

General terms and conditions for consulting services

1. GENERAL

1.1 These General Terms and Conditions ("GTC") shall apply to all consulting services, information as well as ancillary services provided for this purpose ("Consulting"), which are commissioned or ordered from a company affiliated with SGS Holding Deutschland B.V. & Co. KG within the meaning of §§ 15 et seq. AktG (hereinafter referred to as "SGS").

1.2 These GTC shall only apply to companies in the sense of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law from which SGS has received the order ("Customer").

1.3 These GTC apply exclusively. Deviating, conflicting or supplementary general terms and conditions or conditions of purchase of the Customer shall only become part of the contract if and to the extent that SGS has expressly agreed to their validity in writing.

1.4 Amendments to the GTC shall also become part of current contracts as of their validity if the Customer does not object within a period of one month after notification of the amendment despite specific reference to his right of objection by SGS.

1.5 The written form agreed between the Customer and SGS in accordance with these GTC for the preparation and transmission of documents within the scope of their contractual relations (including offers, acceptance, subsidiary agreements, supplements) is also complied with if this is done electronically. In this respect, transmission via the Internet by unencrypted e-mail or other digital means of transmission (e.g. via Customer interface, Internet portal, etc.) or by fax shall be sufficient.

1.6 The Customer accepts that messages sent via the Internet without encryption can be lost, altered or falsified with or without the intervention of third parties, that conventional e-mails are not protected against access by third parties and that SGS therefore accepts no liability whatsoever for the confidentiality and integrity of e-mails that have left the Customer's area of responsibility. SGS assumes no liability for data security during transmission via the Internet, nor for data security when under the Customer's control. This also includes malware occurring

in connection with the electronic transmission of data and possible damage to the Customer resulting therefrom.

2. CONDUCT OF THE CONSULTING

2.1 SGS shall provide advice exclusively with regard to the subject matter of the Consulting as specified in more detail by SGS in the offer as well as in any attachments to the offer.

2.2 SGS owes only the agreed Consulting activity or other contractual service, not a certain success or a further specified result. The Customer is solely responsible for deciding on the timing as well as the type and scope of the implementation of the measures recommended by SGS or agreed with the Customer. This applies even if the Customer accompanies the implementation of coordinated plans or measures by the Customer.

2.3 SGS shall provide the advice with care and diligence in accordance with the current state of the art and science. SGS shall, after consultation with the Customer and if reasonable in the individual case, take into account general process descriptions, certain industry and scientific standards and, if applicable, specific regulations, methods and application practices of the Customer, as far as specified by the Customer.

2.4 SGS shall determine the place, time and manner of the consultation independently at its due discretion. If in individual cases the presence of SGS employees at the Customer should be necessary, the employees are available for this purpose. The dates for this will be agreed between SGS and the Customer.

2.5 As a matter of principle, SGS is not entitled or obliged to act as the Customer's representative vis-à-vis third parties, in particular to conduct negotiations or to make declarations of intent with effect for or against the Customer. Exceptions require prior written agreement.

2.6 SGS is entitled, with the Customer's prior written consent, to engage third parties to assist it in the execution of the Consulting. The Customer will only refuse his consent if his legitimate interests are at risk. The Customer's prior consent is not required if a company affiliated with SGS within the meaning of §§ 15 AktG et seq. assists in the execution of the Consulting.

2.7 SGS shall provide the Consulting within the time limits customary in the market. Dates and deadlines for the provision of Consulting services are only binding if and insofar as they are confirmed by SGS in writing in advance.

2.8 Compliance with dates and deadlines shall be subject to the timely receipt of all documents and information to be provided by the Customer and the timely fulfillment of the Customer's cooperation obligations pursuant to Section 3.

3. COOPERATION OF THE CUSTOMER

3.1 The Customer has to support the Consulting by appropriate cooperation. In particular, he shall provide SGS with the information, data and documents necessary for the consultation and - if necessary - allow SGS employees access to his business premises during his business hours to the extent necessary. In addition, the Customer will, if agreed, provide the necessary working materials, in particular workstations and computers, in his business premises to a reasonable extent.

3.2 The Customer shall be obliged to designate a contact person and a deputy as permanent reference persons for all matters relating to the consultation. They are to be put in a position to either make all decisions relating to the consultation themselves or to bring them about in a timely manner. In addition, the Customer shall provide those employees whose special knowledge SGS requires in each case to carry out the Consulting.

3.3 The Customer is furthermore obliged to inform SGS if he has received or intends to receive conformity assessment measures such as certifications by a company affiliated with SGS within the meaning of §§ 15 AktG ff. within a period of 24 months before as well as after the consultation.

3.4 If the Customer fails to comply with his obligations to cooperate and if for this reason SGS is unable to complete its Consulting services in whole or in part within the agreed period of time, the period of time agreed upon for this purpose shall be reasonably extended. SGS shall nevertheless be entitled to remuneration from the Customer for the period in which SGS cannot complete the consultancy.

4. REMUNERATION, EXPENSES

4.1 SGS shall receive remuneration for its

services on the basis of the offer prepared by SGS plus statutory value added tax.

4.2 In addition to the remuneration, SGS is entitled to reimbursement of all its necessary reasonable expenses incurred by SGS in preparation for and in the performance of the consultancy. This includes travel costs, travel time, expenses and accommodation costs.

4.3 In the event of unforeseen obstacles or additional costs in the provision of advice, SGS shall endeavor to inform the Customer; SGS shall also be entitled to charge the Customer for the necessary additional expenditure.

4.4 Unless otherwise provided in the offer, SGS will invoice the Customer at the end of each month for the remuneration and expenses incurred. SGS is entitled to issue the invoice in electronic form. Each invoice shall contain a list and explanation of the activities performed in the respective billing period and their respective time scope.

4.5 The Customer undertakes to transfer the remuneration and expenses to the account of SGS specified in the invoice within 14 days after receipt of a proper invoice.

4.6 The Customer shall be in default without a reminder. From the beginning of the default, the Customer shall be charged interest in the amount of 9 percentage points above the base interest rate, unless a higher interest rate results from statutory regulations.

4.6 The Customer may only offset against claims of SGS or assert a right of retention if the Customer's counterclaim is undisputed or has been legally established.

5. TAX CLAUSE FOR INTERNATIONAL SERVICES

5.1 This Section 5 shall only apply if the Customer or a subcontractor used by SGS has its registered office outside of Germany.

5.2 All prices and costs for services provided by SGS or an affiliated company within the meaning of §§ 15 ff. AktG affiliated company or a subcontractor do not include taxes. This includes, but is not limited to, sales taxes or equivalent duties, taxes in particular import duties, stamp duties, ancillary costs or withholding taxes. Nor do they include any related liabilities (collectively "taxes") charged to the Customer under applicable national law.

5.3 Any payment made by the Customer shall be made free of and without withholding or deduction of any taxes. This shall not apply if such withholding or deduction is required by applicable law or applicable double taxation treaties. Customer shall promptly provide SGS with evidence of such payment and copies of all documents submitted with each such payment.

5.4 The Parties shall use their best efforts to obtain a refund of the deduction amounts or reimbursement of the respective tax. They shall assist each other in their obligations in this respect. Refunded taxes shall be reimbursed in accordance with the amounts due.

6. RESULTS OF WORK

6.1 "Work Results" are all works created by the activity of SGS in connection with the Consulting of the Customer, in particular documents, project sketches, presentations and drafts.

6.2 Upon payment of the full remuneration, SGS grants the Customer the non-exclusive, non-transferable right to use the work results created by SGS within the framework of the performance of the contract and the documents embodying them which have been handed over to the Customer for the use of the services provided by SGS as contractually agreed or resulting from the purpose of the contract. This also applies insofar as the work results are protected or protectable and also includes the secret know-how contained therein.

6.3 The Customer shall be granted the right to reproduce the work results provided for internal company purposes. Copyright notices and other protective notices may not be removed in the process. The granting of sublicenses requires the prior written consent of SGS.

6.4 Disclosure of work results to authorities or other public bodies is permitted if and to the extent that this is required for the contractually stipulated purpose or is prescribed by law. Any publication or reproduction of the work results, in particular via the Internet or for advertising purposes, as well as any other disclosure to third parties, even in part, shall only be permitted with the prior written consent of SGS.

6.5 SGS reserves its rights to all Consulting methods and/or procedures as well as to technical equipment which it develops itself or generally uses within the

framework of the contract, unless these were developed exclusively for the Customer within the framework of the provision of the work results in accordance with a written agreement.

7. CONFIDENTIALITY

7.1 "Confidential Information" means all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential due to the circumstances, in particular information on operational processes, business relations and know-how, as well as - for SGS - all work results.

7.2 The parties agree to maintain confidentiality about such confidential information. This obligation shall continue for a period of 5 years after termination of the contract.

7.3 Such confidential information is excluded from this obligation,

- which were demonstrably already known to the recipient at the time the contract was concluded or subsequently become known to it from a third party, without this violating a confidentiality agreement, statutory regulations or official orders;
- which are public knowledge at the time of conclusion of the contract or are made public thereafter, unless this is due to a breach of this contract;
- which must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obligated to disclose shall inform the other party in advance and give it the opportunity to object to the disclosure.

7.4 The parties shall disclose the Confidential Information only to those employees who need to know it for the performance of this Agreement and shall also oblige such employees to maintain confidentiality to the extent permitted by labor law for the period after their departure.

8. DATA PROTECTION

During the performance of services, SGS and the Customer may mutually gain access to the personal data of the other party. The parties process the personal data only for the fulfillment of the contractual obligations under their own responsibility. Any further processing that constitutes a change of purpose is prohibited. SGS and Customer shall (i) process the Personal

Data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (DS-GVO) and other legal obligations and (ii) comply with the information requirements of Articles 13 et seq. DS-GVO. For this purpose, SGS shall provide Customer with the data protection information for Customers, which is available at <https://www.sgsgroup.de/privacy-customers>. The Customer undertakes to inform his employees working within the framework of the contractual relationship about this and to make the data protection information for Customers accessible to them.

9. LIABILITY

9.1 SGS shall provide advice on the basis of the information, data and documents provided by the Customer. The Customer has on his own responsibility the

necessary conclusions and decisions based on the advice given by SGS. If the advice given by SGS is based on unclear, incorrect, incomplete or misleading information provided by the Customer, SGS shall not be liable.

9.2 SGS shall not be liable for late, partial or complete failure to provide advice if this results directly or indirectly from events beyond the control of SGS (e.g. in the event of breach of the Customer's obligations to cooperate or in cases of force majeure).

9.3 SGS shall be liable, limited to the foreseeable damage typical for the contract, for damages resulting from simple negligent breach of essential contractual obligations; essential contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely. The liability of SGS due to simple negligence in case of breach of non-essential contractual obligations is excluded.

9.4 However, SGS's liability under clause 9.3 above shall be limited to an amount of EUR 100,000 per case of damage. SGS shall only be liable for indirect or consequential damage if and to the extent that such damage is typical for the contract and was foreseeable at the time of conclusion of the contract.

9.5 The limitations of liability of this clause 9 shall not apply to damages if they are based on gross negligence or intent as well as in cases of mandatory legal

liability (in particular under the Product Liability Act). The same applies to damages resulting from injury to life, body or health, if SGS is responsible for the breach of duty. The breach of duty by SGS in the sense of this clause 9 is equal to that of its legal representative or vicarious agent.

10. FORCE MAJEURE

If SGS is prevented in whole or in part from performing its obligations under the contract for serious reasons that are unforeseeable and beyond its control ("Force Majeure"), such as natural disasters, war, terrorist activities, labor disputes or pandemics, SGS shall be relieved of its obligation to perform and shall not be responsible for any partial or total failure to perform its obligations under the contract.

In this case, the Customer pays SGS:

- the expenses incurred by SGS due to the termination of the execution of the contract failed;
- a partial amount of the agreed remuneration corresponding to the part of the services actually performed by SGS.

If SGS is prevented from fulfilling its obligations under the contract for more than 3 months due to force majeure, either party shall be entitled to terminate the contract with immediate effect.

11. DEADLINES

11.1 In the event of claims for damages, the Customer shall notify SGS in writing within three months after discovery of the circumstances giving rise to the damage.

11.2 In any case, claims for damages of the parties arising from breaches of duty of the respective other party shall become statute-barred after 24 months calculated from the statutory commencement of the limitation period.

12. TERM OF THE CONTRACT, TERMINATION

12.1 The Consulting agreement shall commence on the date specified in the offer. If this is not specified in the offer, it shall commence on the date of commissioning by the Customer.

12.2 The contract may be terminated by either party with one month's notice.

12.3 The right to extraordinary termination for good cause remains unaffected. In

particular, SGS is entitled to extraordinary termination if the Consulting by SGS violates accreditation law or other regulations concerning the requirement of impartiality and independence of a company of the SGS Group as conformity assessment body.

12.4 If the Customer has duly terminated the contract, but SGS has already incurred expenses for the preparation or execution of the consultation, the Customer is obliged to reimburse SGS for these expenses.

13. MISCELLANEOUS

13.1 During the provision of the Consulting services and for the subsequent period of one year after termination of the contract, the Customer is not permitted to directly or indirectly solicit, encourage or attempt to solicit employees of SGS by means of offers.

13.2 The use of the company name and/or trademarks of SGS for the purpose of Advertising purposes of any kind are not permitted unless prior written consent has been given by SGS.

13.3 SGS may name the cooperation with the Customer as a reference. The Customer may object to the use in writing within four (4) weeks after the establishment of the contractual relationship.

14. FINAL PROVISIONS

14.1 If one or more provisions of these GTC are invalid in whole or in part, this shall not affect or impair the validity of the remaining provisions.

14.2 Amendments and supplements to this contract must be made in writing. This shall also apply to the amendment or cancellation of the written form requirement.

14.3 All disputes arising out of or in connection with the Consulting agreement between the parties shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the rules of private international law. The exclusive place of jurisdiction for all such disputes is the court which has general subject matter and local jurisdiction for SGS. SGS may also sue the Customer at his general place of jurisdiction.

Status: 31.03.2021



WHEN YOU NEED TO BE SURE