

General Terms and Conditions for Services Provided by TÜV NORD Czech, s.r.o., ID No. 45242330

I. Definition of terms and effectiveness of these terms and conditions

- These "General Terms and Conditions of TÜV NORD Czech, s.r.o." (hereinafter referred to as "GTC") apply to all contracts concluded between TÜV NORD Czech, s.r.o. (hereinafter referred to as "TÜV") on the one hand and its customer – the client on the other hand. These GTC shall therefore apply to the regulation of all legal relationships within the framework of which TÜV will provide its services, regardless of whether these involve the fulfilment of primary or secondary obligations arising from such a legal relationship.
- With the exception of provisions deviating from these GTC, which are specified in individual cases in the contract, contracts with TÜV are concluded exclusively in accordance with the following provisions; by concluding a contract or placing an order and accepting the order confirmation, the client declares that they agree to these GTC. The GTC always form an integral part of the contract. In the event that terms and conditions contrary to these GTC are applied in the customer's business practice, such terms and conditions shall not apply to the contractual relationship between TÜV and the customer, unless otherwise agreed in writing.
- A third party is defined as an entity whose cooperation is assumed in the contract or order, or is necessary for TÜV to provide performance under the contract, and is decisive for the execution of the order (manufacturer, assembly organisation, supplier, importer etc.), unless this entity is directly the customer of the service.
- A contract is understood to be a bilateral or multilateral legal act, i.e. an agreement by which the parties commit themselves to a certain performance, thereby creating rights and obligations between them.
- "Service" or "Services" in these GTC means the performance of TÜV, which, depending on the type of contract concluded, may also be a work, an inspection report or another type of output. The execution of the order and the provision of services therefore also means the execution of the work.
- These GTC are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "CC").

II. Conclusion of the contract

- A contract with TÜV is considered concluded upon acceptance of TÜV's offer by the customer or upon delivery of a written order confirmation (i.e. order confirmation) to the customer by TÜV. The contract is also concluded when TÜV begins to provide services in accordance with the order or is allowed by the customer to start working on the order. If TÜV provides the customer with written confirmation of the order, this shall be decisive for the content and scope of the contract, unless otherwise agreed in writing.
- All changes, ancillary agreements and amendments may only be made on the basis of a written agreement in the form of an amendment to the concluded contract. Any quality guarantee requires written confirmation from TÜV in order to be valid and effective. This also applies to the cancellation of this clause.

III. Execution of the order and the customer's obligation to cooperate

- Unless expressly agreed otherwise, TÜV undertakes only to perform the services specified in the contract; TÜV provides performance under the contract exclusively in accordance with the applicable legal regulations. If the scope of the required service is not described in sufficient detail in the contract or order, it must be specified subsequently by agreement between the contracting parties. If, after such clarification, it becomes apparent that this will increase TÜV's costs for performing the contract, the client is obliged to respect the change in the price arrangements of the contract. The contracting parties shall amend the contract in writing on the basis of this fact. The agreement shall be based on mutual benefit.
- TÜV performs accredited services of inspection bodies, laboratories, certification bodies and authorised activities in accordance with applicable national and adopted international standards and regulations, which contain requirements for these services and for the competence of accredited bodies. As part of the provision of these services, the client is obliged to tolerate the presence of employees of entities and authorities who perform audits, supervision or control activities over the performance of TÜV's activities. The client is always informed in advance by TÜV of the reason for the presence of these employees.
- TÜV is not responsible for the correctness of the client's regulations, standards, directives and instructions which, according to the agreement with the client, are applied to the performance of TÜV's activities. TÜV bears no responsibility for defects caused by the incorrect application of the client's regulations, standards, directives and instructions.
- TÜV shall not provide any compensation for items and samples that are consumed or destroyed as a result of the professional performance of services provided by TÜV, and TÜV shall not be liable for any damage thus incurred. The client at whose registered office or place of business TÜV services are provided is liable for the loss or destruction of all TÜV equipment and facilities located on the client's premises for the purpose of performing the contract. If, during the performance of TÜV services at the client's workplace, TÜV's own equipment, facilities or measuring instruments are damaged, broken or lost without demonstrable fault on the part of TÜV, TÜV shall be entitled to claim compensation from the client in accordance with Section 2193 of the Civil Code. Transport and, if applicable, return transport of the client's items shall be at the client's expense and risk; however, return transport shall only be carried out at the express request of the client. If it is necessary to store items belonging to the customer, TÜV's handling of such items shall be limited to normal non-professional care, unless otherwise specified in the contract. The storage of items is not part of TÜV's business activities.
- The client is obliged to notify or ensure notification of all facts to TÜV that are relevant and decisive for the provision of TÜV services under the contract. TÜV is not obliged to review the data, information or other services provided by the client for completeness and correctness unless this is part of the provision of TÜV's services under the contract. A breach of this obligation by the client shall be deemed a failure to cooperate. TÜV does not assume any guarantee for the correctness of safety rules, regulations or programmes that form the basis for the tests carried out by TÜV and expert opinions, unless these rules, regulations or programmes originate directly from TÜV or are the subject of the test order. TÜV is not responsible for the correctness and functionality of objects tested for technical safety, unless this is expressly part of the order and this obligation arises from the contract.
- A breach of the obligation to cooperate on the part of the customer is also considered to be failure to ensure access to premises, equipment and documentation essential for the flawless performance of the service with the expected level of quality, failure to provide a worker authorised to cooperate, or other persons whose presence is necessary and essential for the proper performance of the service. Unjustified and unforeseen downtime during the performance of the service, including on the part of a third party, and failure to give timely notice of the time and place of TÜV's audit,

inspection and testing activities shall also be considered a breach of the customer's obligation to cooperate. Timely notice means notice given at least two days in advance, unless otherwise specified in the contract.

The client is obliged to ensure the necessary cooperation with TÜV at its own expense or at the expense of a third party. If the client or a third party fails to fulfil its obligation to cooperate in a timely or proper manner, TÜV is entitled to charge the client for the additional costs incurred as a result. This does not affect the right to claim damages.

- If TÜV performs activities outside its registered office, the client is obliged to take all necessary measures to fulfil the obligations arising from safety and hygiene regulations, in particular to ensure that TÜV employees, or auditors/supervisors/inspectors pursuant to Section III(2) of these GTC, with the risks, safety and fire regulations applicable to the workplace in question, and, if necessary, to provide professional accompaniment, unless the nature of the matter or an agreement with the client dictates otherwise. TÜV is entitled to refuse to perform the service until the relevant measures have been taken. The client is obliged to inform TÜV in advance in writing of all measures referred to in this paragraph which are necessary in a specific case in accordance with the applicable legal regulations.
- The client is obliged to hand over to TÜV the items and documents to be provided for the performance of the service without undue delay after the conclusion of the contract. Any delay in the handover of items and documents shall extend the deadline for the performance of the service and the relevant provisions of these GTC on failure to provide cooperation may apply.
- When performing the contract, TÜV is entitled to engage a subcontractor to perform services. In the case of authorised, notified activities, activities of a notified body, or at the request of the client, TÜV is obliged to notify the client of this fact. The client has the same obligations towards such a subcontractor arising from the contract and these GTC as towards TÜV.
- If TÜV works with the client's data in electronic form as part of its activities, TÜV shall not be liable for its loss. The client bears full responsibility for backing up data in its possession and is obliged to restore lost data if necessary.

IV. Deadlines and terms

- Deadlines and dates shall be agreed in the contract or in the written order confirmation. If no deadlines or dates have been agreed, the service must be performed within a reasonable period of time, taking into account its nature, unless special arrangements have been agreed in writing in individual cases. If deadlines and dates are not expressly agreed, TÜV shall only be in default after the expiry of a reasonable period of grace granted to it in writing by the customer. In any case, deadlines shall only commence once the customer has provided all items, documents and other requirements necessary for the performance of the service and, where applicable, once the agreed advance payment has been received. Additional work or delayed performance by the client shall extend the period of service provision accordingly.
- In the event of circumstances or events beyond the control of the obligated party within the meaning of Section 2913 of the Civil Code, including but not limited to strikes, operational disruptions, transport obstacles, raw material shortages, official measures, legal strikes, natural disasters, epidemics, pandemics, state-declared quarantines, states of emergency, war, mobilisation, embargoes, seizure of property, civil unrest (hereinafter referred to as "force majeure"), for which TÜV is unable to fulfil its obligations under this contract, TÜV is obliged to inform the customer without undue delay. For the duration of the obstacles due to force majeure, TÜV shall not be in default of performance under this contract. If these obstacles persist for more than 6 weeks, TÜV shall be entitled to withdraw from the contract in whole or in part, or to postpone the delivery or service deadline by the duration of the restriction and to inform the client thereof without delay. In the event of withdrawal from the contract, TÜV shall return to the customer the performance already provided to the extent of the price of the Services which were not provided for the reasons stated in this paragraph, reduced by any costs that TÜV has demonstrably incurred in providing these Services. TÜV's liability for damage caused by force majeure is excluded. All contracts affected by force majeure shall immediately cease to be binding without any claims for penalties on the part of the customer. If the customer is in default with the acceptance of performance or violates other obligations of cooperation, TÜV shall be entitled to claim compensation for the damage thus incurred, including any additional costs. The customer is obliged to ensure written confirmation of the performance of the service at its premises or at the premises of a third party by a designated employee (customer or third party) or an employee who provided cooperation.
- If TÜV is in default with the performance of the contract for reasons for which it is responsible, such delay shall constitute a minor breach of contract and, if the client suffers damage as a result, TÜV undertakes to pay the client a demonstrable contractual penalty in the amount of the damage incurred or 5 % of the contract price specified in the contract, whichever is lower. Payment of the contractual penalty shall extinguish the customer's claim for damages. The contracting parties expressly agree that the circumstances excluding liability under Section 2913(2) of the NOZ and under Article IV (2) of these GTC shall also apply to the obligation to pay the contractual penalty.

V. Acceptance

- The customer is obliged to accept the performance and accept the services provided within the period specified in the contract or order confirmation. The customer is not entitled to refuse acceptance or takeover if the performance has only minor defects that do not prevent its use for the purpose specified in the contract or do not conflict with this purpose. If the customer refuses to accept or take delivery in contravention of this provision, the performance shall nevertheless be deemed to have been accepted or taken delivery. The deadline for acceptance or taking delivery of the performance is 14 days from its provision, unless otherwise agreed in the contract. The customer is obliged to accept partial performance by TÜV under the conditions set out in this paragraph.
- If the customer exercises a right of retention due to the provision of defective performance or asserts other claims arising from defects in performance and the performance ultimately proves to be free of defects and the customer's action is therefore unjustified, the customer shall be obliged to reimburse TÜV for all financial losses and all costs and additional expenses incurred in connection therewith, including the costs of reviewing the quality of the performance.
- Intellectual services, i.e. services whose results are not recorded in any tangible form, shall be deemed to have been accepted if the client does not raise any express written objections (complaints) within 30 days of their delivery (performance). In the event of an objection, TÜV shall review the performance provided. If the customer's objection proves to be unjustified, the additional costs incurred shall be borne by the customer.
- The provision of inspection, supervision or testing services means the handover of written documentation reflecting the results of the service or confirmation of the inspection with a TÜV stamp or seal in the customer's documentation, provided that the documentation or TÜV confirmation handed over is sufficient for the release

of the products or services on which our inspection or testing activities are performed. The delivery of the certificate and test report is usually carried out after payment of the invoice for the services. Certificates, reports and other documentation issued by TÜV remain the property of TÜV until the total amount of the invoice for these services has been paid and may not be disposed of in any way without prior consent, unless otherwise agreed in writing

VI. Prices and payments

1. The prices stated in the offer or in the TÜV price list (or in another form), to which the current statutory value added tax shall be added if there is an obligation to pay it or if it is the subject of a specific offer depending on the nature of the activity. TÜV invoices are payable within 15 days of the date of issue without deduction of any discount or expenses, unless otherwise agreed. TÜV is entitled to request payment of the price in reasonable instalments or payment of an advance on the price of the service.
2. Within the framework of an ongoing contractual relationship and long-term contracts, TÜV is entitled to make a reasonable price increase in the event of an increase in its actual costs; if the customer does not agree to such a price increase, they may terminate the contract within four weeks of receiving such a request for an increase, with a two-month notice period, which begins on the first day of the calendar month following delivery of the notice. If the customer does not do so, the increase shall be deemed agreed.
3. If a fixed price has not been agreed and it becomes apparent during the performance of the service that the costs will exceed the estimated amount (notified to the customer in writing) by more than 20 %, the customer shall be notified of this fact. In such a case, the customer is entitled to terminate the contract with immediate effect within two weeks of notification of the increase in the estimated price.
4. If the contract is terminated by notice in accordance with the preceding paragraphs, TÜV shall be entitled to claim from the customer the price of the services provided up to the time of termination of the contract, including the costs incurred in connection with the performance already provided. The same shall apply in the event of termination of the contract by withdrawal or mutual agreement.
5. If a fixed price has not been agreed, it is necessary to agree on the method of pricing in the contract or in the order confirmation. The price is usually determined by an hourly rate, travel time and other necessary and reasonable costs incurred by TÜV (travel expenses, meal allowances, consumption of materials, use of own equipment, etc.).
6. If, after the conclusion of the contract, facts come to light which, in the opinion of TÜV, significantly reduce the creditworthiness of the customer, TÜV is entitled to perform any unpaid services only against advance payment or against a cash guarantee, or after payment for services already provided, and to withdraw from the contract after the expiry of the deadline set for this purpose.
7. The client is only entitled to offset its claims against the payment of TÜV invoices if its claims have been finally decided by a court of competent jurisdiction, are undisputed or have been acknowledged in writing by TÜV. The same applies to the client's right of retention.
8. The customer is not entitled to assign or pledge any claims against TÜV to any third party.
9. Payment of the price shall be deemed to have been made when the relevant amount is credited to TÜV's account.
10. In the event of late payment, the customer shall be obliged to pay TÜV contractual interest on arrears at a rate of 0.1 % for each day of delay.

VII. Liability for defects and compensation

1. In the event of defective performance by TÜV, the customer undertakes to grant TÜV a reasonable period of time to remedy the defects, at least twice in succession. In any case, TÜV shall have the right to choose between remedying the defect or delivering a defect-free performance. If the remedy fails and TÜV does not remedy the defects even after a second attempt, the customer shall be entitled to withdraw from the contract or to a reduction in the agreed price. However, the customer shall not be entitled to withdraw from the contract if the value or usability of the performance is only slightly reduced and the contract is thus only insignificantly breached.
2. The customer is entitled to withdraw from the contract if there are special circumstances which, after weighing up the interests of both parties, justify withdrawal and if the contract has been breached in a material way by TÜV.
3. The customer is obliged to report any obvious defects in performance within two weeks of acceptance of performance (takeover). The customer is obliged to report any hidden defects in performance within two weeks of their discovery.
4. Compensation for damages is governed by Section 2913 of the Civil Code, and the provisions of Article IV, paragraph 4 of these GTC remain unaffected. The scope of compensation for damages caused by TÜV as a result of a breach of contractual obligations is set at a maximum of EUR 1,000,000.

VIII. Place of performance

1. The place of performance shall be the registered office of TÜV, unless otherwise specified in the contract.

IX. Right to use the work

1. The client is only entitled to use the results of TÜV's activities under the contract (expert opinion, test report, etc.) in accordance with the purpose specified in the contract. The client has the right to use such work, which may not be transferred to a third party without the consent of TÜV, nor may it be distributed or published in any way without the prior written consent of TÜV. The client is not entitled to modify the work in any way.
2. The client is entitled to use the "quality mark" and certificates provided by TÜV only for the purpose and to the extent specified in the contract and only in the form provided, which may not be altered by the client in any way.
3. Without prior written consent, the customer is not entitled to use any trademarks, designations, trade names or parts thereof belonging to TÜV, such as the words "TÜV NORD".
4. In the event of a breach of the obligations set out in this article of the GTC, TÜV is entitled to prohibit the customer from further use of the work, designation, trademark or parts thereof, and the customer is obliged, upon first request by TÜV, to compensate TÜV for any damage incurred as a result of the breach of the obligations set out in this article of the GTC (in particular on the basis of third-party claims asserted against TÜV).

X. Confidentiality obligation

1. The contracting parties undertake to maintain confidentiality regarding all decisive facts that they learn during the performance of the contract and that relate to the operation, employees, working methods, technical procedures, facts constituting trade secrets within the meaning of Section 504 of the Civil Code, and all other facts relevant to the activities of the other contracting party, regardless of whether the relevant party was informed of them by the other party or learned of them through its own activities. The confidentiality obligation shall continue even after the termination of the contract, for a period of 5 years from the termination of the contract.
2. The obligations and restrictions set out in the previous paragraph do not apply to the following information:
 - a) information that is already publicly known or that is subsequently disclosed in a manner other than by breach of this declaration; or
 - b) information provided to the extent that the recipient is required to disclose or publish it in accordance with the law, a court order or a decision of another public authority issued on the basis of the law; or
 - c) information already available to the recipient on the date of signing this declaration; or
 - d) information disclosed to the recipient by a third party without any restrictions on its use or confidentiality.
3. TÜV is entitled to retain all documentation related to its activities under the contract and in accordance with the legislative requirements relating to the type of services provided.

XI. Personal data protection

1. In the event that TÜV processes the personal data of the client or the personal data of third parties provided to TÜV by the client in any way within the scope of its activities, TÜV undertakes to handle all personal data in accordance with the principles of personal data processing ("Privacy Policy") published on the website <https://www.tuv-nord.com/cz/cs/ochrana-dat/>, whereby TÜV shall be in the position of controller in relation to the client, these GTC, and further in accordance with applicable legal regulations, 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 the "Regulation").
2. If the customer does not consent to the processing of personal data for other purposes, their personal data will be processed by TÜV in accordance with applicable laws only for the purposes of fulfilling TÜV's obligations under the contract and, where applicable, for marketing purposes to the extent that the consent of the data subject is not required under the relevant legal regulations.
3. The customer has the right to request access to their personal data from TÜV, to have it corrected or deleted, or to restrict its processing, and to object to its processing. They also have the right to transfer this data to another controller and the right to lodge a complaint with the Office for Personal Data Protection if they believe that TÜV is processing personal data in violation of the Regulation.

XII. Jurisdiction and applicable law

1. The courts of the Czech Republic shall have jurisdiction over any disputes between the contracting parties.
2. All legal relationships between the customer and TÜV shall be governed exclusively by the laws of the Czech Republic.
3. The application of CISG (United Nations Convention on Contracts for the International Sale of Goods) to the legal relationship between the customer and TÜV is excluded.
4. In accordance with Council Regulation (EU) No. 2024/745 of 23 February 2024, TÜV shall not, within the framework of these GTC, sell, supply, transfer or export goods or provide technical assistance, intermediary services or other services to any natural or legal person, entity or body in Russia or for use in Russia.
5. In accordance with Act No. 69/2006 Coll. and for the purpose of maintaining international peace and security, protecting fundamental human rights and combating terrorism, TÜV will not sell, supply, transfer or export goods or provide technical assistance, intermediary services or other services to any natural or legal person, entity or body in countries according to current information from the Financial Analytical Office.

XIII. Final provisions

1. If any of the above provisions are or become ineffective, this shall not affect the effectiveness of the other provisions. The ineffective provisions shall be replaced by provisions that best approximate the economic purpose of the contract and the corresponding observance of mutual interests.
2. Exceptions to these GTC must be contractually agreed.
3. By accepting these "General Terms and Conditions for Services Provided by TÜV NORD Czech, s.r.o.," in the case of the service "Conformity Assessment by an Authorised Person AO 248 or a Recognised Independent Organisation or Notified Body NB 1221," the client undertakes and declares that the service or part thereof within a single indivisible conformity assessment module in accordance with the relevant government regulations, decrees or EU directives has not been and will not be agreed with another authorised (notified) person. Furthermore, the client undertakes to fulfil all legal and sub-legal obligations required in connection with conformity assessment.
4. These GTC shall enter into force on 1 January 2026.

In Prague on 30 December 2025

Ing. Branislav BALÁŽ
Managing Director
TÜV NORD Czech, s.r.o.