

General Terms and Conditions of KWF SERVICES GMBH for freely agreed services, in particular certification and expert activities

1 General, scope of application

- 1.1 KWF SERVICES GMBH tests and certifies during and after the development and manufacture of products with regard to quality and safety to the extent agreed with the client in each case.
- 1.2 The following terms and conditions shall apply to the agreed services, including information, delivery and the like, as well as to ancillary services and other ancillary obligations provided within the scope of the execution of the order, unless deviating provisions have been agreed with the client that take precedence.
- 1.3 Any general terms and conditions of business of the client including any terms and conditions of purchase shall not apply and are hereby excluded. Contractual conditions of the client shall not become part of the contract even if KWF SERVICES GMBH does not expressly object to them.

2. Conclusion of contracts, scope of services, execution of orders

- 2.1 The contract is concluded by legally binding signature of the offer of KWF SERVICES GMBH by the client **and** return of the signed offer by post, fax or by transmission as PDF - file electronically with receipt by KWF SERVICES GMBH.
- 2.2 The scope of the services owed under the contract shall be determined in writing between the parties when the order is placed. Changes or extensions to the specified scope of the order shall be agreed in writing between the parties prior to performance of the services.
- 2.3 The agreed services shall be performed in accordance with the generally recognized rules of technology and in compliance with the regulations in force at the time of conclusion of the contract. KWF SERVICES GMBH shall be entitled to determine the method and type of investigation itself at its own proper discretion, unless otherwise agreed in writing or unless mandatory regulations require a specific procedure.
- 2.4 With the preparation of the respective assessments, expert opinions or the award of marks and certificates and their dispatch to the client, the contractual services of KWF SERVICES GMBH shall be deemed to have been rendered and completed.

3. Terms of payment, costs, set-off

- 3.1 The prices or daily and/or hourly rates agreed upon conclusion of the contract shall apply for the calculation of the services, unless a fixed price or another basis of assessment has been expressly agreed upon in writing.

- 3.2 Appropriate cost advances may be requested and/or partial invoices may be issued in accordance with the services already provided. Partial invoices do not have to be designated as such. Receipt of an invoice does not mean that KWF SERVICES GMBH has thereby settled the order in full.
- 3.3 The fees invoiced in accordance with clause 3.2 and/or by final invoice after performance of the service are due for payment immediately after invoicing, unless otherwise agreed.
- 3.4 The fees do not include the statutory value-added tax at the statutory rate applicable at the time. The value added tax shall be shown separately on the invoice.
- 3.5 In the event that the client cancels a test or appraisal order placed before the start of the test or appraisal work, KWF SERVICES GMBH shall be entitled to charge the processing fee agreed in the current schedule of fees as a lump-sum expense allowance.
- 3.6 Only legally established or undisputed claims can be set off against claims of KWF SERVICES GMBH.

4. Performance deadlines, dates

- 4.1 The contractually agreed performance deadlines and dates are based on estimates of the scope of work based on the information provided by the client. They are only binding if they are confirmed in writing as binding by KWF SERVICES GMBH.
- 4.2 Insofar as deadlines have been agreed as binding, they shall only begin to run when the Client has fulfilled all contractually agreed obligations to cooperate, on the fulfilment of which the commencement of the work is dependent.

5. Force majeure

- 5.1 KWF SERVICES GMBH shall not be liable for impossibility of performance or delays in performance insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract. Force majeure is an external event which has no operational connection, is unforeseeable and cannot be averted even by exercising reasonable care, such as in particular natural disasters, fire damage, strikes and lawful lock-outs as well as operational disruptions or official decrees for which KWF SERVICES GMBH is not responsible, difficulties in the procurement of materials and energy, shortage of raw materials as well as the non-provision, incorrect provision or untimely provision of services by subcontractors, insofar as KWF SERVICES GMBH is not responsible for this.
- 5.2 Insofar as such events make performance impossible or difficult for KWF SERVICES GMBH and the hindrance is not only of temporary duration, KWF SERVICES GMBH is entitled to withdraw from the contract.
- 5.3 In the event of hindrances of temporary duration, the performance deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period.

- 5.4 Insofar as the client cannot reasonably be expected to accept the performance as a result of the delay, he can withdraw from the contract by immediate written declaration to KWF SERVICES GMBH.
- 5.5 Notwithstanding the above rights, in the event of force majeure, the contracting parties shall agree on the further course of action and - insofar as possible - determine this in writing by mutual consent.

6. Liability for material defects (warranty)

- 6.1 The liability for material defects of KWF SERVICES GMBH only covers the services expressly commissioned in relation to the test samples provided. A guarantee for the correctness and functioning of the relevant overall plant, to which the parts to be assessed or certified belong, is not thereby assumed; in particular, KWF SERVICES GMBH does not bear any responsibility for the designs, selection of materials and construction of the examined plants, insofar as these issues are not expressly the subject of the order. In the latter case, the manufacturer's liability for material defects and legal responsibility are neither restricted nor assumed, too.
- 6.2 Warranty periods shall commence upon completion of the contractually owed services (cf. section 2.4).
- 6.3 In all other respects, liability for material defects shall be governed by the statutory provisions, unless otherwise agreed between the parties.

7. Liability

- 7.1 KWF SERVICES GMBH is liable for intent and gross negligence. Furthermore, KWF SERVICES GMBH shall be liable for the negligent breach of cardinal obligations, i.e. such obligations the fulfilment of which makes the proper performance of the contract possible in the first place, the breach of which endangers the achievement of the purpose of the contract and the compliance with which the client regularly relies on. In the latter case KWF SERVICES GMBH is only liable for the foreseeable damage at the time of the conclusion of the contract and typical for the contract. KWF SERVICES GMBH shall not be liable in the event of a slightly negligent breach of non-essential contractual obligations.
- 7.2 The above exclusions and limitations of liability do not apply to damage to life, limb or health or to claims arising from a guarantee of quality or under the Product Liability Act. Insofar as services are provided by the commissioned testing laboratories, any liability is excluded to the extent permitted by law.
- 7.3 KWF SERVICES GMBH expressly points out to the contractor that test objects will be subjected to or exposed to extraordinary loads and stresses within the scope of the test and that it may also be necessary to structurally modify test objects for testing purposes (e.g., for the purpose of installing measurement technology). These processes are inherent in the test order placed. KWF SERVICES GMBH shall not be liable for damages in any of these cases, in particular not for restoration of the original condition.

8. Use of third parties (subcontractors)

KWF SERVICES GMBH is only entitled to use subcontractors after prior consultation with the client. The use of a subcontractor does not release KWF SERVICES GMBH from its contractual obligations. KWF SERVICES GMBH is not entitled to a right of substitution. The subcontractor is a vicarious agent of KWF SERVICES GMBH:

9. Secrecy, copyright

9.1 KWF SERVICES GMBH may take copies for its files of written documents which are handed over to KWF SERVICES GMBH for inspection and which are of importance for the execution of the order.

9.2 Insofar as expert opinions, evaluations, test results, test reports, calculations and the like are prepared in the course of the execution of the order, which are subject to copyright protection, KWF SERVICES GMBH shall grant the client a simple, non-transferable right of use thereto, insofar as this is required for the contractually stipulated purpose. Further rights are expressly not transferred, in particular the client is not entitled to process expert opinions, evaluations, test results, calculations, test reports, certificates, signs and the like or to use them in any way outside his business operations.

9.3 KWF SERVICES GMBH, its employees and the experts engaged by it as well as other third parties called in by it may not disclose and exploit business and trade secrets which come to their knowledge during the performance of their activities without authorization.

10 Partial invalidity, written form, place of jurisdiction, applicable law

10.1 No ancillary agreements have been made to this contract.

10.2 Amendments and supplements to this contract must be made in writing to be legally effective; this also applies to the agreement to waive this written form requirement.

10.3 In the event of the invalidity of one or more provisions of this contract, the contracting parties shall agree on a legally effective substitute provision which comes as close as possible to the invalid provision in legal and economic terms.

10.4 The place of jurisdiction for all disputes in connection with this contract is Dieburg. This contract shall be governed by German law to the exclusion of German private international law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

In case of doubt, the German version of General Terms and Conditions always applies.