General Terms and Conditions of Business for Services of DEKRA Testing and Certification GmbH

I. Scope of these conditions

1. Unless agreed otherwise in individual cases, contracts incorporate the following provisions; by way of placing an order, the customer consents to our conditions. The customer's conditions to the contrary or those that vary from ours shall only be binding for us if they have been expressly acknowledged in writing. Our conditions also apply if we unconditionally render our service although we are aware of the customer's conditions that are contrary to, or vary from, our terms and conditions of business.
2. These General Terms and Conditions of Business apply to all our services (including, but not limited to, expert appraisals, assessment and consulting services) irrespective of whether or not the services involve primary or secondary obligations. These conditions also apply to all future business transactions entered into with us.

II. Entering into contracts

1. A contract brought about with us will only be deemed as entered into if the customer unconditionally accepts our offer or if the customer receives our written confirmation of order or we start to render the service. In the absence of express agreements to the contrary, if we issue a confirmation of order in text form, such a confirmation shall be authoritative in terms of the content and scope of the contract.
2. Amendments, subsidiary and supplementary agreements as well as guarantees are subject to our confirmation in order in text form to be deemed valid. This also applies to the cancellation of this clause.

III. Executing orders and customer's duty to collaborate

1. In the absence of express agreements to the contrary, we are only required to provide precisely those services set out in the contract that we render with consideration given to the generally recognised technological standards and the statutory requirements.
   If the customer requests a repeat or new assessment as the first assessment has revealed deficits or for any other reasons, a separate agreement has to be entered into and the customer has to pay us the cost incurred separately.
   Our recognised experts and specialist personnel execute independent assessment services and expert appraisals.
2. We shall not provide any replacements for damage to or the destruction of the customer's property as a result of appropriately rendering our service. If our own equipment is damaged or destroyed or lost at the customer's premises, without negligence on our part, as a result of appropriately rendering our service, we shall be entitled to request that the customer provides compensation or replacement. The customer's property shall be transported to us, and where applicable sent back, at the customer's cost and risk. However, return transport shall only be carried out at the customer's express wish. If the customer does not request a return transport, we reserve the right to dispose of the property at the customer's cost. In the case of storage, our liability is limited to our own customary duty of care.
3. If test reports include statements regarding conformity with a specification or standard, the applied decision rule for the conformity statement (e.g. passed/failed, within tolerance/outside tolerance) is documented in the report. How measurement uncertainty is considered in different cases and which decision rule is used as standard by DEKRA can be found on our website. Upon customer request, alternative decision rules can be agreed upon. Otherwise, the decision rule used as standard by DEKRA is deemed to have been agreed when a project is ordered.
4. The customer is to make available to us in full all facts of relevance to rendering our service. We are not obliged to check whether or not the data, information or other services made available by the customer are complete and accurate, insofar as there is no reason to take such action when consideration is given to the respective circumstances of the individual case.
5. Insofar as the customer is required to collaborate on one or more occasions in order for us to render our service, such collaboration is to be provided at the customer's cost; the customer shall only be reimbursed for expenses if this has been expressly agreed upon. Insofar as the customer does not honour its duty to collaborate, not in good time or not properly, we shall be entitled to invoice the customer for the resulting additional costs. The right to assert further-reaching statutory claims is expressly reserved.
6. If a third-party review of assessments conducted by us is required to maintain an accreditation or an acknowledgement issued by us, the customer shall fully collaborate on this matter and support us.
   The customer shall promptly notify us of any circumstances that come to its attention that may be relevant to the maintenance of a certification, conformity assessment, accreditation, recognition, or surveillance of a product or process.
7. If we render services outside our company premises, compliance with the legal obligation to maintain traffic safety shall be incumbent upon the customer unless the nature of the matter or an agreement entered into with the customer implies a different arrangement. We are entitled to refuse to render the service as long as the necessary measures have not been taken.
8. In the event that the customer requests additional services, whether with us, or our employees (e.g. confidentiality agreements, inspection regulations), we are to be informed of such intentions in good time prior to commencing the work, at least, however, two weeks in advance, and such intentions are to be negotiated with us. In the event that the customer allows such a period to lapse in vain, and if the start of work is delayed as a result, the cost of the delay shall be borne by the customer and we are, insofar, to be compensated for damage sustained or for expenses incurred in vain.
9. We reserve the right to involve third parties for the execution of the services agreed (e.g., subcontracting, or use of equipment and facilities which are not property of DEKRA); regarding the fulfilment of our contractual obligations we shall remain the party responsible and liable for the services rendered (as part of the provisions stipulated in Section VIII).
10. Detailed information on the status of our accreditations, notifications and recognitions can be found on the Internet on our website in the section "Accreditations".
11. We are permitted to use the accreditation symbols provided to us by the accreditation body due to our accreditation on our reports and certificates whenever the documented activity is covered by our scope of accreditation. Reports and certificates containing results covered by the accreditation scope which relate to an area where accreditation is legally required or mandatory by contractual conditions include the accreditation symbol or a reference to the accreditation. In other cases, a reference to the accreditation or the use of the accreditation symbol may be included upon the customer request provided that the documented activity is covered by our scope of accreditation.

IV. Periods and dates

1. Unless a valid deadline is expressly stated in the contract, each offer shall be valid for sixty (60) days.

2. Periods and dates have to be agreed upon in writing. A period is deemed as exceeded according to German legal provisions. However, we are only in default if the customer has set us a written period of reasonable length in which to render the due service, and such a period is in vain. In any case, periods shall only commence once the customer has honoured all its incumbent duties to collaborate in full and, where applicable, from receipt of an advance payment. Subsequent requests for alterations or delay in the customer's collaboration shall extend the performance periods accordingly.
3. If the service we are required to render is delayed as a result of unforeseeable consequences for rendering our services as caused by severe events (e.g. industrial disputes, riots, war, terrorist attacks), both parties shall be released from their contractual obligations for the period of the disruption and as far as their services are effected by the event. This does not constitute an automatic cancellation of the contract. Parties are obliged to inform each other of such circumstances and to modify their obligation with regard to the changed circumstances in good faith.
4. If the customer defaults in acceptance or violates other duties in respect of collaboration, we shall be entitled to request compensation for the damage we sustain as a result, including additional expenses that may apply.

V. Acceptance

1. Insofar as our service requires acceptance, the customer undertakes to accept in that respect. Defects that do not have a serious detrimental effect on the suitability of the service for the purpose specified in the contract, or are otherwise insignificant, shall not entitle the customer to refuse to accept irrespective of its right to request the rectification of such defects within a period of reasonable length.
2. If the customer refuses to accept the service by way of violating sub-section 1 of this clause, including following expiry of a period of reasonable length set by us, the acceptance shall nevertheless be deemed to have taken place.

VI. Prices and payment

1. The agreed prices are those stated by us, to which the respective statutory value-added tax– where applicable – is to be added. Our invoices fall due for payment within fourteen (14) days and without deductions. We reserve the right to request appropriate advances and down payments – if a reason justified in fact applies and no predominant matters of the customer conflict with such action – and are entitled to write out partial invoices in accordance with the work progress. This applies, in particular, if we become aware of circumstances, after entering into the contract, which are capable of considerably reducing the customer's creditworthiness. If the customer is in default in settling at least a partial invoice or advance or down payment irrespective of the setting of an additional period, we shall be entitled to refuse to continue executing the order, withdraw from the contract and/or request compensatory damages instead of performance.
2. As a matter of principle, our services are remunerated according to time and effort spent. The calculation basis is stated in our respective current price list. Insofar as a package price is stated, this is a non-binding cost estimate unless the package price is explicitly described as a fixed price.
   Any increases in the charges as part of the performance of continuing obligations have to be announced by us three (3) months in advance. In such cases the customer shall be entitled to terminate the contract at a notice of one (1) month prior to the due date of the increase in charges.
3. If we have several claims against the customer, we shall determine to which debt the payment is to be credited. The customer shall only enjoy setting-off rights if its counterclaims have become *res judicata*, are undisputed or have been acknowledged by us in writing. The same applies to asserting retention rights.
4. In the case of default in payment, the customer shall be required to pay the statutory interest on delinquent accounts.
5. We reserve all rights to all our services, including but not limited to expert appraisals, assessment and consulting services, up until all payment obligations regarding our services have been honoured in full, i.e. the granting of corresponding rights (ownership, utilisation rights etc.) is subject to a condition precedent of payment in full of the remuneration. During such a period, the customer shall not use our services, forward them, utilise them or submit them in another approval procedure.
6. The customer grants us a contractual right of lien to its items, test specimens it has provided to us for processing, appraising and reviewing up until payment in full of the remuneration for our services has been received.

VII. Warranty

1. We are entitled to subsequently improve a faulty performance or render it afresh (together "Supplementary Performance"). This necessitates the setting by the customer of a period of reasonable length. If and only once the Supplementary Performance is ultimately seriously rejected, is not conducted in good time or fails, the customer shall be entitled, at its discretion, to request a reduction in the purchase price or rescission in accordance with the statutory requirements.

   The customer has to notify us about complaints in writing without delay once they are identified.

   The foregoing shall not apply in cases of fraudulent concealment of a defect, in any cases where a longer limitation period is mandatorily prescribed by law, or to claims arising from a guarantee.

   If we are not responsible for the complaint, the customer shall compensate us for any costs incurred to the extent that this is necessary and reasonable.
2. We shall only be liable for realising estimates or forecasts insofar as this has been expressly agreed upon in writing.
3. Issuing a test certificate does not constitute any statement on the suitability for use or the quality of the test item that extends above and beyond the specific technical content of the test certificate.

VIII. Liability of DEKRA and the customer

1. We shall be liable without limitation in cases of damage arising from injury to life, limb or health, for claims under the *Produkthaftungsgesetz* (German Product Liability Act*)* and for any guarantees given, as well as for any other damage resulting from a deliberate or grossly negligent breach of duty attributable to it.
2. In all other cases, we shall be liable as follows:
   - In the event of a slightly negligent breach of material contractual obligations, namely obligations the performance of which is essential for the due and proper performance of the contract and on the observance of which the customer may regularly rely, our liability shall be limited to the foreseeable damage typical for this type of contract at the time of conclusion of the contract and shall not exceed EUR 500,000 per damage event.;
   - In all other respects, liability for slight negligence is excluded.
3. In so far as claims for damages against us are excluded or limited, this also applies with regard to the personal liability of our employees.

4. Claims for damages under §9(1) shall lapse by limitation in accordance with the statutory provisions. If the customer is a businessperson as defined in §14 BGB (German Civil Code), claims for damages under §9(2,3) shall lapse by limitation one year after the commencement of the statutory limitation period.

5. Contractual protection in favour of third parties shall only arise if the third party concerned is named at the time the contract is concluded or is otherwise clearly identifiable, and if their involvement in the scope of protection has been explicitly agreed in text form. Mandatory statutory claims of third parties shall remain unaffected.. To the extent that a third party has been validly included within the scope of protection, the exclusions and limitations of liability agreed in this Section VIII shall also apply in relation to that third party. The customer must inform the third party of the exact scope of the services and the liability provisions prior to the intended use of the service.

6. If the customer fails to fulfil its contractual obligations of IX(3) or X the payment of a contractual fine of up to €25,000 maximum becomes due in each case. The exact amount will be set by us at our discretion and may be reviewed by the court in charge in the case of dispute. The contractual fine shall not apply if the breach was not the customer's responsibility.

   The enforcement of any compensation claims that may exceed the contractual fine due to a breach of contract agreed remains unaffected; however, the contractual fine may be set off against such compensation claims.

7. The customer shall indemnify and hold DEKRA Testing and Certification GmbH harmless against any and all claims by third parties and shall reimburse it for all damages, costs and expenses arising from or in connection with products , test samples, components, plants, substances, software, technical documentation, data or other test items provided by the Customer for testing, inspection, certification or any other assessment, or placed on the market by the Customer, including any losses, damages, costs and expenses arising in connection with their use, testing, handling, storage, transport or disposal.

   This also applies to damages, costs and expenses arising from incorrect, incomplete or belatedly provided information, documentation or details from the customer, or caused by acts or omissions on the part of the customer, its employees, representatives, agents or vicarious agents.

   The obligation to indemnify and compensate shall include, in particular, personal injury, property damage and financial loss, as well as the reasonable costs of legal proceedings and defending legal claims. It shall further include necessary expenses for safety, decontamination, disposal and restoration measures, to the extent caused by the products, test samples or other test items provided by the customer.

   This also applies to claims arising from damage caused by products certified by DEKRA Testing and Certification GmbH and placed on the market by the customer, or arising from the use of such products.

   The above obligations shall not apply to the extent that the damage in question was caused an intentional or grossly negligent breach of duty by DEKRA.

IX. Confidentiality and data protection

1. "Confidential Information" is all technical, financial, legal and fiscal information, information about designs, inventions, marketing or other information (including data, records and know-how) that one party directly or indirectly makes available to the other party in conjunction with a contract or of which the party otherwise gains knowledge.

2. Information is not deemed confidential if it
   - was already in the public domain at the time at which knowledge of it was gained, or was placed in the public domain thereafter without a violation of this agreement;
   - was already known to the receiving party at the time at which it gained knowledge of it;
   - was acquired by the receiving party from a third party prior to entering into this agreement, or thereafter, without violating this agreement insofar as the third party lawfully gained possession of the Confidential Information and as a result of forwarding it did not violate a confidentiality obligation that has binding force for such a third party;
   - was developed by the receiving party irrespective of Confidential Information.

3. Each party shall treat Confidential Information in strict confidence and neither forward it to third parties nor otherwise make it available and take suitable precautions to protect the Confidential Information. The parties may only use Confidential Information for purposes involving the preparation, assessment and execution of the contract and not use it otherwise in our own favour or in favour of third parties.

4. The parties may disclose Confidential Information to staff with and without employee status, affiliated companies in accordance with Sections 15 et seq. AktG (German Company Law) and their staff with or without employee status and consultants insofar as they are, in each case, subject to a confidentiality obligation.

5. The obligation to treat information in confidence shall not apply if
   - the revealing party has previously consented in writing, for the specific individual case, to the forwarding of Confidential Information to a third party;
   - the revealing party undertakes to disclose the Confidential Information as a result of the law, a court order, an order issued by an authority or other government institution or on the basis of regulations of an accreditation body.

6. Each party is entitled to retain Confidential Information received or delivered for executing the contract and to make copies thereof for the orderly keeping of files and archiving, including following the end of the contract.

7. The customer expressly consents to the fact that we may make available on the internet for any interested party the name/company name of the customer, the item that the customer may use under a license (including identification option, e.g. an ID number), validity of the license item and other information of relevance to the certificate.

8. If we make Confidential Information available to third parties in accordance with these General Terms and Conditions of Business or the other agreements with the customer, we shall inform the customer where possible and permitted.

9. DEKRA Testing and Certification GmbH stores, processes and uses the customer's personal data to properly execute orders and for its own use. Insofar as automatic data processing systems are used in that respect, DEKRA Testing and Certification GmbH adheres to the preconditions of the EU General Data Protection Regulation ("GDPR"). Employees entrusted with data processing are under obligation in accordance with GDPR and undertake to strictly adhere to all data protection provisions.

   Data protection information in accordance with Art. 13 of the EU General Data Protection Regulation ("GDPR"):

- Person Responsible: DEKRA Testing and Certification GmbH
- Contact Data Protection: Konzerndatenschutz@dekra.com
- Purpose of data processing: fulfilment of the orders in accordance with our services
- Legal basis of data processing §6(1b) GDPR.
- Duration of data storage: The duration of data storage is regulated by the legal provisions on commercial storage obligations as well as the regulations on accreditations and notifications. The requirements concerning storage of order related to data concerning product testing, product certification as well as product surveillance are defined in the applicable policies and regulations; in the case of a withdrawal of consent, the storage period amounts to 10 respectively 15 years after the certificate has become invalid respectively the surveillance service has been ceased.
- Data subject rights: A right to information (Art. 15 GDPR), correction (§16 GDPR), deletion (§17(1) GDPR) or limitation of the data processing (§18 GDPR), objection (§21 GDPR) and data transmission (§20 GDPR) is given. Furthermore, there is a right to file a complaint with the responsible State Commissioner for Data Protection.

In the event that a consent was given into the processing or use in accordance with §6(1a) or §9(2a), such consent can be withdrawn for the future at any time in accordance with §7(3) GDPR.

10. As part of the statutory publication obligations, or those specified by an accreditation body, we may disclose the customer's address data and facts of relevance to the certificate. In addition, we keep a reference list stating all certificate holders. This list is also made available to third parties.

X. Rights of use

1. The use of the DEKRA logo, of the brand name DEKRA and also any reference to the existence of the contractual relationship with DEKRA in documents prepared or used by the customer, in particular in advertising and sales material, requires our prior written consent.
2. Should any results arise during the performance of the assignment (e.g. expert reports, test results, calculations), DEKRA Testing and Certification GmbH, in so far as necessary for the purpose of the contract, shall grant the customer a single, non-exclusive, non-assignable and non-sub-licensable right of use of the same.
3. The customer may only use the complete results, not in extracts, and only for the contractually agreed purpose. The use of the results for advertising purposes and publications on the Internet requires our prior written consent.

XI. Place of performance and prohibition on assignment

1. Stuttgart is deemed the place of performance for all services insofar as the preconditions of §29IIZPO (German Regulation of Civil Procedure) are met.
2. Assigning claims, to which the customer is entitled resulting from the business association with us, is excluded.

XII. Place of jurisdiction and applicable law

1. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship shall be Stuttgart, provided that the requirements of § 38 ZPO are met.
2. DEKRA Testing and Certification GmbH will not participate in any dispute resolution proceedings before a consumer arbitration board.
3. Solely the law of the Federal Republic of Germany applies to all business and the entire legal relations between the customer and us. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

XIII. Final provisions

In the event that individual provisions set out above are or become invalid, this shall not affect the validity of the other provisions. In the place of the invalid conditions, regulations are to apply that come closest to the economic purpose of the contract and the reasonable safeguarding of both parties' interests.