

GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF ASSESSMENT AND CERTIFICATION SERVICES

Article 1 Applicability

- 1.1 These General Terms and Conditions shall apply to all agreements with DEKRA Certification to perform assessment or have assessments performed of products, management systems and processes, as well as professional skills of persons rendered by or on behalf of DEKRA Certification. These General Terms and Conditions shall apply unless the parties have expressly otherwise agreed in writing.
- 1.2 The name DEKRA Certification refers to DEKRA Certification B.V. and those companies with which DEKRA Certification B.V. is affiliated within a group as referred to in article 2:24b of the Dutch Civil Code (B.VV).
- 1.3 The party who has requested DEKRA Certification to render assessment services intended herein is hereinafter referred to as "the Other Party".

Article 2 Validity of quotations

If any quotation submitted by DEKRA Certification does not state the term of validity, this term shall be a period of sixty days.

Article 3 Effectuation of the agreement

A quotation submitted by DEKRA Certification will only result in an agreement to perform assessment services if the Other Party has accepted such quotation in writing within its term of validity, or if DEKRA Certification has confirmed in writing an order of the Other Party, or if DEKRA Certification has commenced with the actual performance of the contract. In these general conditions, 'in writing' shall also be understood to mean 'by email'.

Article 4 Delay of the order

- 4.1 In the event of delay in or prolongation of the services agreed upon, DEKRA Certification shall have the right to charge the Other Party for any additional expenses incurred, if no blame for such delay or prolongation can be attributed to DEKRA Certification employees or to any persons involved in the performance of the services by order of DEKRA Certification.
- 4.2 The provisions of Article 4.1 shall also apply in the event that the assessment is performed for the purpose of certification by a third party and that third party requires one or more additional assessments and/or inspections to be performed. The same applies when it is the choice of the Other Party to request additional assessment services. In such cases DEKRA Certification shall not be responsible for the delay.

Article 5 Rates and payments

- 5.1 The rates agreed upon will be increased by Value Added Tax (BTW) and any other taxes connected with the services to be performed by DEKRA Certification and for which DEKRA Certification is responsible. The rates are based upon the execution of orders under non-exceptional circumstances.
- 5.2 DEKRA Certification is entitled to adjust its rates once a year.
- 5.3 In the event that the Other Party requests a reassessment due to the incompleteness or inadequacy shown by the assessment, or for any other reason, the Other Party shall be charged separately for the costs thereof.
- 5.4 Payments shall be made without deduction or setoff of any kind within thirty days from the date of invoice. Possible complaints concerning the invoice shall be lodged within that term, but shall not lead to suspension of the obligation to pay.
- 5.5 In the event that the Other Party fails to effect payment within the term stated, the Other Party shall owe DEKRA Certification interest on the sum still due at a rate equal to 1% per month, starting on the due date and ending on the date of payment. In the event that the percentage of the statutory commercial interest rate is higher than the aforementioned percentage, the statutory commercial interest rate will apply.
- 5.6 In the event that DEKRA Certification takes measures for the recovery of debts or for the maintenance of its other rights in respect of the Other Party, the Other Party is bound to indemnify all expenses incurred by DEKRA Certification to this end. These expenses shall include all payments made to third parties called in for the execution of such measures and all expenses incurred by DEKRA Certification within its own organization, which may reasonably be attributed to the said measures.
- 5.7 Prior to the (further) execution of orders, DEKRA Certification is at all times entitled to require sufficient security to be furnished by the Other Party for its obligations towards DEKRA Certification.
- 5.8 In case the Other Party fails to observe the provisions of Articles 7.2, 7.3, 8, 16.2, 16.3 or 17, the Other Party shall forfeit a penalty to DEKRA Certification of EUR 25,000 (twenty-five thousand euros) for each incident at a maximum, notwithstanding the right of the latter to claim actual damages incurred. The Other Party remains at all times responsible towards third parties, including the public authorities concerned, for compliance with the relevant legal requirements.

Article 6 Cooperation by the Other Party

- 6.1 The Other Party shall, at its own cost (including shipping costs), make available to DEKRA Certification any and all materials, information and data required by DEKRA Certification to perform the assessment services agreed upon.
 - 6.2 Samples will be destroyed after the performance of the assessment, unless the Other Party has made a prior request in writing to return the same at its own cost.
 - 6.3 The Other Party shall allow DEKRA Certification access to the appropriate production locations and shall ensure the security of the persons concerned.
 - 6.4 In the event that continuation of DEKRA Certification's accreditations requires third-party witnessing of DEKRA Certification's assessments, the Other Party shall lend its full cooperation thereto.
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Article 7 **Reports and certification**

- 7.1 DEKRA Certification shall submit to the Other Party a written report of the results of the assessment performed.
- 7.2 The contents of the reports, exhibits, certificates and/or letters originating from DEKRA Certification may be published only if reproduced word for word, in their entirety and in the language in which they were written.
- 7.3 Unless DEKRA Certification has expressly granted the Other Party the right to use a certificate, certification mark and/or an attestation of conformity, the Other Party shall not in any manner suggest to third parties that there has been certification by DEKRA Certification, as intended in Article 14.

Article 8 **Confidentiality**

- 8.1 Each party shall treat as confidential any and all information received by the other party in the course of the performance of the services agreed upon or acquired in any other manner, the secrecy of which is known or should reasonably be recognized by the receiving party. Each party shall use such information only for the purpose of carrying out the obligations agreed upon. These obligations shall remain in force notwithstanding the termination or dissolution of the agreement(s) in question. The methods and techniques applied by DEKRA Certification shall in any event be deemed to be confidential.
- 8.2 DEKRA Certification shall be authorized to provide information to third parties on the basis of the applicable conditions of the relevant accreditation or designation of DEKRA Certification as a certifying institution. Likewise, if the request for an assessment is aimed at certification by a third party, DEKRA Certification shall be authorized to provide information to that third party.
- 8.3 The provisions of Article 8.1 do not apply to information which
 - a is or will become public without a wrongful act of the receiving party, or
 - b is lawfully made available to the receiving party by a third party without the obligation of confidentiality, or
 - c was demonstrably already in the receiving party's lawful possession prior to the receipt thereof, or
 - d was designated in writing as non-confidential by the Other Party, or
 - e is published or disclosed to the appropriate authority by the receiving party on the basis of a legal obligation or a standard of care that applies to the receiving party.
- 8.4 After the termination or expiration of the agreement(s) between the parties, each party shall, without delay, return to the other party the confidential information received from that party, subject to the right of the first party to retain one copy of such documents as proof of the test and certification results and for the event that a dispute between the parties arises.
- 8.5 DEKRA Certification's employees are bound to follow rules of conduct in order to guarantee the confidentiality and the independence of the assessment performed.

Article 9 **Subcontracting**

DEKRA Certification shall be entitled to engage third parties for the performance of the activities agreed upon, but assumes the full responsibility and liability therefore, without prejudice to the provisions of Article 11. DEKRA Certification shall ensure that the same obligations that apply to DEKRA Certification itself are applied to the aforementioned third parties.

Article 10 **Processing of personal data**

- 10.1 Insofar as DEKRA Certification processes personal data in the performance of the work, it shall be regarded as a processor as referred to in Regulation (EU) 2016/679 (General Data Protection Regulation; GDPR). The Other Party is the controller responsible for this personal data.
- 10.2 The processing of personal data by DEKRA Certification shall be limited to what is strictly necessary for the performance of the work. DEKRA Certification shall further only process the data on the basis of written instructions from the Other Party or insofar as it is legally required to do this.
- 10.3 DEKRA Certification shall destroy the personal data as soon as possible after the completion of the work, unless a legal obligation requires DEKRA Certification to retain it further.
- 10.4 Personal data is regarded as confidential information as referred to in article 8.
- 10.5 In case of subcontracting as referred to in article 9, DEKRA Certification shall inform the Other Party in advance about the third party/parties to be engaged, and give the Other Party the opportunity to file an objection against the respective party/parties.
- 10.6 DEKRA Certification shall inform the Other Party without unreasonable delay about an infringement in connection with personal data and, in that context, provide the Other Party with all the relevant (additional) information, unless it is not probable that the infringement in relation to personal data constitutes a risk to the rights and freedoms of natural persons. DEKRA Certification shall document the infringements and all relevant facts and circumstances with regard to the infringement.

Article 11 **Liability**

- 11.1 DEKRA Certification shall only be bound towards the Other Party to pay damages that are a result of a negligent failure of DEKRA Certification to carry out any of its obligations agreed upon on behalf of the Other Party or as a result of a wrongful act of DEKRA Certification, only if and insofar this is set forth in the provisions of these General Terms and Conditions.
- 11.2 DEKRA Certification's liability for any damage intended in Article 11.1 shall be limited to the amount of EUR 125,000 (one hundred and twenty-five thousand euros). In the event that the Other Party owes an amount exceeding EUR 125,000 (one hundred and twenty-five thousand euros) for the services agreed upon, DEKRA Certification's liability shall be limited to the amount that the Other Party owes for the services in question, up to a maximum of EUR 1,250,000 (one million two hundred and fifty thousand euros).
- 11.3 In no event shall DEKRA Certification be liable for any consequential damages, including but not limited to damages resulting from delay in the performance of the services agreed upon, loss of information of the Other Party, loss of profit, loss of sales and damage of reputation or goodwill of the Other Party or third parties.
- 11.4 Any liability for damages on the part of DEKRA Certification shall lapse if the Other Party has not informed DEKRA Certification in writing of the damages within thirty days after the date the damages were discovered or reasonably should have been discovered. DEKRA Certification's liability shall lapse in any case if the Other Party has not initiated legal action for the recovery of the damages within two years after the date of the performance of the services which caused the damage.

- 11.5 The Other Party shall indemnify DEKRA Certification against all damages that Dekra Certification may incur as a result of claims by third parties, including employees of DEKRA Certification, that are caused by or connected with services performed for the Other Party by DEKRA Certification. DEKRA Certification will not be entitled to appeal to this indemnity clause if and insofar as the damage to a third party is attributable to intent or wilful recklessness of DEKRA Certification or its operational management..
- 11.6 The limitations of liability of DEKRA Certification intended in these General Terms and Conditions do not apply to damages caused by willful misconduct or gross negligence on the part of DEKRA Certification or its management.
- 11.7 The limitations on the obligation to pay damages as well as the Other Party's obligation to indemnify in accordance with these General Terms and Conditions, are also stipulated for the benefit of DEKRA Certification's employees and for the benefit of third parties which DEKRA Certification has engaged for the performance of the obligations agreed upon.
- 11.8 DEKRA Certification shall not be liable for failure to fulfill any of its obligations in case the failure is caused by circumstances beyond DEKRA Certification's control (force majeure). During force majeure DEKRA Certification's obligation to fulfill its obligations shall be suspended. In the event that the performance of DEKRA Certification's contractual obligations is made impossible by force majeure for a period longer than thirty days, each party shall be entitled to dissolve the agreement without judicial intervention and without any obligation whatsoever to compensate the damages of the Other Party. In any case, force majeure shall be understood to mean measures imposed by the government.

Article 12 **Termination of the agreement**

- 12.1 Notwithstanding the provisions stated in the foregoing articles, in the event that the Other Party fails, fails to properly or fails to timely fulfill any of its obligations towards DEKRA Certification, DEKRA Certification shall be entitled to suspend performance of the agreement, or to dissolve the agreement without judicial intervention, in whole or in part, without any obligation for DEKRA Certification to pay damages, but without prejudice to DEKRA Certification's right to seek compensation for the detriment resulting from the Other Party's failure and the suspension or the dissolution of the agreement. The same applies if DEKRA Certification fears that the Other Party will fail to fulfill its obligations and the Other Party does not provide adequate security for such fulfillment upon DEKRA Certification's first request to do so. In those instances all accounts receivable by DEKRA Certification from the Other Party will become payable forthwith.
- 12.2 In the event of the Other Party's bankruptcy, suspension of payment, or liquidation, if the Other Party is placed under a trustee or administrator or under any other form of legal restraint, the Other Party will be deemed to be in default by operation of law; this will give DEKRA Certification the right, without formal notice of default and without judicial intervention, to dissolve the Agreement in whole or in part on the same conditions as stated above.

Article 13 **Disputes and applicable law**

- 13.1 Any disputes resulting from or connected with the execution of an agreement governed by these General Terms and Conditions shall, unless agreement is made to the contrary, be brought for settlement solely before the competent court in Arnhem, the Netherlands, notwithstanding DEKRA Certification's right to refer the dispute to another court which would be competent without this provision.
- 13.2 The conclusion and execution of the agreements governed by these General Terms and Conditions shall be governed by the laws of the Netherlands, unless agreement is made to the contrary.

IN THE EVENT THAT THE OTHER PARTY AND DEKRA Certification ENTER INTO A CERTIFICATION AGREEMENT, NEXT TO ARTICLES 1 – 13 THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY (these terms and conditions do not apply in case of certification by third parties)

Article 14 Certification agreement

The following provisions shall apply to all agreements entered into by DEKRA Certification in which the Other Party is granted the right to make use of a certificate, certification marks and/or attestations of conformity ("certification"). Only written agreements signed by both parties are valid.

Article 15 Fees

- 15.1 The fees agreed upon for the right intended in Article 14 will (also) serve to cover the certification and registration costs made by DEKRA Certification, and the Other Party shall pay such fees in advance.
- 15.2 Unless otherwise agreed, the inspections and follow-up assessment services performed by DEKRA Certification within the framework of the certification shall be charged against the rates then applicable, subject to the provisions of Article 5.

Article 16 Publicity and publications

- 16.1 DEKRA Certification shall be entitled to publish the issuance or withdrawal (if any) of the certificate or attestation of conformity. Moreover, Dekra Certification shall be entitled to publish the name and location of the certificate holder and the related standard and scope of the certificate in question with respect to an issued management system certificate.
- 16.2 The Other Party has no right to use DEKRA Certification's name for any other purpose than in connection with the certification by DEKRA Certification, without DEKRA Certification's prior consent in writing to do so and notwithstanding the provisions of Article 17.5. The Other Party shall make use of the certificates and/or attestations of conformity submitted by DEKRA Certification without detriment to the good name and reputation of DEKRA Certification. Any and all publications must be made in such manner that no wrong suggestion is made with respect to the field of use or the location for which the certification applies or with respect to the applicable standards or requirements. In case of certification of a management system or process only, the affixing of certification marks or other signs on the products is not permitted.
- 16.3 In the event that – in the opinion of DEKRA Certification – the Other Party has released false or incorrect announcements or publications, the Other Party shall be obliged to rectify the same, if requested to do so by DEKRA Certification, and to do so without delay and to DEKRA Certification's satisfaction.

Article 17 Compliance with rules and regulations

- 17.1 The Other Party shall comply with the applicable legal rules and directives as well as the requirements and provisions laid down by DEKRA Certification, and shall render assistance for the inspections and follow-up assessments. The Other Party shall be charged separately for samples purchased by DEKRA Certification in connection with such inspections and follow-up assessment.
- 17.2 In case of product certification, the Other Party guarantees that the products in question, to be introduced onto the market by the Other Party or on its behalf, correspond to the product type(s) assessed by DEKRA Certification. The Other Party shall – at the discretion of DEKRA Certification – deposit a sample or a description of such product at DEKRA Certification's premises ("Delivered Duty Paid" Meander 300, 6825 MD Arnhem, the Netherlands, in accordance with "INCOTERMS 2010").

If it proves that the marketed product does not correspond with the type assessed by DEKRA Certification, DEKRA Certification shall, notwithstanding the provisions of Article 17.5, be entitled to require the Other Party to:
 - remove or arrange for the removal of the product from sale and refrain from or prevent the sale of remaining stocks, and/or
 - warn the public about the product, and/or
 - recall or arrange for the recall of products (via the distribution channels) already sold to the public, and to do so in accordance with such instructions as DEKRA Certification may give and such requirements as DEKRA Certification may make concerning the activities in question.
- 17.3 In case of management system or process certification, the Other Party shall, during the term of the certification agreement, ensure the compliance of the management system or process with the applicable standard and the strict observance of the procedures and rules in question. The Other Party shall keep a protected quality or process manual at DEKRA Certification's disposal. Article 6 fully applies.
- 17.4 In case the Other Party resolves to make any alterations to the products, management system(s) and/or process(es) assessed by DEKRA Certification which may affect the conformity of the same with the relevant requirements and/or standards, the Other Party shall inform DEKRA Certification without delay about the alterations planned, including the data listed in the certificate or attestation of conformity in question. The certification agreement and the associated certificate shall apply to altered products, management systems or processes only if and from the time that such products, systems or processes are approved by DEKRA Certification.
- 17.5 The Other Party shall render all assistance to DEKRA in order to proceed with audits and/or inspections, whether announced or unannounced. The Other Party shall bear the costs of such audits and any possible follow-up assessments.
- 17.6 In case the Other Party does not meet the requirements laid down in the certification agreement and these General Terms and Conditions, DEKRA Certification shall be entitled to
 - a request the Other Party to nonetheless meet the requirements within a certain period of time and to charge the Other Party for a subsequent reassessment – Articles 4 through 13 of these General Terms and Conditions are fully applicable –; or
 - b withdraw or suspend the certification with immediate effect and publicize this withdrawal or suspension.In the event of withdrawal or suspension, the Other Party shall refrain from using the certificate, certification mark or attestation of conformity as well as suggesting in any manner whatsoever that it would still be entitled to use the same. The same applies in the event that the certification agreement expires by operation of law or is terminated by either party. When requested to do so by DEKRA Certification, the Other Party shall in those instances return the certificate or the attestation of conformity.
- 17.7 All certification marks and other signs must be used in the original layout, proportion and typography employed by DEKRA Certification. In the event that the certification is only related to a management system or process, the Other Party is not entitled to affix any certification marks or other signs of DEKRA Certification on its products. In case of product certification, the Other Party shall affix the marks and/or signs on the products in question in a visible, legible and indelible form and in accordance with the requirements stated in the law or laid down by DEKRA Certification. The Other Party shall not suggest to third parties that DEKRA Certification is responsible for the operations of the Other Party. The Other Party shall not make use of any marks or signs which may be confused with the certification marks and/or other signs covered by the certification agreement.

- 17.8 The Other Party shall maintain a record of all complaints and/or incidents relating to or involving products, management systems and/or processes certified by DEKRA Certification, and of any action taken by the competent authorities in connection with such complaints and/or incidents, and shall immediately make this record available to DEKRA Certification for perusal if asked to do so. The said record shall state how each complaint or incident was dealt with and whether corrective action was undertaken in response. In the event that complaints from third parties or inspections or other actions of the competent authorities could lead to the conclusion that the Other Party does not act in conformity with the procedures as assessed by DEKRA Certification in the framework of the certification, the Other Party shall inform DEKRA Certification accordingly in writing, without delay and at its own initiative.

Article 18 **Disputes and complaints**

- 18.1 Any complaint that the Other Party may have regarding the services rendered by DEKRA Certification shall be dealt with by DEKRA Certification in accordance with the applicable procedure as published on the website of DEKRA Certification.
- 18.2 In the event that DEKRA Certification receives complaints pertaining to products it has certified, DEKRA Certification will investigate the accuracy of such complaints. The complainant as well as the Other Party shall be heard and the results of the investigation shall be reported to them both. In the event that DEKRA Certification considers the complaint well-founded, the Other Party shall take measures without delay in order to satisfy the complainant insofar as possible and to prevent a subsequent complaint.
- 18.3 If decisions of DEKRA Certification qualify as a decision as provided for in the Netherlands' General Administrative Law Act (Algemene Wet Bestuursrecht), the Other Party, apart from having the right to lodge a complaint in accordance with the abovementioned complaints procedure, shall be entitled to lodge an objection in accordance with the provisions of the Netherlands' General Administrative Law Act (Algemene Wet Bestuursrecht). If DEKRA Certification should reject such an objection, the Other Party shall be entitled to appeal to the competent administrative law court in Arnhem within six weeks of DEKRA Certification rejecting the objection.
- 18.4 Article 13 shall apply to the settlement of all other disputes.

Article 19 **Indemnification**

The Other Party shall indemnify and hold DEKRA Certification harmless against any and all claims to recover damages resulting from products certified by DEKRA Certification and introduced onto the market by the Other Party, or resulting from the use of such products. DEKRA Certification shall not be entitled to this indemnification if and insofar as the damages of a third party are caused by willful misconduct or gross negligence on the part of DEKRA Certification or its management.

Article 20 **Term and termination of the certification agreement**

- 20.1 Unless agreement is made to the contrary, the term of the certification agreement shall be indefinite.
- 20.2 In case of a limited period of validity of the certificate(s) in question, each party shall have the right to give notice to terminate the certification agreement as of the date of the expiration of the current validity period of the certificate. In the event that the certification agreement covers more than one certificate, the agreement can be terminated with respect to each certificate as of the date of the expiration of the current validity period of the certificate in question. DEKRA Certification will not terminate the certification agreement unless continuation of the same cannot reasonably be required from DEKRA Certification for business reasons and notwithstanding the provisions of Articles 12 and 17.
- 20.3 In the event that the certificate(s) in question do(es) not have a limited period of validity, each party may terminate the agreement with respect to each certificate subject to three month's notice. The provision of the last sentence of Article 20.2 shall apply.
- 20.4 The certification agreement shall in any event expire with respect to each certificate in the event that the applicable statutory provisions and/or regulations expire or are altered in such manner that the certified products, management systems, processes or persons no longer comply therewith.

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