

## GENERAL TERMS AND CONDITIONS OF TUV INDIA PRIVATE LIMITED

### I. Definitions

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

"TUVI" is the company of the TÜV NORD GROUP, in which name this Agreement is being signed.

"Customer" is the Company, Sole Proprietary firm, Entrepreneur or any other entity who is issuing the order on TUVI.

### II. Validity of these Conditions

1. Except as provided otherwise in individual cases, Agreements with the TUVI are concluded exclusively pursuant to the following provisions. The TUVI does not accept any of the Customers conflicting regulations or conditions to the contrary unless it expressly consented to such in writing. The TUVI's following conditions apply even if the TUVI provides its service without reservations while knowing of the customer's contradicting or conflicting conditions.

2. These General Terms and Conditions apply to all of the TUVI's services (to include but not limited to Certification, inspection and testing services) and all responsibilities resulting from the contractual obligation with the customer's. These conditions also apply to all future business relations vis-a-vis companies and corporate bodies governed by public law.

3. In the event of any conflict between these terms and conditions and any document purporting to impose different terms, these terms and conditions will prevail.

### III. Conclusion of the Contract

1. An Agreement is deemed to be concluded with the TUVI only after the Customer accepts an offer by the TUVI without reservations or if the Customer receives a written order confirmation from the TUVI or if the TUVI commences the provision of the service. If the TUVI 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 Customer and TUVI regarding the performance of the Agreement are fully set forth in writing in this Agreement including these General Terms and Conditions. There are no verbal supplements

3. Amendments, collateral agreements and additional provisions as well as any respective warranty of quality shall require our written confirmation in order to become effective.

4. All statements and communications which form part of the contractual and business relationship shall be declared in writing, by email or in any electronic or physical form, unless otherwise expressly defined under these terms and conditions.

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

1. If objects of the Customer must be accessed for the contractual performance of the service owed by the TUVI, the TUVI shall not be liable for compensation for damage to or destruction of these objects resulting from the contractual performance.

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

3. Transportation and possible return of the Customer's objects is at its own cost and risk; however, return is performed only upon the Customer's express request. During storage, the TUVI's liability is limited to the same due diligence as for its own affairs.

4. The Customer is obligated to fully disclose all information relevant for the TUVI's proper performance of its service. The TUVI, is however not obligated to review the accuracy and completeness of data, information, or other services provided by the Customer, in so far as there is no cause for this in consideration of the respective circumstances of each individual case, unless expressly stated within the order. The TUVI does not accept any warranties for the accuracy of safety rules, information and programs upon which its inspections and expert opinions are based, unless such regulations, instructions, or programs originate with him or are the object of the inspection order. If the TUVI is commissioned with inspecting the technical safety of an object, it does not accept any warranties for the object's freedom from other faults, unless this is expressly listed in the order.

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

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

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

8. If the Agreement includes services pertaining to the Customer's Information Security system, the Customer 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 TUVI is not responsible for loss of any data during the performance of services

9. In addition to above, the Customer shall ensure that all the necessary assistance on his part or on the part of persons he engages to help in performance of the contract shall be provided in good time and at no expense to TUVI. Such assistance shall include, but not be limited to, access to documented inspection history, safe site access, timely availability of key interface, preparation of items for inspection in good time, permission to carry out necessary audit, inspection or testing on TUVI as part of accreditation and approval process by regulatory, certification & accreditation bodies if & when required. Such assistance must be in accordance with relevant applicable standards, safety provisions and accident prevention regulations. The Customer or the persons/parties he/she engages shall ensure restriction of access to the inspected items and the equipment/facilities used for inspection by unauthorized persons. In case of doubt TUVI shall have the right to confirm the continuing suitability for the intended purpose of the inspected items and the equipment/ facilities used for inspection by means of visual inspection, functional checks, additional tests if required, verification of records and/or recalibration of the equipment/facility.

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The Customer shall be liable for the extra expense entailed by late or improper assistance on his part. TUVI shall be entitled to charge for this extra expense in addition even if a fixed or maximum price has been agreed. In the same way, the Customer shall bear any expenses incurred owing to the fact that work has to be repeated or is delayed because of his late, incorrect or incomplete information or if the inspection cannot be accomplished due to adverse weather conditions or vendor related factors. The Customer or the persons/parties he/she engages shall take responsibility to provide a safe place of work for TUVI's employees. If the employees are exposed to unsafe work conditions, the deliverable activity shall not be conducted till the conditions are rectified & considered to be safe.

### V. Deadlines and Schedules

1. If a binding deadline for the provision of services is not agreed, the TUVI defaults only if the Customer 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 Customer, and, in so far as a payment has been negotiated, as of the receipt of such. Deadlines are extended accordingly due to the Customer's retroactive change requests or delayed participation.
2. If the service owed by the TUVI is delayed due to unforeseeable circumstances and through circumstances, for which the TUVI is not at fault (e.g. strike, legitimate lockout, disruption of operation, transportation disruption, shortage of resources, official measures - also at the TUVI's supplier), the TUVI is authorized to defer the service for the duration of the delay. In the event that the delay lasts more than six weeks or maximum limit defined under accreditation, the TUVI is authorized to withdraw from the Agreement. The TUVI will immediately inform the Customer of the non-availability of the service or partial service, and in the event of a withdrawal from the Agreement will immediately reimburse any services in return already provided for such. Claims for damages are excluded. Also refer Section XI Force Majeure.
3. If the Customer defaults on acceptance or if it violates other obligations to participate, the TUVI 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.

### VI. Acceptance

1. The Customer is obligated to accept the TUVI's services. Insignificant defects do not entitle the Customer to refuse acceptance. In case of separable partial services, the TUVI is also authorized to request partial acceptance unless specific provision of accreditation is applicable
2. The Customer is obligated to accept the TUVI's services within 14 days after completion and TUVI's request for acceptance, unless the Customer refuses acceptance within the fixed grace period by specification of at least one defect. If the Customer 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. If the Customer is a Consumer, the TUVI along with its request for acceptance is obliged to expressly inform the Customer of the consequences of not declaring the acceptance or refusing acceptance without specification of defects.

3. If the Customer claims a retention right due to defects in service delivery, the TUVI shall review its service. If the Customer's retention is proven to be unjustified, the Customer shall bear all incurred additional costs unless it has acted merely with slight negligence or is not at fault.
4. Intellectual performances shall be deemed as accepted, unless the Customer expresses reservations in writing within 14 days after significance of his behavior when the period of notice begins. In this case we will check our performance. Should our performance prove to be without fault the Customer shall bear the additional cost, unless he has only committed an act of minor negligence.

### VII. Prices and Payments

1. The price listed by the TUVI or otherwise the price commonly charged by the TUVI for the respective service is decisive, plus statutory taxes in so far as such is applicable. Any bank charges or financial institutional charges for remitting the payment due to TUVI will be responsibility of Customer and TUVI will not accept any such charges deducted from the remittance.
2. If, within the scope of contracts for the performance of a continuing obligation and long-term contracts, the TUVI's prime costs increase and such increase is not within the TUVI's own scope of responsibility, the TUVI 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 it 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. A right to a price increase pursuant to this provision does not exist if the Customer is a Consumer.
3. The Customer shall pay the remuneration owed without any discounts, free of charge to the TUVI, and within seven days after receipt of the invoice, to the bank account stated by the TUVI. Credit entry at the TUVI's account is decisive for the timeliness of the payment. The TUVI reserves the right to request 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 Customer, then the TUVI will inform the Customer of such in text form. In this case the Customer is authorized to terminate the Agreement in writing, within two weeks after receipt of such notification. In the event of a termination, the TUVI is authorized to request partial remuneration commensurate with the services already provided. Furthermore, the TUVI is authorized to request compensation for any expenses not included in the remuneration but incurred due to the provision of services.
5. If the Customer owes interest and expenses in addition to a possibly existing Customer claim, any payment by the Customer that does not fully redeem the total sum will first be credited against expenses, secondly against interest, and lastly against the Customer claim.
6. The Customer is entitled to offset and retention rights only if its counterclaims are legally ascertained, undisputed, or acknowledged in writing by the TUVI. This limitation does not apply to the Customer's claims for defects arising from the same contractual relation as the TUVI's payment claim. If the contract partner is a Consumer, then in contrast to clause 1, such contract partner is on Customer entitled to unlimited retention rights for claims arising from the same contractual relation.
7. If, after conclusion of the Agreement, it becomes clear that the TUVI's claims vis-a-vis the Customer are at risk due to the Customer's lack of ability to perform, the TUVI 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 is authorized to withdraw from the Agreement;
8. In case of payment default, the Customer owes default interest in the amount of 24 percentages. The TUVI is entitled to assert further claims if it can prove higher damage to the Customer.

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### VIII. Claims for Defects

1. In the event of defective service by the TUVI, the Customer shall grant the TUVI opportunity to supplementary performance, at least twice, within appropriate grace periods, unless this is unreasonable having received such performance in writing and with a concrete description of individual faults, expresses reservations in writing, whereby we will inform the customer again of the foreseen in each individual case or unless special circumstances justify the Customer's immediate withdrawal in consideration of mutual interests. The TUVI 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 agreed to TUVI or to withdraw from the Agreement. TUVI is nowhere responsible for any consequential damages.

2. The Customer shall inform the TUVI immediately - no later than two weeks after acceptance - in text form of any obvious defects. The Customer shall inform the TUVI of any hidden defects in writing no later than within two weeks after discovery. Once this grace period is over, the customer's rights regarding defects in the services rendered become invalid if there are no contrary legal provisions.

3. The realization of estimates or prognosis's shall only be warranted if this is expressly agreed upon.

4. If we are assigned with carrying out tests, any information and statements made by us always and exclusively refer to the test object which has been put at our disposal. We take no responsibility with regards to the completeness and correctness of the documents provided with the test object. Also the granting of test certificate does not include any statement concerning the utility or quality of the tested object which goes beyond the direct technical scope of the test certificate. The same applies to certificates within the framework of certification of management system.

### IX. Withdrawal

The Customers' right to withdraw is valid only if the TUVI is responsible for the violation of duties based upon which withdrawal is declared. The withdrawal must be declared in writing by registered letter. If the Customer is a Consumer, a declaration of withdrawal in text form suffices.

### X. Liability

In providing Services, information, or advice, TUVI does not warrant the accuracy or genuineness of any information or advice supplied or report signed. Unless otherwise agreed upon specifically and confirmed by TUVI in writing neither TUVI nor its representatives are liable for any damage, loss or expense arising out of the services or advice provided by TUVI. Nevertheless, TUV India is liable in case of proven willful misconduct or gross negligence on its part or on the part of its engineers and representatives in the case of loss, damage or expenses incurred due to the advice or service provided by TUV India, its engineers or representatives. In no case the liability shall exceed the prorata fees paid / payable to TUVI for the services or advice provided for that particular equipment, component or part thereof which caused the damage, loss or expense. The aggregate liability of TUVI in respect of this contract, in tort or otherwise, shall not exceed 20% (twenty percent) of the contract price actually received.

TUVI and its representatives are not liable to any person or party with whom there is no direct contract for the particular service. The inspection by TUVI, issue of inspection report, review of Test Certificates / Reports and issue of Inspection Release Note / Certificate does not relieve the Customer/ End User/ Supplier / Manufacturer from their responsibility towards the Customer/ End User to supply / Use the genuine material / item(s) and document(s) in full compliance with applicable Order, Specification, Technical, Quality, Quantity, Warranty, Guarantee, statutory & regulatory requirements. Supplier / Manufacturer / stockist is wholly legally responsible for genuineness of the material / item (s) supplied and document(s) submitted. TUVI's responsibility is only limited to inspection, certification and testing within its agreed scope against written omission or failure to carry out or observe any stipulation, condition or obligation to be performed by TUVI under this Contract will give rise to any claim against TUVI or its employees / group companies / associates, or be deemed to be a breach of contract, if the failure or omission arises from causes beyond that entity's reasonable control. TUVI, its engineers and representatives are not liable in contract, tort, or otherwise for any indirect consequential Loss/damage or expense, including loss of use/ production/profits. TUVI is nowhere responsible for any consequential damages.

### XI. FORCE MAJEURE

The term "Force Majeure", as used in this Proposal / Contract, shall mean: any condition which prevents TUVI from providing services such as : Riot, war, invasion, sabotage, strikes, civil disturbance, and hostilities, acts of terrorism, civil war, rebellion, revolution, epidemics /pandemics or spread of contagious diseases or; Ionizing radiations or contamination by radioactivity or Chemicals release to environment or; Earthquake, Flood, Hurricane, Cyclone, Volcano or any other natural disaster or; Fire or explosion or; acts and regulations of respective Government of the two parties and countries where the work is to be carried out, like Lock down, Curfew, travel restrictions or delay or denial of visa or Acts of God. TUVI shall be entitled to payment in respect of the period where the services could not be carried out as a result of Force Majeure. Time schedule for performance of the activities will be extended for such period as the force majeure lasts and for a reasonable period of re-mobilization, if necessary. Should any circumstance of Force Majeure continue for a period of 2 months or more or maximum limit defined under accreditation, then TUVI may terminate this Contract with immediate effect by notice in writing to the Customer, in which case the Customer shall pay to TUVI all sums properly due under the Contract in respect of the Services up to the date of termination and any demobilisation fees specified.

### XII. Period of Limitations

1. All claims against TUVI shall expire after 1 months from the date of the service provided by TUVI

2. The above provisions do not apply to statutory periods of limitations for the following: (i) damages arising from death and injury to body and health; (ii) other damages based on an intentional or grossly negligent breach of duty of the TUVI, its legal representatives; (iii) claims due to fraudulent concealment of a defect; (iv) claims for defective workmanship on a structure or faulty planning and supervision services for a structure.

### XIII. Utilization Rights and Indemnification

1. The TUVI's services provided during the fulfillment of the Agreement (e.g. inspection, testing and certification services) may be utilized only within the scope of the contractually negotiated purpose.



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Subject to deviating agreements in each individual case, the TUVI therefore grants to the Customer 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 Customer is in particular not authorized to process or modify the TUVI's services or to use excerpts of them.

2. In so far as, pursuant to the Agreement, the TUVI grants a right to the utilization of quality marks and/or a certificate of the TUVI 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 TUVI.

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

4. If the Customer violates the above provisions, the TUVI is at any time authorized to prohibit the continued utilization of the TUVI's services, quality marks, certificates, and/or identifying marks. The requirements and neither TUVI nor any of its group companies, associates or employees are in any way/ legally responsible for genuineness of the material / item(s) and document(s). No Customer is upon first request by the TUVI obligated to indemnify the TUVI from all third party claims, regardless of the legal grounds, which claims are based on its utilization of the TUVI's services, quality marks, certificates, and/or identifying marks as well as all of its own, connected, required expenses.

#### XIV. Data Protection

1. The TUVI 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 Customer's consent. The customer 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 Customer's personal data shall be blocked for further utilization and shall be deleted upon expiration of statutory retention periods, unless the Customer has provided separate consent for further utilization. For the rest and pursuant to the applicable data protection legislation, the Customer shall be entitled to information, reporting, blocking, and deletion of its data stored by the TUVI.

2. Attention is drawn to the fact that we can save and in connection with business activities, process data regarding persons with due consideration to the legal requirement.

3. The customer are obliged to treat any commercial and technical information which is not generally known of which they become aware through their business dealings as confidential business.

#### XV. Obligation to Confidentiality, Retention of Records and Copyrights, Covenant not to assign, setting off

1. The TUVI as well as the Customer are each obligated to maintain confidentiality regarding confidential information of the respective other contract partner. This obligation continues for a term of three years after termination of this 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 TUVI shall retain contractual documents in so far as a statutory or official obligation to retain records exists. The TUVI is furthermore obligated to retain records for the purpose of documentation; any of the Customer's possible statutory or contractual claims for return remain unaffected.

3. All copyright and joint copyright on experts' reports, inspection results, calculations, presentations etc. drawn up by TUVI shall remain in the hands of TUVI and should not be reproduced, except in full without the consent of TUVI

4. The assignment of claims arising from the business relation with us shall be excluded.

5. The customer only has right to set off if his counterclaims have been determined by legal force, are undisputed or have been acknowledged by us in writing.

#### XVI. Place of Fulfillment and Prohibition of Assignment

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

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

#### XVII. Jurisdiction and Applicable Law:

Every dispute or question which may arise between the parties hereto or any person claiming under them, touching or arising out of our services in respect of this contract or the subject matter thereof, shall be referred to the Arbitrator appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, including any amendments thereto or any other statute as may be in force for the time being. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. Such arbitration shall be in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment for the time being in force. The decision of the arbitrator shall be final and binding on the parties to this contract. The Arbitration proceedings shall be in English language and seat/venue shall be at Mumbai. We shall also be entitled to bring an action against the customer at the place of his general jurisdiction.

#### XVIII. GROUP ENTITY

If the customer requires Services from a TUV Nord Group entity other than TUVI, the Customer hereby acknowledges and agrees that these Services will be performed by a subsidiary or affiliates of TUV Nord Group. The Customer accepts that, by entering this Agreement, the certificate or other deliverables produced to verify compliance with the requirements of national authorities will be issued on behalf of TUVI by the TUV NORD Group entity, in which the approval or accreditation is vested. In that case the Terms and Conditions of that entity shall also apply.

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<b>XIX. NON SOLICITATION</b> As a Customer of TUVI, you cannot offer employment / assignment to any of TUVI's personnel during the term of our Contract and for a period of 2 years after completion of our assignments / Order received from you  <b>XX. Final Provisions</b> If any provisions of these conditions should be invalid or turn out to be invalid, such invalidity shall not affect the validity of the remaining provisions. In lieu of the invalid conditions such provisions shall be applicable which correlate best with the economic object of the contract and with the appropriate safeguarding of mutual interest.	<b>For TUV INDIA PRIVATE LIMITED</b>	<b>FOR</b>
	<b>Name/Signature/Date/Stamp</b>	<b>Name/ Signature/ Date/Stamp</b>