

General Terms and Conditions (Business To Business) of TÜV NORD Danmark ApS, Danish business reg. no. (CVR) 21084883

I. Definitions

The following terms used in these General Terms and Conditions have the following meaning:

"Agreement" is any agreement concluded between the Contractor and Principal on services to be delivered by Contractor.

"Contractor" is the company of the TÜV NORD GROUP, in which name an Agreement with the Principal is being signed.

"General Terms and Conditions" are these general terms and conditions of TÜV NORD Danmark ApS.

"Principal" is the customer commissioning the Contractor.

II. Validity of these Conditions

1. Except as provided otherwise in individual Agreements, Agreements with the Contractor are concluded exclusively pursuant to these General Terms and Conditions. The Contractor does not accept any of the Principle's conflicting regulations or conditions to the contrary unless Contractor expressly consented to such in writing. These General Terms and Conditions apply even if the Contractor provides its service without reservations while knowing of the Principal's contradicting or conflicting conditions.

2. These General Terms and Conditions apply to all of the Contractor's services (including but not limited to expert opinions, inspection and consulting services) and all responsibilities resulting from the contractual obligation with the Principal.

III. Conclusion of the Agreement

1. An Agreement is deemed to be concluded with the Contractor only after the Principal accepts an offer by the Contractor without reservations or if the Principal receives a written order confirmation from the Contractor or if the Contractor commences the provision of the service. If the Contractor issues a written order confirmation, such order confirmation is decisive in terms of content and scope of the Agreement unless expressly negotiated otherwise.

2. Any and all arrangements between the Principal and Contractor regarding the performance of the Agreement are fully set forth in writing in the Agreement including these General Terms and Conditions. There are no verbal supplements.

IV. Performance of the Agreement and Principal's Obligation to Participate

1. If performance of the agreed services involves assessment including but not limited to destructive encroachment of objects handed out or made available to the Contractor, the Contractor shall not be liable for compensation for damage to or destruction of these objects resulting from performance of the agreed services.

2. If the Contractor's own equipment is damaged, destroyed, or lost as a consequence or at the occasion of proper performance of the Contractor's service and through no fault of the Contractor, the Contractor is authorized to request replacement from the Principal.

3. Transportation and possible return of the Principal's objects is at its own cost and risk; however, return is performed only upon the Principal's express request. During storage, the Contractor's liability is limited to apply the same care as Contractor applies for his own properties but not less than a reasonable degree of care.

4. The Principal is obligated to fully disclose all information relevant for the Contractor's proper performance of its service. The Contractor, is however not obligated to review the accuracy and completeness of data, information, or other services provided by the Principal, insofar as there is no cause for this in consideration of the respective circumstances of each individual case, unless expressly stated within the Agreement. The Contractor does not issue any warranties for the accuracy of safety rules, information and programs upon which its inspections and expert opinions are based, unless such safety rules, information or programs originate from the Contractor or are the object of the service to be performed based on the Agreement. If the Contractor is commissioned with inspecting the technical safety of an object, the Contractor does issue any warranties concerning the object's freedom from faults, unless this is expressly listed in the Agreement.

5. Insofar as the Principal's participation is required for the Contractor's performance of services, the Principal must provide such in a timely manner and at its own costs; the Principal's expenses will be reimbursed only if this has been negotiated expressly in text form. To the extent that the Principal does not fulfill its obligations to participate, does not do so properly or in a timely manner, and if acceptance is therefore delayed, the Contractor is authorized to charge any additional expenses thus incurred. The Contractor's further legal claims are expressly not affected.

6. The Contractor is authorized to have the services owed under this Agreement performed by a carefully selected and suitable subcontractor.

7. If the Contractor is active outside of its premises in order to perform the service agreed upon, the Principal shall be responsible for any measures required in order to fulfill duties of care to safeguard the public, unless such safety measures are not required based on the nature of the activity or based on an agreement with the Principal. The Contractor is authorized to refuse performance of the service for as long as required safety measures are not taken by the Principal. The Principal will inform the Contractor in writing, in a timely manner, of all safety and accident prevention regulations applicable at the location where the Contractor is to perform the service.

8. If the Agreement includes services pertaining to the Principal's EDP (Electronic Data Processing) system, the Principal is obligated to back up data and programs at regular intervals that are adequate for the application, at least once a day, in machine-readable form, to ensure that these can be recovered with reasonable effort. The Contractor is responsible for recovery of data only if and insofar as the Principal has ensured that such data can be reconstructed from other data material with reasonable effort.

V. Deadlines and Schedules

1. If a binding deadline for the provision of services is not agreed, the Contractor is only in default due to delay if the Principal has first given an adequate deadline in text form to provide the service owed and such deadline has expired unsuccessfully. Deadlines commence only as of the complete provision of any and all obligations to participate owed by the Principal, and, insofar as a down payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to the Principal's retroactive change requests or delayed participation.

2. If the service owed by the Contractor is delayed due to unforeseeable circumstances and through circumstances, for which the Contractor is not at fault (e.g. strike, legitimate lockout, disruption of operation, transportation disruption, shortage of resources, measures taken by the authorities- also at the Contractor's

supplier), the Contractor is authorized to defer the service for the duration of the delay. In the event that the delay lasts more than six weeks, the Contractor is authorized to terminate the Agreement, without any liability. The Contractor will immediately inform the Principal of the non-availability of the service or partial service, and in the event of a termination of the Agreement, the Principal will immediately reimburse the Contractor for any services already provided for. Claims for damages are excluded.

3. If the Principal defaults on acceptance or if it violates other obligations to participate, the Contractor is authorized to request reimbursement of any additional expenses possibly incurred due to such default or violation. This does not affect any further legal claims for damages.

4. If the Contractor defaults on the provision of services, the Contractor's liability for damage arising due to delay is limited to 5% of the net price agreed in the Agreement. Apart from the obligation to pay limited compensation, the Contractor accepts no responsibility for delays or consequences hereof, and the Principal has no other remedies of non-performance due to delay.

VI. Acceptance

1. The Principal is obligated to accept the Contractor's services. Minor defects do not entitle the Principal to refuse acceptance. In case of separable partial services, the Contractor is also authorized to request partial acceptance.

2. The Principal is obligated to accept the Contractor's services within 14 days after completion and Contractor's request for acceptance, unless the Principal refuses acceptance within the fixed grace period by specification of at least one defect. If the Principal does not accept the services within the fixed grace period even though it is obligated to do so, the service is deemed to be accepted.

3. If the Principal claims a retention right due to defects, the Contractor shall review its service. If the Principal's retention is proven to be unjustified, the Principal shall bear all incurred additional costs unless the Principal has acted merely with ordinary negligence or is not at fault.

VII. Prices and Payments

1. The price listed by the Contractor or otherwise the price commonly charged by the Contractor for the respective service is decisive, plus statutory value-added tax insofar as such is applicable. In case of transnational services, any possibly applicable taxes, fees, customs fees, and other charges (of any kind) incurred for the transnational service shall be borne by the Principal.

2. If, within the scope of Agreements for the performance of a continuing obligation and long-term Agreements, the Contractor's costs increase and such increase is not within the Contractor's responsibility, the Contractor is authorized to demand an appropriate price increase reflecting the increase of its costs; if the Principal does not consent to such price increase, the Principal is authorized to terminate the Agreement within four weeks after receipt of such notification of a price increase; otherwise, the increase is deemed to be mutually agreed upon.

3. The Principal shall pay the remuneration owed without any cash discounts, free of charge to the Contractor, and within two weeks after receipt of the invoice, to the bank account stated by the Contractor. The Contractor reserves the right to request appropriate installment payments and appropriate advance payments.

4. If the Agreement is based on a cost estimate, and if it turns out that the costs will be significantly higher than the amount estimated vis-a-vis the Principal, then the Contractor will inform the Principal of such in text form. In this case the Principal is authorized to terminate the Agreement in writing, within two weeks after receipt of such notification. In the event of a termination, the Contractor is authorized to request partial remuneration for the services already provided. Furthermore, the Contractor is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services.

5. If the Principal owes interest and expenses in addition to a possibly existing principal claim, any payment by the Principal that does not fully equal total sum will first be credited against expenses, secondly against interest, and lastly against the principal claim.

6. The Principal is entitled to offset and retention rights only if the Principal's counterclaims are legally ascertained, undisputed, or acknowledged in writing by the Contractor. This limitation does not apply to the Principal's claims for defects arising from the same contractual relation as the Contractor's payment claim.

7. If, after conclusion of the Agreement, it becomes clear that the Contractor's claims vis-a-vis the Principal are at risk due to the Principal's lack of ability to perform, the Contractor is authorized to perform outstanding services only against advance payment or provision of a security as well as settlement of possibly still outstanding receivables for partial services already provided and arising from the Agreement, and - after unsuccessful expiration of a grace period - the Contractor is further authorized to terminate the Agreement; if so, clause 4, sentence 3 of this section VII shall apply accordingly.

8. In case of payment default, the Principal owes default interest of 2% for every month or part of a month until payment is effected. The Contractor is entitled to assert further claims if it can prove further damage to the Principal.

VIII. Claims for Defects

1. In the event of defective service by the Contractor, the Principal shall grant the Contractor opportunity to supplementary performance, at least twice, within reasonable grace periods, unless this is unreasonable in each individual case or unless special circumstances justify the Principal's immediate termination of the Agreement in consideration of mutual interests. The Contractor may remedy the defect at its own choice or provide the service once more without defect. If supplementary performance is unsuccessful, the Principal may reduce remuneration, or if the defect is material, the Principal may terminate the Agreement for cause and claim compensation; claims for compensation due to defects are solely governed by Sec. X. No claims for compensation for damage exist if the defect is minor.

2. The Principal shall inform the Contractor immediately in text form of any visible defects, and the Principal shall inform the Contractor of any hidden defects in writing immediately after such hidden defects are discovered or ought to have been discovered. Otherwise, the Principal may not rely on the defect at a later time.

IX. Termination for cause

If a party is in material breach of the Agreement and fails to remedy the material breach within 10 working days after the non-breaching party has provided the breaching party with a written notice of the material breach, the non-breaching party is entitled to terminate the Agreement with immediate effect and claim compensation.

If a petition for bankruptcy is filed against any of the parties, or if a trustee is appointed, or if any type of in-court or out-of-court insolvency proceedings is initiated for any of the parties, the Agreement may, at the other party's discretion, be terminated with immediate effect.

X. General limitation of Liability

1. In no event shall Contractor be liable for operational loss, loss of time, loss of earnings, loss of profit, loss of savings, loss of data, loss of goodwill or any indirect loss or consequential damage.

2. With the exception of product liability, which is governed separately in clause XI, the Contractor's aggregate liability, whether in contract or in tort, is per calendar year limited to 50% of the net fee paid subject to the Agreement in the previous calendar year. In the first year of the term of the Agreement the limitation amount is EUR 10,000.

3. The above provisions do not affect liability for culpable injury of life, body, or health.

4. Insofar as the Contractor's liability for loss and damage pursuant to the above regulations is excluded or limited, this also applies in regard to personal liability for damages of the Contractor's employees, workers, staff members, representatives and vicarious agents.

XI. Product liability

1. Subject to the limitations stated in this clause XI, Contractor is liable for product liability damage pursuant to Danish law. To the extent that Contractor is liable to pay compensation due to product liability damage, Contractor's liability shall be limited to direct loss.

2. In no event shall Contractor be liable for operational loss, loss of time, loss of earnings, loss of profit, loss of savings, loss of data, loss of goodwill or any indirect loss due to product liability. Contractor's liability for product liability damages to non-consumer property shall per calendar year be limited to 50% of the net fee paid subject to the Agreement in the previous calendar year. In the first year of the term of Agreement the limitation amount is EUR 10,000.

3. To the extent that product liability is imposed on Contractor because of a third-party claim, Principal shall indemnify Contractor to the same extent, as Contractor's product liability is limited towards Principal in accordance with this clause XI.

4. Should a third-party file a claim for compensation pursuant to the above against either Contractor or Principal, the party in question shall without delay inform the other party of same.

XII. Period of Limitations

1. Claims due to breach of Agreement shall expire one year after the start of the statutory period of limitations.

XIII. Utilization Rights and Indemnification

1. The Contractor's services provided during the fulfillment of the Agreement (e.g. expert opinions, inspection and consultation services) may be utilized only within the scope of the contractually negotiated purpose. Subject to deviating agreements in each individual case, the Contractor therefore grants to the Principal a simple, non-transferable utilization right that is limited in terms of duration and location, for its services that are subject to copyright protection. Other rights are expressly not granted; the Principal is in particular not authorized to process or modify the Contractor's services or to use excerpts of them.

2. Insofar as, pursuant to the Agreement, the Contractor grants a right to the utilization of quality marks and/or a certificate of the Contractor to the negotiated extend, such may be utilized only for the contractual, designated use or the certified area and only in the unmodified form or shape as provided by the Contractor.

3. Any utilization of the Contractor's brands and other identifying marks beyond the above, for example the word mark/design mark "TÜV NORD" requires the Contractor's express, prior written consent.

4. If the Principal violates the above provisions, the Contractor is at any time authorized to prohibit the continued utilization of the Contractor's services, quality marks, certificates, and/or identifying marks. The Principal is upon first request by the Contractor obligated to indemnify the Contractor from all third party claims, regardless of the legal grounds (e.g. competition law), which claims are based on its utilization of the Contractor's services, quality marks, certificates, and/or identifying marks as well as all of its own, connected, required expenses.

XIV. Data Protection

The Contractor shall process and utilize personal data exclusively within the scope of the purpose of the Agreement and for advertising purposes, to the extent that such use is allowed in accordance with legal provisions even without Principals consent. The Principal at any time with effect of the future object to the use and disclosure of the data for advertising purposes. Upon complete execution of the Agreement, the Principal's personal data shall be blocked for further utilization and shall be deleted upon expiration of statutory retention periods, unless the Principal has provided separate consent for further utilization. For the rest and pursuant to the applicable data protection legislation, the Principal shall be entitled to information, reporting, blocking, and deletion of its data stored by the Contractor

XV. Obligation to Confidentiality and Retention of Records

1. The Contractor as well as the Principal are each obligated to maintain confidentiality regarding confidential information of the other party. This obligation continues for a term of five years after termination of the Agreement.

From this obligation excluded is any information that

a) can be proven to have already been known to the recipient upon conclusion of the Agreement or that is disclosed by third parties after conclusion of the Agreement without such third parties violating a confidentiality agreement, statutory provisions, or official orders;

b) is public knowledge upon conclusion of the Agreement or becomes public knowledge after conclusion of the Agreement, unless such is based on a violation of this Agreement;

c) must be disclosed due to statutory obligation or orders of a court or an official authority. Insofar as permitted and possible, the recipient obligated to disclose such information shall inform the other contract partner of such in advance and will provide the respective other contract partner with an opportunity to take action against such disclosure.

d) the recipient developed itself or had developed independently from its knowledge of such confidential information.

2. The Contractor shall retain contractual documents insofar as a statutory or official obligation to retain records exists. The Contractor is furthermore obligated to retain records for the purpose of documentation; any of the Principal's possible statutory or contractual claims for return remain unaffected.

XVI. Place of Fulfillment and Prohibition of Assignment

1. Place of fulfillment for all services is the Contractor's registered office.

2. Assignment or pledging of claims to which the Principal is entitled based on the business relation is excluded.

XVII. Jurisdiction and Applicable Law

1. The Contractor's registered office is the agreed place of jurisdiction for all dispute arising out of or in connection with the Agreement, including any disputes regarding the Agreement's existence, validity or termination, and for claims arising from the business relation vis-a-vis commercial entities, corporate bodies under public law, or special assets. However, notwithstanding the previous paragraph, the Contractor is authorized to bring an action against the Principal at the

Principal's general place of jurisdiction.

2. The law of Denmark applies to all Agreements and the overall legal relations between the Principal and the Contractor. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

Valid: 04/2025