, reasonably expected care and which occur after the conclusion of the contract, such as, but not limited to: natural disasters, blockades, war, civil unrest, terrorist attacks, strikes, sanctions, embargoes, pandemics, epidemics, official measures and material shortages ("force majeure"), shall be deemed to be cases of force majeure

16 Export control

- 16.1 When passing on the services provided by TÜV Rheinland or parts thereof to third parties in Germany or abroad, the client must comply with the respectively applicable regulations of national and international export control law.
- 16.2 The fulfillment of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade law or embargos and/or sanctions.

17 Partial invalidity, place of fulfillment, place of jurisdiction, etc.

- 17.1 Should one or more provisions of these GTC be invalid or should these GTC contain a loophole, the remaining provisions of these GTC shall remain unaffected and valid. The invalid provision shall be replaced by a valid provision whose effect comes closest to the economic purpose intended by the parties with the invalid provision. The same applies if there is a loophole in these GTC.
- 17.2 The place of fulfillment for all obligations under these GTC or the contract, including supplementary performance, shall be the registered office of the respective TÜV Rheinland company providing contractually owed service.
- 17.3 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Cologne (Germany), provided that the client is a merchant, a legal entity under public law or a special fund under public law. However, TÜV Rheinland is entitled to sue the client at his general place of jurisdiction or at another competent court. The above provisions shall not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Cologne shall be the place of jurisdiction if the client moves his place of residence or usual abode abroad after conclusion of the contract or his place of residence or usual abode is not known to TÜV Rheinland's at the time the claims are asserted in court.
- 17.4 The legal and business relations between TÜV Rheinland and the client shall be governed exclusively by German substantive law to the exclusion of private international law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

18 Information of data protection

- 18.1 TÜV Rheinland processes personal data of the contractual partner for the purpose of fulfilling this contract. In addition, TÜV Rheinland also processes the data for other legal purposes in accordance with the relevant legal basis. The personal data of the contractual partner will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Statutory retention periods are taken into account.
- 18.2 The persons affected by the data processing can exercise their rights as data subjects in accordance with the respective data protection laws. Data subjects have the right to withdraw their consent at any time with effect for the future, as well as the right to lodge a complaint with the competent data protection supervisory authority. Further details on the processing of personal data can be found in the respective TÜV Rheinland data protection notices. TÜV Rheinland's Group Data Protection Officer can be contacted by e-mail at dataprotection@tuv.com or by post at TÜV Rheinland AG, Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

II. Special Terms and Conditions of TÜV Rheinland Consulting GmbH

The following regulations apply in addition to the General Terms and Conditions of TÜV Rheinland Consulting GmbH (hereinafter "TÜV Rheinland") and take precedence over these in the event of contradictions.

1 Quotation and conclusion of contract; term of contract

If the contract provides for an automatic extension of the contract term, this will only come into force insofar as the contract is not terminated in writing by one of the contracting parties six weeks before the end of the contract term.

2 Performance deadlines/dates

- 2.1 Insofar as binding deadlines have been agreed, these shall only begin to run once the client has submitted to TÜV Rheinland all the documents and/or information required for this purpose and has provided all the cooperation actions and/or materials required for this purpose. This shall apply accordingly to agreed dates which are extended even without the express consent of the client for the period of delay not the responsibility of TÜV Rheinland.
- 2.2 If bindingly agreed dates of performance are not cancelled in writing at least 14 calendar days in advance, TÜV Rheinland shall be entitled to a lump sum damage against the client under the condition of a claim for damages on the merits in the amount of 60% of the net remuneration (i.e. the remuneration owed without value added tax) of the service not rendered. The client reserves the right to provide proof of missing or significantly lower damage, and TÜV Rheinland reserves the right to provide proof of significantly higher damage in the individual case.

3 Cooperation of the client

If, for the execution of the contract, TÜV Rheinland employees have to enter hazardous areas on the premises of the client (such as plants requiring supervision, areas at risk of explosion, workplaces and traffic routes where there is a risk of falling, etc.), the client must ensure that the applicable occupational health and safety regulations are also complied with in respect of TÜV Rheinland employees. The following applies in particular:

- 3.1 Before entering the company premises, TÜV Rheinland's employees must be informed in good time by the client of the relevant regulations on occupational safety and safety rules and must explain them to TÜV Rheinland at the client's expense. In doing so, TÜV Rheinland must be given the opportunity to ask personal questions of understanding. This concerns in particular the emergency planning with assembly points as well as escape and rescue routes. If further safety requirements are to be observed in the areas in which TÜV Rheinland is to be active, TÜV Rheinland must also be instructed in this.
- 3.2 The client must carry out the instructions required for TÜV Rheinland's employees (such as screen work, emergency planning and escape and rescue routes) at his own expense and provide legally compliant workplaces free of charge.
- 3.3 TÜV Rheinland's employees shall not use or operate any of the client's operational technical equipment unless they have been instructed in advance and in good time by the client.
- 3.4 If, during work at the client's premises, designated danger areas are to be entered, in which, for example, personal protective equipment is to be worn, this shall be provided by the client free of charge.
- 3.5 TÜV Rheinland reserves the right to check that its employees are treated in a manner compatible with occupational safety and health protection. In the event of violations or non-compliance with recognized health and safety regulations affecting TÜV Rheinland, TÜV Rheinland is permitted to immediately cease its activities at the expense of the client.

4 Termination

- 4.1 Both parties are entitled to terminate the contract extraordinarily with immediate effect for good cause.
- 4.2 For TÜV Rheinland, a good cause includes, in addition to the good causes named in section I § 13 of these GTC but is not limited to these, that the client is in breach of the confidentiality and/or data protection agreement.
- 4.3 In the event of termination with immediate effect for good cause by TÜV Rheinland, TÜV Rheinland shall be entitled to a lump sum damage against the client under the condition of a claim for damages on the merits in the amount of 15% of the net remuneration to be paid up to the end of the fixed contract term (i.e. the remuneration owed without value added tax). The client reserves the right to provide proof of missing or significantly lower damage, and TÜV Rheinland reserves the right to provide proof of significantly higher damage in the individual case.

5 Copyright and rights of use, publication

- 5.1 Any performance results may only be used by the client for internal use, unless agreed upon otherwise in individual cases. In particular, forwarding any performance results to third parties requires the prior written approval of TÜV Rheinland.
- 5.2 In the events of retroactive cancellation of the contract and termination with immediate effect by TÜV Rheinland, all rights of use of the client and all rights of use of third parties derived therefrom, shall automatically terminate.

6 Defects

- 6.1 Warranty claims shall not extend to natural wear and tear or damage arising after delivery or performance as a result of incorrect handling (in particular excessive strain or strain not provided for in the product documentation/specification, use of unsuitable equipment, improper modifications or repair work) or as a result of an external event not provided for in the contract, or to non-reproducible computer programs and/or software errors. The client must notify TÜV Rheinland in writing in a reasonable time of any modifications that may influence the warranty claims.
- 6.2 If the client asserts warranty rights, he is obliged to submit proof in the form of a delivery note or an invoice detailing the asserted warranty claim directly to TÜV Rheinland to allow TÜV Rheinland to allocate and address such claim.
- 6.3 Should it be established during subsequent performance that the defect claimed by the client does not exist, TÜV Rheinland may claim from the client the damage incurred in this connection on the basis of the currently valid price list for hourly rates.

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