

General Terms and Conditions of services TÜV NORD Czech, s.r.o.

I. Interpretation and validity of these Terms and Conditions

- These "General Terms and Conditions" TÜV NORD Czech, s.r.o. shall apply to all contracts concluded between contracting parties, TÜV NORD Czech, s.r.o. (TÜV) and its customer. These Terms and Conditions shall apply to all legal relations which shall provide grounds for provision of all TÜV services regardless of performance of main or subsidiary obligations.
- Subject to any deviating agreements in individual cases which shall be stated 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 he agrees to TÜV terms and conditions if the operation of these terms and conditions is expressly specified in the contract documentation. "General Terms and Conditions" form an integral part of the contract. Any contrary conditions on the part of the customer within the contractual relation between TÜV and its customer shall not apply, unless otherwise agreed in the contract.
- The third party is the company whose cooperation is expected in a contract or in an order, it 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.), if it is not the customer.
- The contract is any legal relation with TÜV, which provides grounds for provision of services.
- "Service" or "services" apply in these "General Terms and Conditions" to every kind 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.

II. Conclusion of Contract

- A contract with us shall be deemed to have been concluded only when the customer has accepted TÜV offer (contract) without reservation or TÜV sends out TÜV written acknowledgement of the order (i.e. confirmation of the order). The contract shall be deemed concluded also when TÜV commences performance of the service according to the order. If TÜV issues a written acknowledgement of an order, this shall determine the content and scope of the contract where nothing different has been expressly agreed.
- Any changes, ancillary agreements and additions or possible quality assurance must be confirmed by TÜV in order to be effective; this must be done in writing. This also applies with respect to cancellation of the present clause.

III. Performance of Order and Customer's Obligation to Cooperate

- Provided nothing different has been expressly agreed, we shall only be obliged to render the services exact specified in the contract provided 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 possible for the customer and the contractor to make a mutual agreement afterwards. This specification shall not cause unexpected higher costs to the contractor, if so the price terms shall be changed or it shall be acted under contract within the mutual convenience.
- TÜV shall render the accredited services of the inspection body, laboratories, certification bodies and the authorised performances according to the valid national and assumed international standards and regulations which content requirements for these services and the competence of the accredited bodies.
- TÜV does not guarantee 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.
- For any assumption or destruction of customer's objects and samplings due to the qualified performance of our services TÜV shall not be obliged to provide a compensation or replacement. Customer, whose headquarters or premises provide space for performance of TÜV services, has liability for every loss or damage of all the TÜV devices and equipment, which is placed in the customer's premises for the purpose of execution of the contract. If, as a consequence of TÜV services in the customer's workplace, TÜV equipment or measuring devices is damaged or destroyed or lost for the reasons not attributable to TÜV, TÜV shall be entitled to demand on the customer compensation of damage under § 2193 New Civil Code. Transport and, where relevant, return of customer's objects shall be implanted at the customer's expense and risk; but return shall only be implemented only at the customer's express request. Where objects are required to be retained by TÜV, our handling shall only be limited to the standard unqualified care unless otherwise specified in a contract. Storage of objects is not a sphere of TÜV business.
- The customer shall inform TÜV or ensure TÜV being informed completely of all facts relevant and crucial for the performance of TÜV services according to the contract. TÜV is not obliged to check that data, information or other matters provided by the customer are correct and complete where it is not a part of the performance of TÜV services. The breach of these conditions on the part of the customer shall be deemed as a failure of the cooperation. TÜV does not assume liability for the correctness of safety rules, regulations or programmes as a base for the test provided by TÜV and expert's report unless these rules, regulations and programmes are provided directly from TÜV or these are the subject of the order of the test. 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.
- No ensured access into areas, to equipment and documentations crucial for the perfect performance of the service with the expected quality level, no provision of an employee responsible for the cooperation or of other persons whose presence is deciding for the perfect performance of the service are deemed as the breach of the customer's obligations to cooperate. The unjustified and unforeseeable delays during the performance of the service of the third part as well, no notification in time and place of performance of the inspection and testing activity of TÜV in time are deemed as the breach of the customer's obligations to cooperate. In time means at least two days before unless otherwise specified.
- The customer shall be obliged to ensure the required cooperation to TÜV for the performance of the ordered service at his own expense or at the third party's own expense. If the customer or the third party does not fulfil their obligation to cooperate in time or properly TÜV shall be entitled to charge extra expenses incurred in this way to the customer. Claim for the compensation for damage is not affected hereby.
- If TÜV performs the activities outside its corporate site, the customer shall be obliged to take all measures necessary for the fulfilment of obligations based on security and sanitary regulations especially to ensure that his employees have been provably

informed about risks, safety and fire rules valid for an actual workplace, if required to ensure a qualified accompaniment unless it results otherwise from the character of the matter or from the agreement with the customer. TÜV shall be entitled to refuse performance of the service as long as the necessary measures have not been taken.

- The customer shall be obliged to hand TÜV the objects and documents over, which shall be provided by the customer for the performance of the service, without undue delay after the conclusion of the contract. The period for the performance of the service shall be extended with the delay in the handing over of the objects and documents and the corresponding conditions of these "General Terms and Conditions" about no provision of the cooperation can be applied.
- TÜV is entitled to delegate a subcontractor to perform services concluded in the contract. The customer has identical duties, arising from the contract, towards such subcontractor as towards TÜV.
- In case TÜV during its performance works with customer's data in the electronic form, TÜV has no liability for loss of the data. The customer shall be obliged to make a backup copy of all the data on regular basis, at least once a day in a customary way. The customer shall restore the lost data if such necessity occurs.

IV. Periods and dates

- Periods and dates are concluded in the contract or by a written confirmation of the order. If they are not concluded, the service shall be performed in the time adequate to its character unless special clauses in writing have been concluded in a particular case. Providing no periods and dates are concluded, we are in default only when the customer has defined TÜV the adequate period to render performance unsuccessfully in writing before. In any event, the period does not start until the objects, documents and requirements necessary for the performance of the service have been completely provided by the customer or we have accepted the concluded payment in advance. Additional work or delayed rendered fulfillments of the customer extend adequately the time of the performance of the service.
- If the service to be provided by TÜV is delayed owing to unforeseeable circumstances which are not our fault (e.g. acts of God, labour disputes, operational disturbances, transport hindrances, lack of raw material, official measures etc.), and these circumstances persist for more than six (6) weeks, TÜV shall be entitled to withdraw in whole or in part from the contract or at TÜV discretion to postpone completion of the service by the length of time the hindrance lasts. TÜV shall inform the customer about this situation and its solution without delay. In case of withdrawal from the contract, TÜV shall refund rendered fulfilment of the contract to the customer. Claims for compensations are hereby excluded.
- If the customer delays acceptance of the service or violates any other obligation to cooperate, TÜV shall be entitled to demand compensation for any damage we may suffer, including any extra expenses incurred. The customer shall be obliged to ensure an acknowledgement of the performance of the service in his workplace or in the workplace of the third party by an employee responsible for it (by the customer or by the third party) or by an employee responsible for the cooperation; this must be done in writing.
- If TÜV is in default for reasons attributable to TÜV, such a default would imply insignificant breach of a contract and if such default causes damage to the customer, TÜV shall be obliged to pay the contractual penalty in the amount of damage caused or 5% of the price of the order, shall it be limited to the least expensive option. By paying the contractual penalty claims for customer's compensations are hereby excluded. The contractual parties have explicitly stated that circumstances excluding liability according to § 2913, section 2 the New Civil Code and according to Article IV. Sections 2 refer also to the duty of a contractual penalty payment.

V. Acceptance

- The customer shall be obliged to take over the fulfilment and accept the services provided in the time stipulated by the contract. Shall the fulfilment have displayed unsubstantial defects which do not prevent its use according to the contract or otherwise do not impede its purpose, the customer shall not be entitled to refuse take over or receipt of the fulfilment. In case a customer refuses fulfilment or receipt, which conflicts with this stipulation, the fulfilment is considered as accepted or taken over. The fulfilment should be accepted or taken over within the time limit of fourteen (14) days after it has been rendered.
- Shall the customer exercise the right of retention (lien) by reason of rendering the damaged fulfilment, or other claims on defects of fulfilment and the fulfilment proves to be correct, the customer's objection is considered unjustified and the customer shall be obliged to cover all expenses to TÜV in this matter, including extra expenses on a fulfilment quality review.
- Intellectual services, i.e. services with no material outcomes, shall be deemed to have been accepted if the customer does not expressly lodge objection in writing within thirty (30) days of the receipt (fulfilment) of such services. In the case of such objections TÜV shall check its services. If an objection lodged by the customer is found to be unjustified, he shall bear the extra expenses involved.
- The provision of the service such as checking, supervision or testing means handing over of the written documentation which takes into account results of the performance of the service or confirmation of the checking by an iron marking stamp or a stamp of TÜV in the documentation of the customer if the handed documentation or the confirmation by TÜV are sufficient for the release of the product or the service on which our checking or testing activity are performed. The delivery of the certificate and the test record sheet is usually realised after the payment of the invoice for our services.

VI. Prices and payments

- The decisive criterion is the price quoted by us plus statutory value added tax – where applicable. Our invoices are payable in fifteen (15) days, without deduction of discounts and other expenses, unless otherwise agreed. We shall retain the right to demand an adequate payment in instalments and advance payments.
- Based on lasting contractual long-term obligations TÜV shall be entitled to increase the price of its services in case of a real costs increase; if the customer does not agree with a price increase the customer may withdraw from the contract within the period of four (4) weeks after such price increase demand has been delivered. The notice period for a contract termination is two (2) 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, a price increase is considered stipulated.
- Where no fixed price has been agreed and it is established during the performance of a service that the costs will exceed the amount quoted to the customer (announced to the

contractor in writing) as an estimate by more than 20%, we shall notify the customer of this. The customer shall be entitled in such a case to terminate the contract with immediate effect, within the period of two (2) weeks after the estimated price increase has been notified.

4. Where the contract is terminated by notice according to previous articles, TÜV shall be entitled to invoice the services rendered before the date of the contract termination, including the expenditures on rendered performance. Similarly it applies a withdrawal from a contract or termination of a contract on the basis of mutual agreement.
5. Where no fixed price has been concluded, it shall be necessary to conclude the way of the determination of price in the contract or in the confirmation of the order; this way is based on the price list of the contractor (TÜV). The price is usually determined by hour rate, travel time and other necessary and appropriately expended expenses of the contractor (TÜV), i.e. travel expenses, allowance, material consumption, use of own equipment, etc..
6. Should TÜV receive notice of circumstances after conclusion of the contract which are likely substantially diminish the creditworthiness of the customer, TÜV shall be entitled to render yet unpaid services only against advance payment or provision of security, alternatively after the rendered services have been paid, and to withdraw from the contract once a deadline set for this purpose has passed without result.
7. The customer shall be entitled to credit own receivables against payment of TÜV invoices in a case the receivables are legally effective, approved by a court of justice, indisputable or recognized by TÜV in writing. The same applies to the exercise of the right of retention (lien).
8. The customer is not entitled to assign or deposit its potential receivables to the third party.
9. In case of default payment the customer shall be obliged to cover to TÜV the contractual default interest in the amount of 0.1 % for every day of default.

VII. Warranties

1. In case TÜV services rendered are defective, the customer shall to give TÜV an opportunity to subsequent improvement within the reasonable period, at least in two successive attempts. TÜV shall stipulate the right to either eliminate defects of fulfilment or deliver a perfect order fulfilment. Provided the subsequent improvement has failed even in the second attempt the customer shall be entitled to withdraw from the contract or to diminish the agreed prices. The right to withdraw from the contract shall be excluded if the value or the suitability of services rendered is only inconsiderably diminished and the contract is hereby breached only to an unsubstantial extent.
2. The customer shall be entitled to withdraw from the contract provided existence of special circumstances which justify withdrawal from the contract considering the bilateral interests of the contracting parties and provided the contract is breached by TÜV to a substantial extent.
3. The customer is obliged to announce existence of any apparent defects which may affect the fulfilment of the contract within a two (2) week period after the delivery of fulfilment (acceptance). The customer is obliged to announce any hidden defects of the fulfilment within a two (2) week period after its detection.
4. Liability for damage is stipulated by § 2913 the New Civil Code. The Article IV. Section 4 of "General Terms and Conditions" is not affected. The maximum compensation for damage caused by TÜV which arises from the breach of contractual duties should not exceed the amount of EUR 1,000,000.

VIII. Placement of performance

1. The place of performance for the service is the TÜV office, unless otherwise specified in the contract.

IX. Licence rights

1. The customer shall be entitled to use the result of TÜV performance (expertise, test record, and so on) only in accordance with a contract and its purpose. The customer is granted a right of use of it, which cannot be transferred to the third party without prior TÜV consent. Its distribution or publishing without TÜV prior consent in writing is prohibited. The customer is not entitled to change the piece of work.
2. The customer shall be entitled to use the "quality mark" and the certificates provided by TÜV only for its purpose and within the scope defined in the contract. The form of such shall remain unchanged from the customer's side.
3. Any trademarks, markings, trade names or their parts which belong to TÜV property (i.e. "TÜV NORD") shall not be used by the customer without a prior consent in writing.
4. If the customer breaches obligations stipulated in this Article of "General Terms and Conditions" TÜV is entitled to prohibit further use of work, marking, trademark or its parts. The customer is obliged to compensate damaged attributable to the breach of obligations stipulated in this Article of "General Terms and Conditions", immediately after the first demand has been lodged (this applies in particular to third party demands exercised against TÜV).

X. Confidentiality

1. The contracting parties shall be duty-bound to maintain confidentiality regarding decisive information obtained when fulfilling a contract, with respect to operation, working and technological methods which are referred to as "trade secrets" in compliance with § 504 the New Civil Code and in accordance with other decisive information necessary for other contracting party performance. The contracting party may be either informed about subject information from the other party or may acquire such information as a result of their own activity. The duty to maintain confidentiality lasts also after the termination of the contract, for a five (5) year period after the contract has been terminated.
2. Foregoing duties and restrictions do not apply to the following information:
 - a) Information is commonly available or will be made public subsequently otherwise than resulting in breaking this declaration; or
 - b) Information is provided in a scope required by a law, a judicial verdict or a resolution of another public authority; such information shall be either announced or made public respectively; or
 - c) Information is already available to the recipient as of the date of signature of this declaration; or
 - d) Information is provided to the recipient by the third party without restricting condition on its use or confidentiality requirement.

3. TÜV shall be entitled to keep complete documentation related to its services according to the contract.

XI. Place of jurisdiction and applicable law

1. The place of jurisdiction for disputes between contracting parties shall be the Czech Republic.
2. For all legal relations between customer and TÜV the law of the Czech Republic shall apply exclusively.

XII. Concluding provisions

1. If one or more of the foregoing conditions are or become ineffective, this shall not affect the effectiveness of the other provisions. The ineffective conditions shall be replaced by such provisions as come closest to fulfilling the economic purpose of the contract and to preserving to a reasonable degree the mutual interests of the parties.
2. The exceptions from these "General Terms and Conditions" shall be established by agreement.
3. With the acceptance of these "General Terms and Conditions" of services TÜV NORD Czech s.r.o." in case of the service "Conformity assessment by the authorised body AO 248" the customer binds and declares that the service or its part within an indivisible module of the conformity assessment according to the corresponding regulations of the Government has not been and will not be concluded with a different authorised (notified) body. Further he binds that he will fulfil all legal obligations and obligations of bylaw which are required in connection with the conformity assessment.
4. These "General Terms and Conditions" shall become effective January 1, 2014.

In Prague, date 1.1.2014

Ing. Jan Weinfurt, Managing Director
TÜV NORD Czech, s.r.o.