

TERMS AND CONDITIONS

1. Applicability

Any agreement between TÜV AUSTRIA BELGIUM NV and its Principals (clients) shall be concluded under these Terms and Conditions. Terms and Conditions once concluded shall also be valid—until revoked by TÜV AUSTRIA BELGIUM NV—for any future contractual agreements. The applicability of the Principal's purchase and other terms and conditions of business shall hereby be excluded for the entire professional association. In case of conflict between these general terms and conditions and any separate written agreement, the provisions of the written agreement shall prevail. TÜV AUSTRIA BELGIUM NV reserves the right to alter these general terms and conditions until it has expressly accepted the order to be executed.

2. Quotations

2.1. Quotations, order forms and contract proposals issued by TÜV AUSTRIA BELGIUM NV shall, unless agreed otherwise in writing, be subject to change and non-binding. Unless otherwise provided, any price offer shall be valid for one month after its date. A mutually binding agreement shall come into force only with the receipt by the Principal of the written confirmation of the order by TÜV AUSTRIA BELGIUM NV or the commencement of the provision of services through TÜVAUSTRIA BELGIUM NV. Changes and additions to the agreement shall have to be made in writing. This shall also apply to any agreement to waive the requirement to make such amendments in writing. Verbal information, ancillary arrangements and undertakings by agencies or employees of TÜV AUSTRIA BELGIUM NV shall, at any stage of the contractual process, be binding only if confirmed in writing.

2.2. Upon notification of inspections and their performance TÜV AUSTRIA BELGIUM NV shall not assume the obligation incumbent upon the Principal to adhere to this or follow-up inspection appointments.

3. Geographical applicability

Fees quoted shall be, unless expressly stated otherwise, applicable only for services provided in Belgium.

4. Implementation of agreement

- 4.1. TÜV AUSTRIA BELGIUM NV shall be liable to provide services only as expressly set out in the agreement, which services shall be provided in compliance with generally acknowledged technical regulations. TÜV AUSTRIA BELGIUM NV shall not assume any liability for the accuracy of laws, directives and standards on which the agreements are based.
- 4.2. On conclusion of agreement, the volume of orders shall be set down in writing. If in the course of the proper implementation of the contract changes or excesses to the agreed contract volume should become necessary, TÜV AUSTRIA BELGIUM NV shall be entitled to carry these out on the basis of the Terms and Conditions in hand, even without written notification, provided that the charges last agreed upon shall not be exceeded by more than 15%. If the modification exceeds 15%, then these shall need to be agreed upon in writing prior to the provision of the additional services. If the modified contractual volume raises the charges last agreed upon by more than 50%, the Principal shall be entitled to withdraw from the contract within three days from notification of the new fees. The Principal however shall pay for the services that have already been provided in accordance with the amount agreed on.
- 4.3. TÜV AUSTRIA BELGIUM NV shall not assume any liability for the proper operation and functionality of objects inspected exclusively for technical safety, unless specifically stated in the agreement. In particular, design, choice of materials and construction of equipment and installations shall be subject to inspection only if the agreement specifically provides for such services. The same shall apply likewise to safety programmes or safety regulations.

- 4.4. On conclusion of agreement the Principal shall provide TÜV AUSTRIA BELGIUM NV with all the required documents such as drawings, plans, calculations and certifications, obtain any authorizations and clearances that may be required, provide contract-related information at any time, and carry out, prior to the commencement of inspections, the required preparations, in particular to make the object of inspection accessible. Also, the Principal shall provide the employees of TÜV AUSTRIA BELGIUM NV with the guidelines that must be followed in the object that is being inspected, as well as provision of the various safety devices or equipment specific to that object of inspection. The Principal shall make sure that one of the authorized representatives of the Recipient is present to operate the devices/equipment to be inspected, among other things. The Principal shall undertake to make all reasonable efforts to provide the required documents or authorizations on time. If the Principal fails to fulfil these obligations, despite a deadline having been set by TÜV AUSTRIA BELGIUM NV, the agreement shall be revoked on expiry of the deadline. In this event TÜV AUSTRIA BELGIUM NV shall be entitled to claim damages for nonfulfillment.
- 4.5. TÜV AUSTRIA BELGIUM NV shall not be obliged to verify the accuracy of documents provided as a basis for inspection or the accuracy of verbal statements provided by the Principal or his employees, but it shall presume the accuracy of such information.
- 4.6. TÜV AUSTRIA BELGIUM NV shall be entitled to determine the method and type of inspection at its discretion on the basis of professional criteria.
- 4.7. TÜV AUSTRIA BELGIUM NV shall be entitled to produce copies of the written documents provided to it for the purposes of inspection and to keep them in its records and to save the Principal's data and data arising from the business dealings for its own purposes in an electronic data processing installation. In accordance with clause 10 of Terms and Conditions the Principal shall hereto expressly give his consent.
- 4.8. TÜV AUSTRIA BELGIUM NV shall carry out inspections, unless agreed otherwise in individual cases, with one inspector per area of expertise. Any assistance required or useful for the inspection shall be provided to TÜV AUSTRIA BELGIUM NV by the Principal or a third party on behalf of the Principal, free of charge. The Principal shall undertake to make every reasonable effort to provide the required or useful assistance. In providing such assistance the Principal shall monitor and adhere to applicable legal or official provisions, in particular in the area of employee protection.
- 4.9. The client allows the accreditation body to accompany and observe (audit) the conformity assessment activities, which are covered by contract, of TÜV AUSTRIA BELGIUM NV.
- 4.10. TÜV AUSTRIA BELGIUM NV reserves the right to entrust certain work to third parties who shall work under the responsibility of TÜV AUSTRIA BELGIUM NV, in conformity with the laws and the regulations concerning authorization or accreditation.
- 4.11. The reports shall be drawn up in the name of and on the account of the Recipient, and one single copy shall be sent in the language applicable during the site visit - in French in Wallonia, in Dutch in Flanders, in French or Dutch in the Brussels Capital Region and its suburbs, and in English in case of orders abroad. Translation costs if any shall be borne by the Recipient. Except in the case of mandatory laws to the contrary or any obligation arising under an accreditation, TÜV AUSTRIA BELGIUM NV shall preserve a copy of the inspection report and the related documents for a maximum period of five years. The conclusions of the report shall only relate to the findings that were made at the time of the performance of work.
- 4.12. TÜV AUSTRIA BELGIUM NV and the Recipient undertake to treat all confidential information such as, among other things,

financial, operational and technical information received during the order, as strictly confidential and to not disclose the same to third parties, except:

- with the express consent of the other party;
- where the Recipient publishes the entire report to third parties;
- if disclosure of the same is required under statutory or regulatory provisions;
- on the demand of any judicial authority or (supervisory) governmental agency. In the two latter cases, the other party shall be notified concerning the same.

5. Terms and deadlines/delays

- 5.1. Terms and deadlines as stipulated in the agreement shall be based on estimates of the volume of work as per information provided by the Principal. These deadlines shall become binding only when expressly stipulated in writing as 'binding' by TÜV AUSTRIA BELGIUM NV. Delays shall not entitle the Principal to claim damages, irrespective of legal title.
- 5.2. Terms stipulated as binding shall commence with the complete accord in all parts of the agreement and about all conditions of the services to be provided and end with the provision of services by TÜV AUSTRIA BELGIUM NV. They shall cease to be binding when the Principal is in default with his obligations according to the provisions of the Terms and Conditions in hand, in particular with regard to clauses 4.4. to 4.8, for whatever reason.
- 5.3. If fulfillment of the agreement is delayed by circumstances which TÜV AUSTRIA BELGIUM NV is not accountable for (e.g. operational disruptions, strike, force majeure, transport impediments etc.) TÜV AUSTRIA BELGIUM NV shall be entitled, under exclusion of warranties, rescission for mistakes and/or claims for damages, either to withdraw from the agreement or to extend the deadline by an appropriate period of time. This shall also apply when the events occur at a point in time at which TÜV AUSTRIA BELGIUM NV is already in default. TÜV AUSTRIA BELGIUM NV shall notify the Principal of this in good time. In the event of withdrawal from the agreement TÜV AUSTRIA BELGIUM NV shall be entitled to charge the Principal for partial services rendered up to that point in time at the prices agreed upon.

6. Terms of payment

- 6.1. Services shall be charged in accordance with the offers, price lists and so on valid on conclusion of the agreement. If the provision of services extends over a period of more than one year or if services are provided repeatedly, services shall be charged in accordance with prices as valid at the point in time when individual services are provided.

The prices shall be fixed assuming a normal working day of eight hours, between 6:00 hrs and 20:00 hrs, from Monday to Friday, with the exception of public holidays, without the working day (including travelling time and waiting time) amounting to more than nine hours.

A surcharge on the specified prices shall be charged for work that is done:

- on Saturdays, between 6:00 hrs and 20:00 hrs, or on a normal working day between 20:00 hrs and 6:00 hrs: 50% surcharge;
- for more than eight hours per day: 50% surcharge;
- on Saturdays after 20:00 hrs, Sundays and public holidays: 100 % surcharge.

TÜV AUSTRIA BELGIUM NV may charge for delays or waiting times, additional costs and services rendered, for example, for the conduct of necessary additional investigations in addition to the agreed order, consequent on findings made during the execution of the order. TÜV AUSTRIA BELGIUM NV shall fix the charges for such delay, waiting times, and additional services in accordance with the principles contained in this clause.

- 6.2 Prices stated in a price offer or special agreement shall continue to apply for the duration of the specific order as laid down in the price offer or special agreement. Notwithstanding

the above, TÜV AUSTRIA BELGIUM NV expressly reserves the right to charge any additional tax duties or levies that may apply to the services to be provided, or are imposed or applied between the day of conclusion of the agreement and the date of delivery of the service in question.

- 6.3 TÜV AUSTRIA BELGIUM NV may revise all its prices at any time if its costs change due to the imposition of new taxes and/or levies or where the costs of TÜV AUSTRIA BELGIUM NV change due, among other things (without limitation), to a change in the law, a change in the energy prices, a change in the salaries and/or fuel costs, and/or a change in foreign exchange rates, based on the indexation of the sector. Revised prices shall be notified to the Recipient in writing at least 14 calendar days before they come into force. After the expiry of this period, TÜV AUSTRIA BELGIUM NV shall have the right to apply the new prices to each new order as applicable at the time of the execution of the order, and as submitted to the Recipient.
- 6.4. If TÜV AUSTRIA BELGIUM NV provides services for a period of time extending to more than 4 weeks, TÜV AUSTRIA BELGIUM NV shall be entitled to issue monthly invoices for partial provision of services. Partial and total payment of invoices shall be effected promptly and without deduction upon receipt of the invoice, stating invoice and customer numbers.
- 6.5. Objections to invoices shall be made and substantiated in writing within a period of two weeks following receipt of the invoice, failing which the invoice shall be deemed to have been accepted.
- 6.6. In the event of default of payment, even if only one item is outstanding, all outstanding claims—even those from other agreements and regardless of any diverging payment terms—shall fall due immediately and TÜV AUSTRIA BELGIUM NV may opt to demand immediate payment of the outstanding claims and suspend the fulfilment of the agreement while awaiting the receipt of such payment, or else withdraw from the agreement without notice and claim compensation for damages on the grounds of non-fulfilment.

In case of full or partial non-payment of an invoice by the due date, the Recipient shall, by operation of law and without the need to issue a prior notice of default, be liable to pay late payment interest of 1% per month, for each month that commences, and a lump sum damage compensation equal to 15% of the unpaid invoice amount subject to a minimum of "50, by operation of law and without prejudice to the rights of TÜV AUSTRIA BELGIUM NV to demand higher damage compensation, provided proof is provided of higher damage actually incurred. All judicial (insofar as legally permissible) and extrajudicial collection costs shall be borne by the Recipient. In case of non-payment by the due date, TÜV AUSTRIA BELGIUM NV shall also have the right to suspend other orders until full payment of the invoice, and furthermore, all other debt claims against the Recipient that have not yet become due shall become immediately payable by operation of law and without the need to issue a prior notice of default.

Setting-off of claims by the Recipient is expressly excluded, unless these claims have been ascertained in a legally binding manner by a court of law or acknowledged by TÜV AUSTRIA BELGIUM NV in writing. Payments received shall first be applied towards the costs payable, then towards interest, and thereafter against the principal amount of the earliest outstanding invoice.

- 6.7. When in doubt prices shall always be exclusive of Belgian or foreign taxes if any (which shall include, but not be limited to VAT). Except where it is expressly agreed otherwise, the aforesaid prices shall also not include travelling and accommodation costs and the subsistence costs of the employees of TÜV AUSTRIA BELGIUM NV.
- 6.8. Several contractual partners shall be liable jointly and severally.

7. Warranty

7.1. Except where agreed otherwise, all the obligations of TÜV AUSTRIA BELGIUM NV under these general terms and conditions shall constitute best-efforts undertakings, and the work shall be executed in accordance with the rules of the trade.

7.2. Any complaint concerning work executed by TÜV AUSTRIA BELGIUM NV must be submitted to TÜV AUSTRIA BELGIUM NV in writing within 8 days after the Recipient discovered such damage or should reasonably have discovered the same, and in any case, within a maximum period of one year after the delivery of the work, on pain of the lapsing of any right of recourse on the part of the Recipient in this regard. The procedure for complaints and objections is available on the written request of the Recipient. If it appears that after being notified in writing concerning the same, TÜV AUSTRIA BELGIUM NV has committed errors in any manner in the execution of the order for which it is liable under these general terms and conditions, TÜV AUSTRIA BELGIUM NV shall, within a reasonable period after having been made aware of the fact, execute such work once again at its own cost.

Notifications of defects shall not confer entitlement to withhold payment of invoiced amounts in whole or in part.

7.3. Warranty claims of the Principal shall, at the choice of TÜV AUSTRIA BELGIUM NV, be limited to rectification or supply of a replacement. TÜV AUSTRIA BELGIUM NV shall be entitled to carry out an appropriate number of attempts, at any rate a minimum of two, at rectification or supply of replacements.

If attempts at rectification or the supply of a replacement do not lead to success within an appropriate period of time or if the rectification or supply of replacement is economically unfeasible, the Principal shall be entitled to an alteration of agreement or price reduction. An alteration of agreement on the grounds of immaterial, irremediable defects shall be excluded. In that case an appropriate reduction of price shall be effected.

7.4. Warranty claims of the Principal—even for so-called incorporeal works, such as, for instance, expert opinions or software development—shall expire within a year of completion of the services performed by TÜV AUSTRIA BELGIUM NV. The warranty period shall neither be extended nor interrupted by rectifications or attempts at rectification, in particular not if these fall outside the herewith stipulated warranty period.

7.5. Compensation for damages and claims on and from rescission on the grounds of a mistake that arise from a defective delivery or performance of services, shall expressly be excluded, unless employees of TÜV AUSTRIA BELGIUM NV by acts of intent or gross negligence are responsible for such claims.

8. Liability

8.1. If the contractual partner lodges against TÜV AUSTRIA BELGIUM NV (including its authorised representatives or employees) claims for compensation, he shall be obliged to furnish proof in respect of cause, illegality, fault and degree of fault. The relinquishment of warranty claims and claims for compensation to third parties shall be inadmissible.

8.2. If the Principal incurs damages due to a bindingly stipulated performance period having been exceeded through the fault of TÜV AUSTRIA BELGIUM NV, the claim shall not exceed a maximum of 5% of that part of the contract affected by the delay.

8.3. The following disclaimers of warranty and limited warranties shall also apply to delictual claims insofar as these compete with contractual claims.

8.4. TÜV AUSTRIA BELGIUM NV (including its authorised representatives or employees) shall not be liable for damages of any kind. This exclusion shall not apply

- to damages caused by TÜV AUSTRIA BELGIUM NV with intentional misconduct or fraud
- in cases of minor negligence for damages from injury to life, limb or health; however only insofar as this is provided for in the respective insurance cover taken out by TÜV AUSTRIA BELGIUM NV, consequently up to the maximum amounts stated in clause 8.7.

8.5. In all cases liability of TÜV AUSTRIA BELGIUM NV shall, moreover, with the exception of injury to life, limb and health, be limited to damages typical of this type of agreement and foreseeable for TÜV AUSTRIA BELGIUM NV on completion of the agreement or on breach of duty being committed.

8.6. Legal disclaimers and limitations of liability under clauses 8.1 to 8.5 shall also apply to the liability of the company for its agencies and employees as well as the personal liability of agencies and employees of the company.

8.7. TÜV AUSTRIA BELGIUM NV shall not be held liable for minor negligence on the part of vicarious agents who are not agencies or employees. Furthermore, liability of TÜV AUSTRIA BELGIUM NV for vicarious agents who are not agencies or employees, as well as from misconduct of agencies and employees, insofar as liability in their regard can be established contrary to the provisions of these Terms and Conditions shall be limited to:

- € 7,500,000 for personal injury and material damage
- € 3,000,000 for pecuniary damage, in each case per contract and in total.

Amounts in excess of those stated above may be agreed upon at the request and expense of the Principal, provided that TÜV AUSTRIA BELGIUM NV shall be able to obtain the corresponding insurance cover from its insurance company.

8.8. Claims for damages by the Principal, except for acts of intentional misconduct or fraud on the part of TÜV AUSTRIA BELGIUM NV or its agencies/executives, shall be excluded unless asserted in a court of law within a period of three months following rejection of the claims with a corresponding notice by TÜV BELGIUM NV or its insurers. Any possible claims for damages by the Principal vis-à-vis TÜV AUSTRIA BELGIUM NV (except for acts of intentional misconduct or fraud on the part of the company or its agencies/executives) expire within a year of the Principal having obtained knowledge of these claims, unless provisions elsewhere or the law provide for shorter prescription. This shall not apply to delictual claims.

8.9. The preceding legal disclaimers and limitations of liability under clauses 8.1 to 8.8 shall not apply to claims pursuant to the *Product Liability Act*, insofar as liability is mandatory under this Act.

8.10. Inasmuch as TÜV AUSTRIA BELGIUM NV is liable vis-à-vis the Principal for acts of intent or gross negligence or omissions of its agencies, employees and vicarious agents, it may demand the assignment of any possible claim for compensation of the Principal vis-à-vis the agency, employee and vicarious agent of TÜV AUSTRIA BELGIUM NV.

8.11. If third parties, who neither have a contractual relationship with TÜV AUSTRIA BELGIUM NV nor with the Principal, on the basis of an agreement between TÜV AUSTRIA BELGIUM BV and the Principal, assert claims against TÜV AUSTRIA BELGIUM NV, its agencies, employees and vicarious agents, which are not attributable to acts of intent or gross negligence on the part of TÜV AUSTRIA BELGIUM NV, its agencies, employees and subcontractors, the Principal shall indemnify and hold harmless TÜV AUSTRIA BELGIUM NV or its vicarious agents.

8.12. TÜV AUSTRIA BELGIUM NV shall not be held liable for damages to devices under test that are caused through inspections, tests and suchlike and which were carried out in

accordance with technical rules at the point in time of inspection.

8.13. Liability for consequential damages due to defects, in particular for missed profits, lack of savings, loss of earnings, other pecuniary damages, loss of interest etc. shall be expressly waived. Any liability that may nevertheless apply at law, shall be subject to the limitations set forth under the clause 'Liability'.

8.14 The specified deadlines in any price offer or special agreement are only indicative and they shall not bind TÜV AUSTRIA BELGIUM NV. A delay in the execution of the order for any reason whatsoever, may not under any circumstances constitute a ground to terminate the order or give rise to any form of damage compensation.

8.15 The execution of the order requires precision, and consequently, there may be cancellations or delays due to adverse weather conditions and/or extraordinary circumstances and/or force majeure. The Recipient shall in no case have the right to any damage compensation.

9. Copyright

Any copyrights on inspection and monitoring reports, certificates, expert opinions, calculations and suchlike prepared by TÜV AUSTRIA BELGIUM NV shall remain with TÜV AUSTRIA BELGIUM NV. The distribution, utilization and/or publication of the services beyond the contractually stipulated purpose shall require prior written authorization by TÜV AUSTRIA BELGIUM NV. In distribution, utilization, and/or publication the Principal shall be liable to comply with legal provisions. He shall in this respect indemnify and hold harmless TÜV AUSTRIA BELGIUM NV from any possible claims by third parties.

10. Non-disclosure/confidentiality/data protection

10.1. TÜV AUSTRIA BELGIUM NV shall oblige its employees and other vicarious agents to secrecy in respect of any facts they may obtain knowledge of through the agreement.

10.2. The Principal shall consent to TÜV AUSTRIA BELGIUM NV making copies for the records of TÜV AUSTRIA BELGIUM NV of written documents, drawings and plans etc. which are left with TÜV AUSTRIA BELGIUM NV for its perusal and which are necessary for the completion of the agreement.

10.3. The Principal shall permit TÜV AUSTRIA BELGIUM NV to store and electronically process personal data in terms of the Belgian Data Protection Act.

10.4. In the case of legally mandatory disclosure of information the Principal or the affected person will be informed about the transfer of such information, unless it is prohibited by law.

11. Additional material

Costs for additional material and test equipment not commonly used within TÜV AUSTRIA BELGIUM NV will be additionally charged to the client.

12. Provision of Infrastructure during inspection

Clients are responsible for the provision of electrical energy, water, lighting, scaffolding, etc. suitable for the required testing activities in conformance with any statutory regulations, in time.

13. Delivery and safekeeping of test objects

Test objects, type samples etc. to be inspected at test facilities owned by TÜV AUSTRIA BELGIUM NV have to be delivered *franco domicile* (free of any charge). The client agrees to accept the storage costs or disposal costs for test objects which are not returned.

14. Non- Recruitment Clause

The Recipient shall not, for the duration of the agreement as well as one year after the same comes to an end, in any manner whatsoever, except after obtaining the prior written consent of TÜV AUSTRIA BELGIUM NV, recruit any of their employees or

otherwise, directly or indirectly, have any of their employees work for or render services to the Recipient. Any violation of this Clause by the Recipient shall by operation of law give ground to the payment of a damage compensation to TÜV AUSTRIA BELGIUM NV equal to one year's gross annual salary of the recruited or employed employee.

15. Severance Clause

Ineffective provisions of this agreement shall not affect the effectiveness of the other provisions. In the event of the ineffectiveness of one provision of this agreement, the parties to the agreement shall agree to replace it with an effective one that in spirit and purpose comes closest to the ineffective provision.

16. Place of jurisdiction and applicable law

For this agreement and the entire legal relationship between the parties Belgian Law shall apply with the exception of reference norms. Applicability of the UN Convention on Contracts for the International Sale of Goods, CISG, shall consensually be excluded. Any disputes arising from this agreement shall exclusively be referred to the Dutch-speaking Courts of Brussels, whereby TÜV AUSTRIA BELGIUM NV shall be entitled to institute legal proceedings with other courts for which the contractual partner has a legal venue.