

General Terms and Conditions for the Provision of Services by TÜV NORD Czech, s.r.o.

I. Definition and validity of these Conditions

- These "General Terms and Conditions of TÜV NORD Czech, s.r.o." (hereinafter referred to as "GTC") shall apply to all Contracts concluded between Contracting Parties, TÜV NORD Czech, s.r.o. (hereinafter referred to as "TÜV") and its Customer – Ordering Party. These GTC shall apply to all legal relationships, which shall provide grounds for provision of all TÜV services regardless of performance of main or subsidiary obligations resulting from such legal relationship.
- Except for arrangements derogating from these GTC, which shall be in individual cases included in the Contract, Contracts may only be concluded with TÜV in accordance with the following provisions. When concluding a Contract or placing an order and confirming the order the Customer declares, they agree with the GTC. GTC always form an integral part of the Contract. Any contrary conditions on the part of the Customer within the Contractual relationship between TÜV and the Customer shall not apply, unless otherwise agreed in writing.
- The third party is the company whose cooperation is expected in a Contract or in an order, their cooperation is crucial for the performance of the TÜV service defined by the Contract, and is decisive for the order execution (manufacturer, assembly organisation, supplier, importer, etc.), shall it not be the Customer.
- The Contract is any legal relationship with TÜV, which provides grounds for provision of services.
- "Service" or "Services" in these GTC means every type of performance TÜV provides based on the type of Contract, including piece of work, inspection report or another output. Order performance and service provision means also fulfilment of work.
- These GTC shall be governed by the relevant provisions of Law No. 89/2012 Coll., Civil Code as amended (hereinafter referred to as "The New Civil Code").

II. Conclusion of the Contract

- A Contract with TÜV is deemed to be concluded only after the Customer accepts an offer by TÜV (in a Contract) without reservations or if the Customer receives a written confirmation of the Contract (i.e. order confirmation) from the Contractor. The Contract is deemed to be concluded if TÜV commences the provision of the services according to the order or is allowed by the Customer to perform an order. If TÜV issues a written order confirmation, such order confirmation is decisive in terms of content and scope of the Contract, unless agreed otherwise in writing.
- Any modifications, ancillary arrangements and additions are fully set forth in writing, in the form an amendment to the Contract. Quality assurance, where applicable, requires a written confirmation by TÜV in order to become valid and effective. This also applies to cancellation of this clause.

III. Performance of the Contract and Customer's Obligation to Participate

- Except as provided otherwise in individual cases, TÜV shall only be obliged to provide the services exclusively pursuant to the following provision of the Contract and exclusively in compliance with legal regulations. Providing the scope of the required service is not sufficiently described in the Contract or in the order, it is necessary to specify it in an additional agreement between the Contracting Parties. If it turns out, that such specification causes increase in costs incurred by TÜV for the performance of the Contract, the Customer is obliged to respect the modified pricing arrangements. On this basis, the Contractual Parties shall modify the Contract in the form of a written amendment. The Contract shall be concluded according to the principles of mutual benefit.
- TÜV shall provide the accredited services of the inspection body, laboratories, certification bodies and the authorised activities according to the valid national and adopted international standards and regulations, which contain requirements for these services and the competence of the accredited bodies. As part of the provision of these services, the Customer is obliged to tolerate the presence of employees of bodies and authorities that perform audit, supervision or inspection of the performance of activities carried out by TÜV. TÜV shall always inform the Customer in advance about the reason for the presence of these employees.
- TÜV has no liability for the correctness of regulations, standards, directives and instructions of the Customer applicable on TÜV performance according to the Contract with the Customer. TÜV has no liability for defects caused by incorrectness of hereby-applied regulations, standards, directives and instructions of the Customer.
- TÜV shall not be obliged to provide a compensation or replacement for any utilization or destruction of Customer's objects and samples within to the qualified performance of their services. TÜV has no liability for damage thus incurred. Customer, whose headquarters or premises provide space for the performance of TÜV services, has liability for every loss or damage incurred to all the TÜV devices and equipment, which is placed in the Customer's premises for the purpose of the performance of the Contract. If, as a consequence of the performance of TÜV services at the Customer's workplace, TÜV equipment or measuring devices are damaged or destroyed or lost for the reasons not attributable to TÜV, TÜV shall be entitled to demand on the Customer compensation for damage incurred under § 2193, The New Civil Code. Transport and, where relevant, return of Customer's objects shall be reimbursed by the Customer. Customer shall also bear the risk, but return shall only be realized at the Customer's express request. Where Customer's objects are required to be retained by TÜV, their handling shall only be limited to the standard unqualified care, unless otherwise specified in the Contract. Storage of objects does not fall within the scope of business of TÜV.
- The Customer shall inform TÜV or ensure TÜV has been informed completely of all facts relevant and crucial for the performance of TÜV services according to the Contract. TÜV is not obliged to review the accuracy and completeness of data, information or other matters provided by the Customer, insofar as it is not a part of the performance of TÜV services. The breach of these conditions by the Customer shall be considered as a failure to participate. TÜV does not assume liability for the correctness of safety rules, regulations or programmes that provide grounds for the testing carried out by TÜV and the expert opinion, unless these rules, regulations and programmes are provided directly by TÜV, or these were the subject of the ordered testing. TÜV has no liability for correctness and functionality of tested objects with respect to their technical safety, unless it is a part of the order and these obligations arise from the Contract.
- A failure to secure entry to the premises, to provide access to equipment and documentation, crucial for the perfect performance of the services at the expected quality level, a failure to provide a responsible contact person, or other persons whose presence is strictly necessary and decisive for the perfect performance of the service, the unjustified and unforeseeable downtime from the performance of the service also by the third party, a failure to timely notify the time and place of performance of the audit,

inspection and testing are considered as a failure to participate. "Timely notification" means at least two days beforehand, unless otherwise specified in the Contract.

- The Customer is obliged to ensure the required cooperation with TÜV for the performance of the ordered service at their own expense or at the third party's expense. If the Customer or the third party does not fulfil their obligation to participate in a timely manner and properly, TÜV shall be entitled to charge the Customer extra expenses thus incurred. Claims for the compensation for damage are not affected hereby.
- If TÜV is active outside of its premises, the Customer shall be responsible for any measures required in order to fulfil obligations arising from safety and sanitary regulations, in particular, to ensure that the TÜV employees, or auditors/supervision/inspection personnel according to the Article III. Section 2. of these GTC have been provably informed about risks, safety and fire rules applicable to a relevant workplace, if necessary, to ensure a qualified accompanying personnel, unless it results from the nature of things or it is specified in the Contract with the Customer otherwise. TÜV is authorized to refuse performance of the service for as long as required measures are not taken. In any particular case, the Customer is obliged to inform TÜV in writing in advance of any measures specified in this Section, which are necessary in accordance with the applicable regulations.
- The Customer is obliged to hand over to TÜV the objects and documents, which shall be provided by the Customer for the performance of the service, without undue delay after the conclusion of the Contract. Delay in handover of the object and documents shall be added to the deadline for the performance of services and the corresponding provisions of these GTC concerning a failure to participate apply.
- TÜV is authorized to have the services owed under this Contract performed by a selected subcontractor. In the event of authorized and notified activities and activities carried out by the Notified Body, or at the Customer's request TÜV is obliged to inform the Customer of such. The Customer has the same obligations, arising from the Contract and these GTC, towards the subcontractor and towards TÜV.
- If the Contract includes services pertaining to the Customer's EDP system, TÜV has no liability for their loss. The Customer is obliged to back up data in their possession and is obliged to recover the lost data if such necessity occurs.

IV. Deadlines and Schedules

- Deadlines and schedules are negotiated in the Contract or in a written order confirmation. If they have not been negotiated, the service shall be provided within a time limit proportionate to its character, unless specified by an individual arrangement in writing for a particular case. If a binding deadline for the provision of services is not expressly agreed upon, TÜV defaults only if the Customer has first given a written deadline to provide the service owed and such deadline has expired unsuccessfully. In any event, deadlines commence only after the complete provision of any and all obligations owed by the Customer, i.e. the objects, documents and other requirements, necessary for the service performance have been completed, and, insofar, as an advance payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to additional works or the Customer's delayed participation.
- If the service owed by TÜV is delayed due to unforeseeable circumstances and through circumstances, for which TÜV is not at fault (e.g. force majeure, strike, disruption of operation, transportation disruption, shortage of resources, official measures, legal strikes, natural disasters, epidemics, pandemics state-declared quarantine, emergency, war, mobilization, embargo, confiscation of property, civil unrest, etc.), TÜV is authorized to defer the delivery or the service for the duration of the delay. If these circumstances last longer than six weeks, TÜV is authorized to withdraw in whole or in part from the Contract. TÜV will immediately inform the Customer about the non-availability of the service and the way of addressing the circumstances. In the event of a withdrawal from the Contract, TÜV will reimburse any services in return already provided for the reasons referred to in this Section. Customer's claims for compensation for damage suffered for the reasons referred to in this Section are excluded. All Contracts affected by force majeure lose their futures contracts with immediate effect, without any entitlement to the sanction by the Customer.
- In case of default by the Customer in the acceptance of the service or if the Customer violates any other obligation to participate, TÜV is entitled to demand compensation for any damage it may suffer, including any extra expenses incurred. The Customer is obliged to ensure a written confirmation of the performance of the service at their place of business or the third party's place of business by an appointed employee (by the Ordering Party or the third party) or by an employee responsible for the participation.
- In case of default by TÜV for reasons attributable to them, such a default would imply insignificant breach of the Contract. If such default causes damage to the Customer, TÜV is obliged to pay the contractual penalty equivalent to the damage incurred or at the rate of 5% of the contract price, whichever is the smaller. The payment of the contractual penalty implies the claims for compensation for damage suffered to the Customer will terminate. The Contractual Parties have expressly agreed that the circumstances excluding liability under Section 2 § 2913, The New Civil Code and pursuant to Article IV. Section 2. of these GTC apply to the obligation to pay a contractual penalty.

V. Acceptance

- The Customer is obliged to accept the fulfilment of the Contract and accept the services provided in the time limit defined in the Contract or confirm the order. The Customer is not entitled to refuse acceptance of insignificant defects that do not have a material effect on the fitness of the service pursuant to the contractual purpose. In case the Customer refuses acceptance of the fulfilment of the Contract, contrary to this provision, the fulfilment of the Contract is deemed to be accepted or taken over. The fulfilment of the Contract should be accepted or taken over within the time limit of 14 days after it has been rendered, unless otherwise specified in the Contract. TÜV is also authorized to request partial acceptance from TÜV, under the conditions specified in this Section.
- If the Customer claims a retention right (lien) due to defects, or other claims for defects in performance apply the Contractor shall review its service. If the Customer's retention is proven to be unjustified and the performance proves to be without defects, the Customer shall bear all incurred additional costs, including costs relating to the performance quality review.
- Intellectual services, i.e. services, outcomes of which are not materialized, shall be deemed to have been accepted if the Customer does not expressly raise objections (claims) in writing within 30 days of the receipt (performance) of such services. In case of such objections, TÜV shall check its performance. If an objection raised by the Customer proves unjustified, the Customer shall bear the extra expenses incurred.
- Provision of services, such as checks, supervisions or testing is defined as the transmission of the written documentation, which takes into account results of the

provision of the service or confirmation of the checks completed. This is done by stamping the Customer's documentation with an iron-marking stamp or a TÜV stamp, if the transmitted documentation or the confirmation by TÜV are sufficient for the release of the product or the service, on which checks or testing have been conducted by TÜV. Certificates and test reports are usually delivered after the payment of the invoice for TÜV services has been made. Certificates, protocols and other documentation issued by TÜV are assets of TÜV until the total amount of the invoice for these services has been paid. They cannot be treated without prior consent, unless another provable agreement has been concluded.

VI. Prices and Payment Terms

1. The price provided by TÜV in the offer or the price list (or otherwise) charged for the respective service is decisive, plus statutory value-added tax insofar as such is applicable, or the price is the subject of an offer, as the case may be. Invoices issued by TÜV are payable within 15 days from the date of the invoice, without any cash discounts, free of charge, unless agreed otherwise. TÜV reserves the right to request appropriate instalment payments and advance payments.
2. If, within the scope of existing contractual obligation and long-terms Contracts, TÜV's prime costs increase, TÜV is authorized to an appropriate price increase commensurate with the increase of its prime costs. If the Customer does not consent to such price increase, they are authorized to withdraw from the Contract within four weeks after receipt of such notification of a price increase. A notice period for a Contract termination is two months and runs from the first day of the following calendar month after a notice has been delivered. If the Customer does not withdraw from the Contract, the increase is deemed to be mutually agreed upon.
3. If the Contract is based on a cost estimate, and if it turns out during the performance of a service that the costs will exceed the amount estimated (vis-à-vis the Customer in writing) by more than 20%, TÜV will notify the Customer. In this case, the Customer is authorized to terminate the Contract with immediate effect, within two weeks after receipt of such notification of a cost estimate increase.
4. In the event of termination of Contract by notice according to previous provisions, TÜV is authorized to request partial remuneration commensurate with the services already provided prior to the date of the Contract termination. Furthermore, TÜV is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services. Similarly, it applies also to a withdrawal from the Contract or termination of the Contract by mutual consent.
5. Where no fixed price has been negotiated, it shall be necessary to negotiate the way of the formation of a negotiated price in the Contract or in the order confirmation. The price comprises an hourly rate, travel time and other necessary and appropriately allocated expenses of TÜV (i.e. travel expenses, allowance, material consumption, use of own equipment, etc.).
6. If upon conclusion of the Contract it turns out, that TÜV's claims vis-à-vis the Customer are at risk due to the Customer's lack of ability to perform, TÜV is authorized to perform outstanding services only against advance payment or provision of a security. TÜV is also authorized to perform outstanding services against the payment for partial services already provided, and – after unsuccessful expiration of a grace period – is authorized to withdraw from the Contract.
7. The Customer is entitled to credit own receivables against the payment of TÜV invoices only if the receivables are legally ascertained, acknowledged by the court, undisputed or acknowledged by TÜV in writing. It applies to the exercise of the retention right (lien) by the Customer accordingly.
8. The Customer is not entitled to assign or pledge its potential receivables from TÜV to the third party.
9. The price is deemed to be paid on the time when the amount is credited to the TÜV's account.
10. In case of payment default, the Customer owes default interest payable to TÜV in the amount of 0.1 % for every day of default.

VII. Liability for Defects and Compensation for Damage

1. In the event of defective service provided by TÜV, the Customer shall grant TÜV opportunity to supplementary performance, at least twice, within grace periods. TÜV may rectify the defect at its own choice or provide the service once more without defect. If supplementary performance is unsuccessful, the Customer is authorized to reduce remuneration or to withdraw from the Contract. The right to withdraw from the Contract does not apply if the value or usability of services provided are reduced only to an inconsiderable extent and the breach of the Contract is thus insignificant.
2. The Customer is authorized to withdraw from the Contract provided special circumstances exist, which justify withdrawal from the Contract considering the bilateral interests of the Contracting parties and provided the breach of the Contract by TÜV is significant.
3. The Customer shall inform TÜV no later than two weeks after acceptance of any obvious defects, which may affect the fulfilment of the Contract. The Customer shall inform TÜV of any hidden defects no later than within two weeks after discovery of such.
4. Liability for damage is stipulated by § 2913, The New Civil Code. Provisions of Article IV Section 4 of these GTC are not affected. The maximum compensation for damage caused by TÜV, which arises from the breach of Contractual obligations, should not exceed the amount of EUR 1,000,000.

VIII. Place of fulfilment

1. Place of fulfilment for all services is the TÜV's office, unless otherwise specified in the Contract.

IX. Licence rights

1. Services provided by TÜV during the fulfilment of the Contract (e.g. expert opinion, inspection report, etc.) may be utilized only within the scope of the contractually negotiated purpose. TÜV grants to the Customer a non-transferable utilization right that is limited in terms of duration and location and cannot be transferred to the third party without a prior consent of TÜV. Its services are subject to copyright protection and cannot be distributed or published without a prior consent of TÜV in writing. The Customer is not authorized to process or modify the TÜV services.
2. TÜV grants a right to the utilization of "quality marks" and certificates to the negotiated extent, such may be utilized only for the contractual use and only in the unmodified form or shape as provided by TÜV.

3. Any utilization of TÜV brands and other identifying trademarks, trade names or any part thereof, which are owned by TÜV (for example the word mark/design mark "TÜV NORD") requires the TÜV's prior written consent.
4. If the Customer violates the above provisions of these GTC, TÜV is authorized to prohibit the continued utilization of services, trademarks, or identifying marks and any part thereof. The Customer is upon first request by TÜV obliged to compensate TÜV for the damages incurred as a result of the breach of contractual obligations defined in this Section of these GTC (in particular third party claims exercised against TÜV).

X. Obligation to Confidentiality

1. The Contracting Parties are each obliged to maintain confidentiality regarding decisive information obtained when fulfilling the Contract, with respect to operation, workers, working methods and technological procedures, which are referred to as "trade secrets" in compliance with § 504, The New Civil Code. Similarly, the obligation to confidentiality applies to other facts decisive for the performance of the other Contractual Party, regardless of whether the Party concerned has been informed by the other Party or has acquired such information as a result of its own activities. This obligation continues for a term of 5 years after termination of this Contract.
2. The obligations and restrictions referred to in the preceding Section do not apply to any information that:
 - a) is public knowledge or becomes public knowledge, unless such is based on a violation of this declaration; or
 - b) must be disclosed due to statutory obligation or orders of a court or an official authority; such information shall be either announced or made public respectively; or
 - c) can be proven to have already been known to the recipient upon conclusion of the Contract; or
 - d) is disclosed by third parties without such parties violating a confidentiality agreement or statutory provisions.
3. TÜV is authorized to retain records for the purpose of its service related documentation according to the Contract and in connection with the service-specific statutory requirements.

XI. Data Protection

1. In the event that TÜV shall, in the course of its activities process in whatever manner personal data of the Customer or the third party's data provided by the Customer, TÜV shall undertake to treat all personal data in accordance with applicable legal regulation. In particular, in accordance with Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "Regulation"). For detailed information on data protection, please visit <https://www.tuev-nord.com/cz/cs/ochrana-dat>.
2. If the Customer does not consent to such processing of personal data for any other purpose, TÜV shall process their personal data only pursuant to the contractual purpose to ensure the fulfilment of TÜV's obligations. Such data may be processed also for marketing purposes to the extent that does not require the consent of a data subject under the applicable legal regulations.
3. The Customer has the right to require access to their personal data, they are entitled to have them corrected, erased or restrict their processing. The Customer has the right to object to processing of personal data, to transfer them to another administrator as well as to lodge a complaint with Personal Data Protection Authority if they consider that TÜV contradicts the Regulation when processing the personal data.

XII. Jurisdiction and Applicable Law

1. The Czech Republic is the place of jurisdiction for all disputes between Contracting Parties.
2. The law of the Czech Republic applies to all legal relations between Customer and TÜV.
3. The CISG (The United Nations Convention on Contracts for the International Sale of Goods) is expressly and entirely excluded.

XIII. Final Provisions

1. If any of the provisions of this Contract is or becomes ineffective, this will not affect the effectiveness of remaining provisions. The Contracting Parties undertake to replace the ineffective provision with another, which is as close as possible in its economic purpose of the Contract and mutual interests of Contracting Parties to the provision to be replaced.
2. Any exceptions to these GTC will only apply if and insofar as they have been agreed upon in the Contract.
3. Acceptance of "General Terms and Conditions for the Provision of Services by TÜV NORD Czech, s.r.o." implies the Customer undertakes and confirms, that in the event of the "Conformity assessment conducted by the Authorised Body AO 248, a recognized independent organization, or Notified Body NB 1221" the provision of services or any part thereof within an integral conformity assessment module according to the relevant Government Decrees, Decrees and EU Directives, has not been and shall not be agreed upon with another Authorised (Notified) Body. Furthermore, the Customer undertakes to fulfil all legal and statutory obligations, which are required in relation to the conformity assessment.
4. These GTC shall become effective on 08. 06. 2020.

In Prague, 08. 06. 2020

By:
Ing. Jan Weinfurt, m.p.
Managing Director
TÜV NORD Czech, s.r.o

By:.....