General Terms and Conditions
for testing Services and the use of analysis certificates

1. Scope, Inclusion and Conclusion of Contract

1.1. Unless expressly agreed otherwise, these General Terms and Conditions ("GTC") shall apply to all quotations, individual orders and Services provided by SGS Holding Deutschland B.V. & Co. KG and the domestic companies affiliated with it within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (each hereinafter referred to as "SGS") in connection with testing Services and the use of analysis certificates for advertising purposes.

1.2. These GTC apply exclusively to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law ("Client").

1.3. Any conflicting, deviating or supplementary general terms and conditions of the Client shall not form part of the contract unless SGS expressly agrees to their validity. This shall also apply where SGS provides Services without reservation whilst being aware of conflicting or deviating terms and conditions of the Client.

1.4. The contract is concluded upon acceptance of the offer by SGS. Written form is sufficient, unless a more stringent form is mandatory.

2. Definitions

2.1. 'Testing Services' means the testing, analysis, examination, assessment or other Services agreed by SGS in the relevant order.

2.2. 'Test subject' means the Client's product specified in the relevant order.

2.3. Analysis certificate' means the certificate issued by SGS for the relevant test subject and authorised for promotional use, confirming the results of the testing Services.

2.4. 'Licensed Material' means exclusively the version of the analysis certificate specifically authorized by SGS, including its authorized presentation, layout, language and content

2.5. "Areas of use" refers to the Client's own website and sales platforms such as Amazon and eBay.

2.6. "Approval" means the express declaration by SGS, in text form or in writing, that the Analysis Confirmation may be used in the specifically designated form for the designated purpose.

3. Subject matter of the contract

3.1. SGS shall provide the testing Services agreed in the order for the Client in relation to the test item or test items specified therein.

3.2. If the relevant test item passes the applicable testing Services and SGS approves the analysis certificate, the Client shall be granted a right of use in accordance with these General Terms and Conditions and the areas of use specified in the relevant order.

3.3. Preliminary test reports, interim results, internal test results or unapproved content must not be used for advertising purposes.

4. Testing Services and Obligations to Cooperate

4.1. SGS shall carry out the testing Services in accordance with the content and scope of the relevant order. SGS is entitled to determine the nature, method and procedure of the testing Services at its professional discretion, unless expressly agreed otherwise.

4.2. Testing Services and analysis certificates relate exclusively to the specific test item examined and to the information, samples, test parameters and test criteria on which the test was based at the time of testing.

4.3. The Client must provide SGS with all information, documentation, samples and specimens required for the performance of the testing Services and the assessment of the analysis certificate in a complete, accurate and timely manner.

4.4. The Client must inform SGS immediately of any changes to the test item, its composition, manufacture, nature, labelling or any other circumstances relevant to the testing or use of the analysis certificate.

4.5. So long as the necessary cooperation, information, documentation, samples or specimens are not provided in full, SGS is entitled to defer testing Services, the issue of an analysis certificate or approval.

4.6. The Client must inform SGS in advance of all known risks or hazards, whether current or potential, that are or may be associated with the test item, a sample or the test. The Client shall be liable for

any damage attributable to the hazardous nature of the test item or the sample material.

4.7. SGS is entitled to subcontract the testing Services, in whole or in part. SGS may disclose to the subcontractor all information necessary for the performance of the subcontracted Services.

4.8. Samples and test items shall be stored for a maximum period of three months following completion of the testing Services, unless the nature of the samples requires a shorter storage period or the parties have agreed in writing to a different storage period. Upon expiry of the storage period, samples and test items shall be disposed of at the Client's expense or, where agreed, returned at the Client's expense and risk.

5. Processing times

5.1. SGS shall carry out the testing Services within timeframes customary in the market. Dates and deadlines for the provision of testing Services shall only be binding if and to the extent that they have been confirmed in writing by SGS in advance.

5.2. Compliance with dates and deadlines is subject to the timely receipt of all documents and samples to be supplied by the Client, as well as the timely fulfilment of the Client's obligations to cooperate in accordance with Clause 4 of these General Terms and Conditions.

6. Issue and Approval of the Analysis Certificate

6.1. An analysis certificate shall only be issued and authorized for use if the relevant test item has successfully passed the applicable testing Services and SGS expressly authorizes its use.

6.2. SGS may refuse or defer the issue or authorization if the conditions set out in Clause 6.1 are not met, if the necessary cooperation is lacking, or if, in SGS's view, the intended use may be misleading, unlawful or associated with significant legal risks.

6.3. Approval relates exclusively to the specific version of the analysis certificate that has been approved and the specific areas of use that have been approved.

6.4. Approval does not constitute a legal review or confirmation of the permissibility of the Client's advertising.

7. Grant and scope of the right of use

7.1. Upon approval in accordance with clause 6, SGS grants the Client a non-exclusive, non-transferable and non-sublicensable right of use in respect of the approved analysis certificate.

7.2. The right of use is limited to promotional use in relation to the tested item, the approved areas of application and the agreed duration.

7.3. Any use outside Europe requires the prior consent of SGS.

7.4. The Client must not give the impression of any further testing, recommendation, certification, guarantee, regulatory approval or other statement by SGS. The analysis certificate must not be taken out of the context of the test, falsified or used in a misleading manner.

8. Layout, content, language and format of the analysis certificate

8.1. The Client may only use the version of the analysis certificate provided by SGS or approved in advance.

8.2. Changes, edits, additions, deletions, translations, linguistic adaptations or any other alterations to the analysis certificate are not permitted without prior approval from SGS. This applies to the layout, content, wording, language, graphic design, proportions, color scheme and context.

8.3. The Client is not permitted to produce their own translations, paraphrases or linguistic adaptations of the analysis certificate without prior approval from SGS.

8.4. Should SGS, at the Client's request, produce or approve foreign-language versions or special layout variants, SGS may charge a separate fee for this.

8.5. When presenting the analysis certificate, only the following accompanying text may be added: "This analysis certificate is based on testing carried out by SGS INSTITUT FRESENIUS, part of the SGS Group, the world's leading testing, inspection and certification company."

9. Advertising and the Client's responsibility

9.1. The Client is solely responsible for the legal admissibility of their advertising and the specific use of the analysis certificate.

9.2. The Client must ensure that the use of the analysis certificate is not misleading, unlawful or outside the scope of the authorization.

9.3. SGS does not provide legal advice and accepts no responsibility for ensuring that the use of the analysis certificate in the Client's advertising context is legally permissible.

10. Indemnity

10.1. The Client shall indemnify SGS against all claims by third parties arising from or in connection with the Client's use of the analysis certificate, insofar as such claims are based on a use for which the Client is responsible.

10.2. This applies in particular to misleading or unlawful advertising, use outside the scope of the authorization, unauthorized alterations to the analysis certificate, or a presentation taken out of context or that is misleading.

10.3. The indemnity also covers SGS's reasonable costs of legal defense and legal action.

10.4. The Client must inform SGS immediately of any complaints, formal warnings, regulatory measures or other challenges arising in connection with the use of the analysis certificate.

11. Contractual Penalty

11.1. If the Client culpably breaches the prohibition on altering, editing, supplementing, abridging, translating or otherwise adapting the layout, content, form, wording, language, graphics or other elements of the analysis certificate without SGS's approval, the Client shall forfeit a contractual penalty of EUR 15,000.00 for each breach.

11.2. Any further claims by SGS, in particular for injunctive relief, rectification and damages, remain unaffected; any forfeited contractual penalty shall be set off against a claim for damages to the extent that damage arises from the same breach.

12. Remuneration and Terms of Payment

12.1. The Client shall pay the remuneration agreed in the relevant order.

12.2. All prices are exclusive of the applicable statutory value added tax.

12.3. Invoices are due for payment without deduction within 14 days of the invoice date, unless expressly agreed otherwise.

12.4. SGS is entitled to defer or suspend the provision of further Services, the issue or authorization of an analysis certificate, and the continued use of the analysis certificate, until any outstanding claims have been settled.

12.5. The Client shall be in default without the need for a reminder. From the start of the period of default, SGS is entitled to claim statutory interest on arrears (including in accordance with Section 288 of the German Civil Code (BGB)) and other damages arising from the default from the Client.

12.6. The Client may only set off claims against SGS or assert a right of retention if the Client's counterclaim is undisputed or has been established by a final and binding judgement.

12.7. SGS is entitled to adjust prices at its reasonable discretion in accordance with Section 315 of the German Civil Code (BGB) if the costs relevant to the price calculation change, in particular energy, labor and material costs, as well as costs for intermediate inputs necessary for the provision of Services. A price increase shall only take effect if SGS notifies the Client of the price adjustment in writing at least six weeks before the planned effective date; in this case, the Client is entitled to terminate the contract without notice with effect from the date on which the price adjustment takes effect.

13. Tax clause for international transactions

13.1. This clause applies only if the Client and/or a subcontractor engaged by SGS is based outside Germany.

13.2. All prices are exclusive of taxes, in particular value-added tax or equivalent levies, import duties, stamp duties, incidental costs, or withholding taxes, which are charged to the customer in accordance with applicable national law.

13.3. Any payment by the Client must be made free of and without any withholding or deduction of tax, unless such withholding or deduction is required under applicable law or applicable double taxation agreements.

14. Term, Renewal and Repeat Tests

14.1. Unless expressly agreed otherwise, the right to use the analysis certificate is granted for a period of one year from the date of issue of the analysis certificate.

14.2. The right of use shall be extended for a further year in each instance unless terminated by either party with six months' notice to the end of the relevant term.

14.3. The extension of the right of use is subject to the successful completion of a repeat test and renewed approval.

14.4. If the test specimen fails a repeat test or if SGS does not grant renewed approval, the right of use shall lapse at the end of the current term of use or at an earlier date notified by SGS, provided there are grounds for revocation, suspension or prohibition.

14.5. The Client must cooperate with any necessary repeat tests and provide SGS with the necessary information, documents, samples and specimens in good time.

15. Revocation, suspension and prohibition of use

15.1. SGS is entitled, for good cause, to revoke or suspend the right of use in whole or in part, or to prohibit the continued use of individual language versions, layouts, advertising materials, media, channels or other areas of application.

15.2. Good cause shall be deemed to exist, in particular, in the event of use of the analysis certificate that is contrary to the contract, misleading or unlawful; use outside the approved areas of application; use for untested test items; unauthorized alterations to the analysis certificate; alterations to the test item or the basis of testing; failure to pass a repeat test; official complaints; other legal risks; statutory, regulatory or technical changes; reputational risks to SGS, late payment or other material breaches of duty by the Client.

15.3. Where reasonable, SGS shall grant the Client a reasonable period to remedy the situation prior to any revocation, suspension or prohibition. Setting a time limit is not required if the breach is serious, there is a particular urgency, remedy is impossible, or SGS deems immediate action necessary for legal, technical or reputational reasons.

15.4. During a suspension, the Client must not use the analysis certificate. Following revocation, permanent prohibition or termination of the right of use, any further use is prohibited.

16. Termination

16.1. The right of both parties to terminate the contract for good cause remains unaffected.

16.2. SGS is entitled, in particular, to terminate the contract for cause if the Client breaches material obligations under these General Terms and Conditions or the contract and fails to remedy the breach within a reasonable period despite receiving a formal notice, or if, in the circumstances, a formal notice is not required.

16.3. Termination shall not affect any payment claims or other rights of SGS that have already arisen.

17. Consequences of termination, revocation, suspension or expiry

17.1. Upon expiry of the term of use, termination, revocation, definitive prohibition or any other cessation of the right of use, the Client must immediately cease all use of the analysis certificate.

17.2. The Client must immediately remove the analysis certificate from websites, online shops, sales platforms, marketplaces, product pages, packaging, advertising materials, social media profiles and other areas of use.

17.3. At SGS's request, the Client must provide evidence that use has been discontinued and removed.

17.4. Any statutory or contractual claims by SGS arising from unauthorized use remain unaffected.

18. Liability of SGS

18.1. SGS shall be liable without limitation for damage resulting from injury to life, limb or health, in cases of willful misconduct and gross negligence, and in cases of mandatory statutory liability.

18.2. In cases of simple negligence, SGS shall only be liable for breaches of material contractual obligations. In such cases, liability shall be limited to the foreseeable damage typical for this type of contract, up to a maximum of 50,000 euros per contract year.

18.3. Essential contractual obligations are those obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Client may reasonably rely.

18.4. Liability for indirect damage, consequential damage and loss of profit is excluded, unless liability is mandatory under clause 19.1.

18.5. The limitations of liability also apply in favor of SGS's legal representatives, employees and vicarious agents.

18.6. If the testing Services or the analysis confirmation are based on unclear, incorrect, incomplete

or misleading information, documents, samples or specimens provided by the Client, SGS shall not be liable.

18.7. SGS shall not be liable for testing Services that are delayed, or not performed in part or in full, insofar as this results directly or indirectly from events beyond SGS's control, in particular in the event of a breach by the Client of the obligations set out in Clause 4 of these General Terms and Conditions.

19. Time limits for claims for damages

19.1. In the event of claims for damages, the Client must notify SGS in writing within three months of discovering the circumstances giving rise to the damage.

19.2. Claims for damages by either party arising from breaches of duty by the other party shall be time-barred after 24 months, calculated from the statutory commencement of the limitation period.

20. Confidentiality

20.1. The Client and SGS undertake to keep confidential any trade and business secrets received from the other party in the course of the contractual relationship, not to disclose them to third parties without the prior written consent of the other party, and not to use them for their own purposes without authorization.

20.2. Information received in the course of the contractual relationship shall be treated as confidential by SGS, unless it is publicly known or accessible, was already known to SGS, or was disclosed to SGS by a third party without any breach of a duty of confidentiality. For the purposes of this Clause 21, 'third parties' do not include any companies affiliated with SGS within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) or any subcontractors.

21. Intellectual Property Rights in Test Methods

21.1. SGS reserves all rights to all test methods and/or procedures, as well as to all equipment or apparatus which it has developed itself or which it uses generally, unless these were developed exclusively for the Client in the course of providing the testing Services in accordance with a written agreement.

22. Data Protection

22.1. In the course of providing the Services, SGS and the Client may mutually gain access to the other party's personal data. The parties shall process personal data solely for the fulfilment of their contractual obligations and under their own responsibility; any further processing constituting a change of purpose is prohibited.

22.2. SGS and the Client shall process personal data in accordance with Regulation (EU) 2016/679 (GDPR) and other legal obligations and shall comply with the information requirements set out in Articles 13 et seq. of the GDPR. To this end, SGS shall provide the Client with the Data Protection Information for Clients, which is available under Data Protection at SGS. The Client undertakes to inform its employees working within the scope of the contractual relationship of this.

23. Force majeure

23.1. SGS shall not be liable for any failure to perform the testing Services in accordance with the contract or for any delays in performance, insofar as these are caused by force majeure or other events that were unforeseeable and/or unavoidable at the time the contract was concluded and for which SGS is not responsible. SGS shall notify the Client of this without delay.

23.2. Where such events make it significantly more difficult or impossible for SGS to perform the Service, and the hindrance is not merely temporary or lasts for more than three months, SGS shall be entitled, at its discretion, to withdraw from the contract or to terminate it in whole or in part. In the event of termination, the Client shall reimburse SGS for any non-refundable expenses incurred, as well as that part of the agreed remuneration corresponding to the Services already rendered.

24. Assignment and Transfer

24.1. The Client may only assign or transfer rights or obligations arising from the contractual relationship with the prior consent of SGS.

25. SGS is entitled to transfer the rights and obligations arising from the contractual relationship to an affiliated company of SGS as defined in Sections 15 et seq. of the German Stock Corporation Act (AktG)

26. Amendments and Additions

26.1. Amendments and additions to the order must be made in writing as a minimum, unless a more stringent form is mandatory.

26.2. Legally relevant declarations in connection with approvals, revocations, suspensions, prohibitions or terminations may be made in writing, unless a more stringent form is mandatory.

27. Reference, use of trademarks and non-solicitation

27.1. SGS may cite its collaboration with the Client as a reference. The Client may object to such use in writing within four weeks of the commencement of the contractual relationship.

27.2. The use of SGS's company name and/or registered trademarks for advertising purposes of any kind, beyond the scope of the analysis confirmation authorized in accordance with these General Terms and Conditions, is not permitted unless prior written consent has been granted by SGS.

27.3. During the provision of testing Services and for a period of one year thereafter, the Client is not permitted to poach SGS employees, either directly or indirectly, to encourage them to do so, or to attempt to do so by means of offers.

28. Severability Clause

28.1. Should any provision of these General Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions remain unaffected.

28.2. To the extent permitted by law, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely approximates the economic purpose of the invalid or unenforceable provision.

29. Choice of law and jurisdiction

29.1. The law of the Federal Republic of Germany shall apply, to the exclusion of conflict-of-law provisions.

29.2. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Hamburg, insofar as permitted by law. SGS is also entitled to bring proceedings against the Client at the Client's general place of jurisdiction.