

GENERAL TERMS AND CONDITIONS

SGS GERMANY GMBH/SGS GOTTFELD INDUSTRIAL SERVICES

1. SCOPE

- 1.1 SGS Germany GmbH/SGS Gottfeld Industrial Services (hereinafter referred to as "Company") shall act exclusively based on these general terms and conditions (hereinafter referred to as "GTC") for orders for its clients (hereinafter referred to as "Client"). They form the basis of each tender, each acceptance and each order confirmation of the Company. When the order is placed, they become an integral part of the contract and their entire content. These GTC also apply for all deliveries and services that the Company renders for the Client before the conclusion of a possible contract, as well as for all future deliveries and services of the Company, even if their inclusion is not expressly agreed.
- 1.2 These GTC only apply in the relationship to companies in terms of Section 14 of the German Civil Code (BGB), public law entities, and special funds under public law which have placed an order.
- 1.3 Deviations or exceptions from these GTC for orders or general terms and conditions of business of the Client are binding for the Company only if the Company expressly confirms them beforehand in writing; they apply only to the actual, confirmed, individual order.
- 1.4 Insofar as the Company does not obtain contrary written instructions before the execution of the order, no person other than the Client itself is authorized to give the Company instructions, especially concerning the scope of the order or the rendering of test reports or expert opinions (hereinafter referred to as "Report of Findings"). The Client hereby irrevocably authorizes the Company to pass on Report of Find-

ings to third parties if released by the Client for this purpose or tacitly if pursuant to circumstance, trade customs, common usage or practice at the discretion of the Company

- 1.5 Unless expressly stated otherwise, the price list of the Company is valid at the point in time of service delivery.

2. QUOTATIONS

All quotations of the Company are provisional in their entirety. Documents belonging to a quotation, such as figures, drawings, technical diagrams and dimensional details are only approximate insofar as they are not expressly designated or confirmed as binding.

3. SCOPE OF SERVICES

- 3.1 The Company renders its services according to the specified requirements of the Client and the generally recognized rules and regulations of technology under observance of the existing safety regulations and quality standards according to its DAkkS (German Accreditation System for Testing) accreditation.
- 3.2 The objects to be tested and designed to be easily tested are in principle neither processed nor modified by the Company. Any required processing or modifications are performed by the Client at its own expense and risk unless otherwise expressly agreed in individual cases. Liability on the part of the Company for damage to or a deterioration of the test object is excluded.
- 3.3 The controlled area is set up by the Company together with the Client, if pertinent. Any possible blocking and marking of public traffic areas according to road traffic law are part of the scope of responsibility of the Client.

- 3.4 The Company is authorized to commission the rendering of the services entirely or partially to a subcontractor. The Company may disclose all information required for the transformation of the transferred services to the subcontractor.
- 3.5 Statements regarding test results are binding only if they are recorded in the written Report of Findings of the Company. The signed Report of Findings (manually or electronically signed) is the only legally binding document (see Clause 3.7). Solely the Client is responsible for any measures it takes based on the test results.
- 3.6 Reports of Findings of the Contractor only report on the facts determined at the point in time of the testing within the scope of the Client's specific instructions. The Company is not obliged to indicate or report on values or facts that lie outside of the Client's specific instructions.
- 3.7 The Company shall provide the Reports of Findings according to the agreement with the Client either/or in electronic form or in paper form.
- In absence of an agreement, it will be in the Company's sole discretion if it will deliver in electronic or paper form.
- The Report of Findings in paper form is an original.
- If the Report of Findings will be transmitted in electronic form, it will be regarded as an original according to Art.3 and 17 b UCP 600 (Uniform Customs and Practice for Documentary Credits, ICC 2007 Revision).
- When transmitted in electronic form, the Company assumes no responsibility as to whether the electronic form will suffice the purposes of the Client. When transmitted in electronic form, the Report of Findings will be

presented in a digitally signed pdf format. The Client may check the authentication within the document itself. If generated and provided via SGSonSITE, the authentication may be made via SGSonSITE.

The transfer of the electronic Report of Findings will take place via internet per unencrypted e-mail or via other digital transmission technology (e.g. via Client's interface, online portal etc.) or per fax.

When the Report of Findings is transmitted via internet, the Client accepts that unencrypted messages may-through or without intervention of third parties – be lost, modified or falsified. Conventional e-mails are not protected against any third party's access, and the Company therefore assumes no responsibility for the confidentiality and the integrity of e-mails that have left the Company's sphere of responsibility.

The Company assumes no liability either for data security during the transmission via internet or for data security while in the Client's sphere of responsibility. Malware appearing in connection with the electronic transfer of data and resulting possible damage for the Client are herewith likewise excluded.

4. CLIENT'S DUTY TO COOPERATE

- 4.1 The Client must provide the Contractor with free and secure access to the test objects and guarantee this access. The Client will provide the Company with the required access and work permits in a timely manner before the start of testing.
- 4.2 If special legal safety regulations or other specific provisions important for the performance of testing on site apply at the place of performance, the Client will inform the Company of this circumstance in a timely manner before the start of testing. The Company also takes responsibility for ensuring that the concrete location in which the Contractor performs the testing corresponds with general and, if applicable, specific safety regulations.
- 4.3 The Client has a duty to cooperate insofar as required for the proper rendering of services by the Contractor. At its own expense, the Client provides the Company with

sufficient electrical power, water, scaffolding, ladders, platforms, cranes, other lifting gear and similar equipment to the required scope and with sufficient lighting at the place of performance. Insofar as not agreed upon in individual cases in writing, the Client has the sole responsibility for the fulfilment of the duties from the accident prevention regulations for scaffolding and pipe ditches (DGUV Vorschrift 38 – German provision on accident prevention).

- 4.4 The Client provides lockable rooms suitable for the safe storage of the tools and appropriate work and recreation rooms for the testing personnel of the Company, including acceptable sanitary facilities and special protective clothing and safety equipment free of cost.
- 4.5 Regular work reports or working hour lists for the work performance and times of the Company must be created; these documents must then be attested by the Client or its representative.
- 4.6 If the Client does not meet its duty to cooperate after an express, written reminder of the Company with the setting of an appropriate deadline, the Company is authorized to stop work, cancel the contract and demand appropriate compensation.
- 4.7 If materials testing is to be performed in the workshops of the Company, the tested parts must be provided to the Company free of cost and risk and picked up again from the Company after testing. Return shipments to the Client after testing also take place at the expense and risk of the Client. A transport insurance policy against damage incurred in transit and other risks is concluded only on request and at the expense of the Client. The risk is transferred to the Client with handover or shipment to the same, but one week at the latest after the Company has announced the completion or readiness to send to the Client.
- 4.8 If a final acceptance inspection of the Company's performance is agreed upon or required for other reasons or if such a final acceptance inspection is demanded by the Company, the Client must accept the performance after completion within an appropriate time period set by the

Company. Otherwise, the performance is considered to be accepted when this time period has expired.

- 4.9 The fuse protection of sensors and semi-conductors (EDP or control electronics) and other objects and systems in the environment of the test objects that react to ionising radiation lies in the scope of responsibility of the Client; these tasks do not belong to the obligations of the Company arising from the X-ray Ordinance (RöV) and Radiation Protection Ordinance (StrlSchV).

5. DEADLINES AND DELAY IN PERFORMANCE

- 5.1 Information regarding the duration and completion of the testing service is determined regularly taking a normal sequence of operations into consideration and thus applies only approximately unless the Company has expressly designated the testing duration to be binding in writing. The beginning, duration and completion may be postponed due to unexpected events and circumstances outside the scope of influence of the Contractor.
- 5.2 The Company shall not come into default for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Client to comply with any of its obligations set forth in Clause 4 or in the event of force majeure.
- 5.3 The Company does not enter into default until the Client sends a written reminder after the due date has passed. If the Company is in default, the Client is entitled to set an appropriate grace period. If the Company does not render the service within the grace period, the Client may terminate the contract.
- 5.4 The Client bears any costs incurred to the Company due to delays caused by the Client.
- 5.5 The Client is entitled to demand revisions in the services agreed with the Company. If the revision of a service affects contractual regulations, such as remuneration and/or completion deadlines, the Client must inform the Company immediately. The contracting partners will then immediately agree on the adaptation of the purchase order

caused by the revision in writing under consideration of any extra or reduced expenses that result.

6. RESERVATION OF TITLE

- 6.1 Testing services, documentation, films and other data media and deliveries remain the property of the Company until the complete fulfilment of all payment claims of the Company towards the Client from the existing business connection.
- 6.2 In case of a breach of duty of the Client, especially default of payment, the Company is entitled at any time to repossess the inspection and test documents and other deliveries and services or demand their return. The enforcement of these rights by the Company is not considered a termination of the contract unless otherwise expressly declared in writing.
- 6.3 If the delivered goods included in the retention of title of the Company are inseparably mixed with other items that do not belong to the Company, the Company acquires the co-ownership of the new item to the ratio of the value of the delivered goods to the other inseparably mixed items. The Client holds the co-owned items in reservation for the Company.
- 6.4 The Client may resell the inspection and test documents and other deliveries and services provided by the Company only within the scope of ordinary business and only if the Client is not in default of payment towards the Company.
- Otherwise, the following applies: In case the Company has not yet been completely paid for the performance at the point in time of resale to a third party, the Client cedes all claims against the third party from the resale (including value-added tax) to the Company to the amount of the default of payment as security to the accepting Company and namely regardless of whether the delivered goods are resold before or after processing. Upon demand of the Company, the Client must announce the cessation to the third party; provide the Company with all required information regarding collection and hand over any documents.
- 6.5 The Client is under no circumstances entitled to make other arrangements,

such as security transfers, pawning, or similar methods. In case of seizures of confiscations or other decrees issued by third parties, the Client must inform the Company immediately and provide the Contractor with all information and documents required for protecting its rights.

7. PRICES, PAYMENTS AND DEFAULT OF PAYMENT

- 7.1 For the deliveries and services, the Client pays the Company the agreed prices. If the contracting partners have not expressly agreed on prices, settlement takes place based on the Contractor's product and price list applicable at the point in time of the rendering of the service and/or delivery. The product and price list can be appropriately modified at the Company's own discretion at any time, with effect for the future.
- 7.2 All prices specified by the Company are net and do not include legal value-added tax or any travel and shipping costs.
- 7.3 All payments come due with the receipt of the invoice or other demands for payment. Payments must be made by the agreed payment date at the latest and/or within the agreed term of payment, whereby the point in time of the receipt of payment is decisive. For the start of the term of payment, the respective date of the invoice or demand for payment is decisive. If no explicit payment date is named and no explicit term of payment is determined, the respective invoice is payable within 14 days of the date of the invoice and/or demand for payment without deduction. If the Company does not receive the payment within the payment term and/or 14 days after the date of the invoice or demand for payment, the Client enters into default without further declaration on the part of the Company.
- 7.4 In case of orders with a performance period of more than a month, the Company is entitled to send partial invoices for the previously rendered deliveries and services.
- 7.5 If the payment conditions are not observed by the Client, the Company can immediately declare the already existing claims due and make pending deliveries and services dependent on

the payment of the past due payments and a corresponding pre-payment for the pending services.

- 7.6 If the completion of the performance of the Company is impossible due to a circumstance for which it is not responsible, it may demand part of the agreed payment for the work performed and compensation for the expenses not included in the remuneration.
- 7.7 The Client is entitled to enforce any rights of retention and settlement with counterclaims only if these rights and/or claims have been established to be legally binding or are recognized and not disputed by the Company.
- 7.8 For the duration of the default of payment, the Client owes the Contractor interest for late payment to the amount of 9 percentage points above the base interest rate according to § 247 BGB (German Civil Code). The enforcement of higher default damages remains unaffected.

8. TAX CLAUSE FOR INTERNATIONAL RENDERING OF SERVICES

- 8.1 This clause shall only apply if either the Client and/or the subcontractor of the Company are seated outside Germany.
- 8.2 All prices and costs for the rendering of services by the Company or an affiliated company within the scope of §§ 15 AktG (German Stock Corporation Act) or a subcontractor do not include tax. This includes value-added tax or similar levies, taxes like custom duties, stamp duties, ancillary costs or withholding tax. They also do not include any related liabilities ("taxes" as a whole) charged to the Client according to valid national law.
- 8.3 Any payments made by the Client must be free from and without retention or deduction of all taxes. This does not apply if such a retention or deduction is demanded based on applicable law and/or double taxation agreements. The Client must immediately provide the Company with proof of such payments and copies of all documents that must be submitted for such payments.
- 8.4 To the best of their ability, the parties will attempt to repay the deducted amounts or respective tax. They

support each other mutually concerning their obligations in this regard. Repaid taxes will be compensated according to the amounts due.

9. DEFECTS AND NOTIFICATION OF DEFECT

- 9.1 Notification of defects must be provided in writing to the Company within the terms as stated in clause 12. When the notification period has expired, recognizable defects and the lack of guaranteed properties can no longer be effectively enforced.
- 9.2 For each notification of defect, the Company is entitled to the unlimited right to view and inspect the complaint. Within the scope of this inspection, any operational reports, logs and so on must be provided upon request, as well as any useful information.
- 9.3 In case of a defect, the Company undertakes to remedy the defect free of cost or to replace the delivery or service (subsequent- performance) with a new, defectfree delivery or service at its own discretion. If the subsequent- performance is possible only with unreasonable costs, the Company may refuse.
- 9.4 If no subsequent- performance takes place within a period set by the Client and/or this subsequent-performance fails or is unacceptable to the Client, the Client may – at its own discretion if the legal requirements are met – terminate the respective contract, reduce the price or demand compensation of damages under the additional legal requirements of § 281 BGB or, if applicable, demand compensation for fruitless expenditures according to the standards of Section 11 below. If the Client wants compensation for damages instead of the service or if it wishes to remedy the defect itself, the improvement is not considered to have failed until a second attempt is met with failure. In case of minor defects or violations of obligations, the Client is not entitled to a right to withdraw from the contract.
- 9.5 The Company does not accept any liability for damages arising from the unsuitable or improper use of the delivery and services of the Company insofar as the Company is not responsible for the damage. A liability

for defects is excluded insofar as a defect is based on circumstances for which the Client or a third party is responsible.

- 9.6 The liability of the Company is regulated by Clause 11 and its therein stated rules

10. NO ACCEPTANCE GUARANTEE

Any information provided by the Company in brochures, advertising, documentation, quotations and similar documents solely represents descriptions and not a guarantee of the properties of the Company's deliveries and services. For its effectiveness, each guarantee requires an explicit written agreement or confirmation from the Company. Section 3.1 remains unaffected.

11. LIABILITY

- 11.1 The Company is neither an insurer nor a guarantor and disclaims any liability in such capacity.
- 11.2 Reports of Findings are issued on the basis of information, documents and/or samples provided by or on behalf of, the Client and solely for the benefit of the Client. The Client is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its executive staff members, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings. There shall be no liability either, if the inspections are based on unclear, erroneous, incomplete or misleading information provided by the Client.
- 11.3 The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Client to comply with any of its obligations set forth in Clause 4 or in the event of force majeure.
- 11.4 For any and all damages arising from and in connection with a nuclear event within the scope of Art. 1 (a) (i) of the Paris Convention on Third Liability in the Field of Nuclear Energy, all liability of the Company is excluded, regardless of the legal grounds.
- 11.5 The Company shall be liable for foreseeable damages resulting from

ordinary negligence regarding essential contractual duties (material contractual duty or essential secondary obligation) that are typical to a contract. The liability of the Company for ordinary negligence of non-essential contractual duties is excluded.

- 11.6 The liability of the Company pursuant to Clause 11.5 above shall, however, be limited per damaging event to the amount of EUR 1,000,000. The Company is only liable for indirect or consequential damage if and to the extent that such damage is typical of the respective type of contract and was foreseeable at the time of contract conclusion.
- 11.7 The liability restrictions in this Clause 11 shall not apply to damage if this is due to gross negligence or intent and in cases of mandatory statutory liability (especially under the Product Liability Act). The same shall apply to damage from injury to life, limb or health if the Company is responsible for the breach of obligation. A breach of obligation of the Company in the meaning of this Clause 11 shall be equivalent to that of its legal representative or agent.

12. LIMITATION PERIODS

- 12.1 In the event of claims for damages, the Client shall notify the Company of the claim within three months of the detection of the circumstances which give rise to the claim.
- 12.2 At any rate, claims for damages of the Parties which arise from breaches of duty of the respective other party lapse 24 months after the statutory start of the limitation period.

13. CONFIDENTIALITY

The Client and the Company undertake to keep confidential all and any business and trade secrets obtained from the other party within the contractual relationships, not to disclose them to third parties without the prior written approval of the other party and not to use them without permission for own purposes. Information acquired or gained within the contractual relationships shall be treated confidentially by the Company, unless publicly known or accessible, already known to the Company or disclosed to the Company by a third party without

breach of any obligation of secrecy. Third parties in the sense of Clause 13 does not include affiliated companies in terms of Sect. 15 seq. of the German Stock Corporation Act (Aktiengesetz) nor subcontractors.

14. INTELLECTUAL PROPERTY RIGHTS AND GRANTING OF USAGE RIGHTS

14.1 The Company reserves all rights to the data obtained in the course of the service provision and to the Reports of Findings created.

14.2 The Client may use the Reports of Findings created in the context of the contractual relationship, including all tables, calculations and other details, only after full payment of the fees has been rendered and only for the contractually agreed purpose. However, the Client is not permitted to change, edit or use only extracts of the Reports of Findings. A disclosure of Reports of Findings to authorities or other public bodies is permissible if and to the extent that this is necessary according to the contractually agreed purpose or is prescribed by statute. Any publication or public communication of the Reports of Findings or extracts thereof, particularly via the Internet or for advertising purposes, and any other disclosure to third parties, is permissible only with the prior written consent of the Company.

14.3 The Company reserves its rights related to all and any test methods and/or test procedures as well as to all and any instrument and/or equipment that the Company develops independently or generally uses,

unless such test methods and/or test procedures as well as instrument and/or equipment have been developed within the conduct of the services for the Client exclusively according to a written agreement.

15. DATA PROTECTION

In the course of the provision of the services, the Company and the Client may each obtain access to the personal data of the respective other party. The Parties shall process the personal data only to fulfill the contractual obligations for which they are responsible. Any further processing which would constitute a change of purpose is prohibited. The Company and the Client shall (i) process the personal data in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) and other statutory requirements and (ii) fulfill the duties to inform imposed by Article 13 seq. GDPR.

For this purpose, the Company provides the Client with the Privacy Policy for Clients, available at <https://www.sgsgroup.de/privacy-customers>. The Client undertakes to inform the workers who perform work within the contractual relationship for the Company of the above and make the Privacy Policy for Clients available to them.

16. GOVERNING LAW, JURISDICTION AND OTHER GENERAL PROVISIONS

16.1 The written form as agreed between the Client and the Company according to these GTC for the preparation and communication of documents within the scope of the con-

tractual relationship (i.a. offers, acceptance, side agreement, addendum) is also met in case of electronic data transfer. Transfer via internet per unencrypted email or other digital transmission technology (e.g. Client's interface, online portal etc.) or per fax is sufficient.

16.2 The legal relationships between the contracting parties are subject only to the law of the Federal Republic of Germany under exclusion of the regulations of international private law.

16.3 The Company may name the cooperation with the Client as a reference. The Client may contradict this use in writing four (4) weeks after the conclusion of the contractual agreement.

16.4 The place of jurisdiction for all disputes arising from or in connection with the order is Hamburg, Germany, insofar as the contracting parties have not expressly agreed otherwise.

16.5 If a provision or part of the agreements between the contracting parties becomes ineffective or unenforceable, the other provisions of the agreement remain in force without limitation. The contracting parties undertake to replace the ineffective or unenforceable provision by an effective or enforceable provision that approximates the economic purpose of the ineffective or unenforceable provision as closely as possible. The same applies to any loopholes in the agreement.