

General Terms and Conditions of Business of TÜV Rheinland (UK) Ltd

1. GENERAL

1.1 These general terms and conditions (the "GTC") of TÜV Rheinland UK Ltd ("TÜV") shall apply to all agreed services including advise, guidance, auditing, inspection, testing, consultation, information, deliveries, certification follow-up and the like, and to auxiliary services and other subsidiary contractual obligations and/or other services provided by TÜV for all business transactions between TÜV and the "Client" (the person or firm who purchases services from TÜV) ("TÜV's Services"). No terms and conditions of the Client shall form part of any contract or order between TÜV and the Client even if they are not further repudiated by TÜV.

1.2 The Client, when placing or confirming an order with TÜV, accepting an offer from TÜV, or accepting a delivery of services from TÜV, recognizes that these Terms and Conditions shall apply to the contract between the TÜV and the Client for the supply of TÜV Services in accordance with these GTC ("Contract") to the exclusions of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The GTC shall also be applicable to all TÜV's Services to be performed under or in connection with any Contract.

1.3 Both consumers and entrepreneurs may be clients within the meaning of these GTC. A consumer is any natural person who concludes a legal transaction with TÜV for purposes which can predominantly not be attributed to his commercial or self-employed professional activity.

An entrepreneur is a natural or legal person or partnership with legal capacity who, when concluding a legal transaction with TÜV, acts in the exercise of its commercial or self-employed professional activity. Legal entities under public law and special funds under public law shall also be considered entrepreneurs within the meaning of these conditions.

If the client is a consumer, the "Special Terms and Conditions for Consumers" shall apply in addition and overriding to the GTC and the Special Terms and Conditions in Section II.

1.4 In the context of an ongoing business relationship with entrepreneurs, these GTC and the Special Terms and Conditions shall also apply to future contracts with these entrepreneurs without TÜV having to refer to them separately in each individual case.

1.5 Insofar as these GTC or the Special Terms and Conditions refer to the term "accreditor", this also includes authorization and recognition organisations; the terms "accreditation specifications", "accreditation requirements" and "accreditation procedures" apply accordingly to the specifications and procedures of the authorization or recognition organisations.

2. BASIS OF CONTRACT

2.1 An order constitutes an offer by the Client to purchase TÜV Services in accordance with these GTC.

2.2 The order shall only be deemed to be accepted when TÜV issues written acceptance of the order at which point and on which date a Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TÜV which is not set out in the Contract.

2.4 Any samples, drawings, descriptive matter or advertising issued by TÜV, and any descriptions or illustrations contained in the TÜV's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the TÜV Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 Any quotation given by TÜV shall not constitute an offer, and is only valid for a period of 3 months from its date of issue.

2.6 Offers made by TÜV, particularly with regard to scope, implementation, prices and time limits, shall remain conditional and shall not be binding on TÜV until the execution of the Contract or TÜV's written confirmation of its acceptance of the client's order, regardless of whether the client's order is made based on TÜV's previous offer or not.

2.7 The contract is concluded by signing of the offer letter from TÜV or a separate contract document by both contracting parties or by TÜV providing the services requested by the client. If the client commissions TÜV without a prior offer from TÜV, TÜV is entitled, at its sole discretion, to accept the order by a written declaration of acceptance or by rendering the services ordered.

3. SUPPLY OF SERVICES

3.1 Scope and type of services to be provided by TÜV are specified in the contractually agreed service description of TÜV. If no separate service description of TÜV is available, the last offer of TÜV is decisive for the services to be provided. The parties can only agree on changes to the service description in writing. Unless otherwise agreed, services beyond the scope of the service description (e.g. checking the correctness and functionality of parts, products, processes, installations, organisations not listed in the service description, as well as the intended use and application of such) are not owed. In particular, no responsibility is assumed for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly stated in the order.

3.2 TÜV shall have the right to make any changes to the TÜV Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the TÜV Services, and TÜV shall notify the Client in any such event.

3.3 If mandatory legal regulations and standards or official requirements for the agreed services change after conclusion of the contract, TÜV shall be entitled to additional remuneration for resulting additional expenses.

3.4 The services owed under the contract are agreed exclusively with the client. A contact of third parties with the services of TÜV, as well as making available of and justifying confidence in the performance results is not part of the agreed services. This also applies if the client passes on performance results - in full or in extracts - to third parties in accordance with Section 10.6.

3.5 The parties shall not include any third parties in the scope of protection of the contract, unless the parties have expressly agreed to such inclusion in writing, naming the third party.

4. INVOICING AND TERMS OF PAYMENT

4.1 Insofar as TÜV and the client have agreed a fixed lump-sum price in the contract, this shall be invoiced. If the scope of services is not completely defined in writing when the contract is concluded, the services provided by TÜV are invoiced according to the expenditure of time and the fee agreed in the contract.

If the amount of the fee has not been agreed in writing in the contract, invoicing shall be based on the TÜV price list valid at the time the service is provided, which will be made available to the client upon request.

4.2 In addition to the foregoing fees, when participating in TÜV certification systems for the issuance of a certificate or license, additional fees for certification services as well as fees for licenses and storage will be billed.

4.3 If, upon the Client's request, TÜV Services are rendered outside of normal working hours, TÜV may demand a surcharge on the applicable hourly rate or the fixed price, whichever is applicable. If the Client wishes to have the services rendered at short notice, (e.g. testing has to be carried out within a period of time that is considerably shorter than the period stated in the relevant Contract), a special appointment surcharge of 50% will be added based on the applicable hourly rate or the fixed price, whichever is applicable.

4.4 The prices quoted do not include value-added tax ("VAT"). VAT will be charged in accordance with the currently applicable legal provisions and shown separately on the invoice.

4.5 As a rule, travelling expenses and other material and additional costs (subcontracts) associated with a Contract, cost incurred for the use of special laboratories or special measuring equipment (use of equipment cost) plus miscellaneous costs (e.g. photographic work, disposal of test samples (hazardous waste), packaging, shipping and customs duties) will be payable plus a 20% flat rate as administrative expenses. Travelling and subsistence expenses incurred in connection with TÜV Services rendered in the field will be charged at cost or at a flat rate on a pro rata basis, whichever is applicable. Travelling and subsistence expenses consisting of accommodation, meals, transportation expenses (plane/rail ticket or others) and any other costs incurred as a result of performing the work.

4.6 Invoices will be made out reflecting the progress of the work. (i) TÜV will invoice all EU clients up to 50% of the value of the project on receipt of a purchase order. This will be in the form of a down payment invoice for immediate payment from new clients and those without an agreed credit account. In this case work will not commence until payment has been received. Clients with an agreed credit account shall make payment within 30 days of the date of the down payment invoice. (ii) TÜV will invoice Non EU clients for up to 100% of the value of the project on receipt of the purchase order.

4.7 No detailed statement of services rendered will be provided with the invoice if fixed prices were agreed upon.

4.8 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts will be granted on invoices.

4.9 If the account of TÜV as specified on the invoice is not credited with the invoice amount within 30 days from the date of invoice, TÜV shall have the right to charge interest on the overdue amount at the rate of 4% per annum above the then current Barclays Bank's base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.

4.10 The Client shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against TÜV in order to justify withholding payment of any such amount in whole or in part. TÜV may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by TÜV to the Client.

4.11 Objections to the invoices of TÜV shall be submitted in writing within two weeks from receipt of the invoice. TÜV will make special reference to the aforementioned deadline in its invoices.

4.12 In the event that a debt remains unpaid and there is no dispute over the payment, the client will be deemed in default of payment. In this case TÜV will take the necessary measures to recover the outstanding debt.

4.13 If a Contract is cancelled more than 7 days after receipt of a purchase order and prior to commencement of testing, TÜV is entitled to demand from the Client a cancellation fee up to ten per cent of the Contract price, but not more than GBP 500 to cover administrative expenses. In addition all non-recoverable expenses already incurred need to be carried by the Client in case of cancellation of a Contract.

4.14 In the event that a Contract is dormant for a period of 4 months due to non-delivery of materials or information from the Client, TÜV reserves the right to terminate the Contract and invoice the Client for all costs incurred to date. The project may subsequently be re-opened subject to a review of costs, issue of a new quotation and receipt of a new purchase order where appropriate.

4.15 No extension or variation of payment terms or other settlements of debt shall be allowed without specific written authorisation by the Managing Director of TÜV.

4.16 If the Client fails to pay any amount due, TÜV may, without prejudice to any other rights or remedies it may have, without notice to the Client, suspend all or any TÜV Service.

4.17 Annual certification maintenance fees will be charged to Clients who hold certifications, based on the number of products and types of certifications. Annual maintenance fees are charged and invoiced separately from other fees. If a client intends to cancel a certificate it needs to be communicated to TÜV in writing at least 3 months before the renewal date for such certificate.

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5. PERFORMANCE TIMES AND DEADLINES

5.1 The performance times and deadlines agreed in a Contract are only estimates of the extent of the work based on particulars supplied by the Client and are not of the essence. They shall be binding on TUV only if TUV has expressed its written confirmation that they are binding.

5.2 If performance is delayed, the client may only withdraw from the contract in accordance with the statutory provisions if TÜV is responsible for the delay in performance. Any statutory rights of termination (i.e. under UK Law) remain unaffected. TÜV is not responsible for a delay in performance, in particular if the client has not fulfilled his duties to cooperate in accordance with Clause 8 or has not done so in time and, in particular, has not provided TÜV with all documents and information required for the performance of the service as specified in the contract.

5.3 If the client is obliged to comply with legal, officially prescribed and/or by the accreditator prescribed deadlines, it is the client's responsibility to agree on performance dates with TÜV, which enable the client to comply with the legal and/or officially prescribed deadlines. TÜV assumes no responsibility in this respect.

6. PROVISION OF PRODUCT SAMPLES

6.1 The Client shall provide TUV with appropriate product samples required for the testing and/or certification process. Such samples shall be provided at such locations as may be indicated to the Client from time to time, at the sole cost of the Client, including shipping and handling. TUV shall not be responsible for damage to or loss of product samples while in transit or during the performance of the TUV Services.

7. DISPOSAL OF PRODUCT SAMPLES

7.1 The Client agrees that product samples submitted for testing and/or certification may be destroyed or damaged during the testing and/or certification process. Unless otherwise instructed by the Client or if otherwise required by the applicable certification standards or in TUV's Testing and Certification Regulations, TUV shall retain all product samples, damaged or not, for a period of thirty (30) days after the conclusion of the testing and/or certification process. Unless, before the end of said thirty (30) day period, TUV receives instructions from the Client that the Client wishes to reclaim the product samples, TUV shall be free to dispose of such product samples in any manner it deems appropriate. All costs associated with the safe and proper disposal of hazardous materials shall be borne solely by the Client. All shipping and handling costs associated with the return of product samples to the Client, shall be borne solely by the Client.

8. COOPERATION

8.1 The Client shall:

8.1.1 Guarantee that all cooperation required of him, his agents or third parties will be provided in good time, in a timely manner, and at no cost to TUV;

8.1.2 Ensure that the terms of the purchase order and any information it provides in the Specification are complete and accurate; and

8.1.3 Provide TUV with such information and materials as TUV may reasonably require in order to supply the TUV Services, and ensure that such information is accurate in all material respects.

8.2 Design documents, supplies, auxiliary staff, etc. necessary for cooperation with TUV in the performance of the TUV Services shall be made available free of charge by the Client. Moreover, the co-operative acts of the Client, his agents, staffs or any other third parties must comply with all applicable law, standards, safety regulations and accident prevention rules applicable in each case.

8.3 The Client shall bear any additional costs incurred on account of work having to be redone or being delayed as a result of tardy, incorrect or incomplete information or lack of proper co-operation. Even where a fixed or maximum price is agreed, TUV shall be entitled to charge extra fees for such additional costs and expenses.

8.4 If TUV's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default) TUV shall without limiting its other rights or remedies have the right to suspend performance of the TUV Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays TUV's performance of any of its obligations.

9. CONFIDENTIALITY

9.1 Each party shall keep and procure to be kept secret and confidential. Confidential Information belonging to the other party disclosed as a result of the relationship of the parties under this Agreement and shall not use nor disclose the same save as envisaged in this Agreement. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause 9 and each party shall be responsible to the other in respect of any disclosure or use of such secret or confidential information by a person to whom disclosure is made.

9.2 The obligations of confidentiality in this clause 9 shall not extend to any matter which is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this Agreement or which either party can show was in its written records prior to the date of disclosure of the same by the other party under this Agreement or which it receives from a third party independently entitled to disclose it or which it is required by law or regulatory authority to disclose. A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

9.3 Confidential Information means all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to a party by the other party, its employees, agents or subcontractors, and

any other confidential information concerning a party's business or its products or its services. Each party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging its obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

9.4 Confidential information is expressly not the data and know-how collected, compiled or otherwise obtained by TÜV (non-personal) within the scope of the provision of services by TÜV. TÜV is entitled to store, use, further develop and pass on the data obtained in connection with the provision of services for the purposes of developing new services, improving services and analysing the provision of services.

10. INTELLECTUAL PROPERTY RIGHTS, COPYRIGHTS AND RIGHTS OF USE, PUBLICATION

10.1 All patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property Rights") in or arising out of or in connection with the TUV Services including in any reports and calculations produced by TUV and/or any member of the TUV Rheinland Group shall be owned by TUV or the TUV Rheinland Group.

10.2 Any reports, calculations and/or other materials produced in connection with the TUV Services may be used by the Client only for agreed and intended purposes under the relevant Contract.

10.3 The copyrights of the reports, test reports, test results, expert opinions, results, calculations, representations, etc. prepared within the scope of the order (hereafter "performance results") are owned by TÜV. As the owner of the copyrights, he is free to grant others the right to use the performance results for individual or all types of use ("right of use").

10.4 The client receives a simple, unlimited, non-transferable, non-sub licensable right of use to the contents of the service results produced within the scope of the order, unless otherwise contractually agreed in individual cases. The right of use is limited to the contractual purpose (e.g. use of test reports, audit reports as proof of audits carried out or in the case of a contractually agreed review of a management system for conformity with certification conditions as proof of the corresponding decision).

10.5 The transfer of rights of use of the generated performance results regulated in Section 10.4 of these GTC is subject to full payment of the remuneration agreed in favour of TÜV.

10.6 The client may only pass on the performance results in full unless TÜV has given its prior written consent to the partial passing on of performance results.

10.7 Any publication or reproduction of the service results for advertising purposes or any further use of the service results beyond the scope regulated in Section 10.4 requires the prior written consent of TÜV in each individual case. It is clarified that the client is responsible for any publication or duplication of the service results for promotion purposes.

10.8 TÜV may revoke a once given approval according to section 10.5 at any time without stating reasons. In this case, the client is obliged to stop the transfer of the service results immediately at his own expense and, as far as possible, to withdraw publications.

10.9 The consent of TÜV to publication does not entitle the client to use the corporate logo of TÜV, also registered as a Union trademark (Reg.-No.: 005871116) or the corporate design of TÜV as reference advertising.

11. USE OF CERTIFICATION MARKS

11.1 TUV or the appropriate affiliate of TUV will determine that the relevant certification standards have been met. TUV or its affiliates will authorize the use of the appropriate certification mark and, if applicable, the certification will be entered in the appropriate list or register.

11.2 Certification marks may only be used by Clients in strict compliance with the relevant standards issued by TUV, its affiliates and/or any other certification body, unless and until expressly authorized in writing by TUV or its affiliates and then only in the form and manner specified

11.3 The Client's failure to use the certification marks in strict compliance with the relevant regulations issued by TUV and/or any other certification body, or the Client's failure to pay fees due to TUV, may result in the cancellation without notice of the certification(s) issued by TUV or its affiliates or any other certification body. In addition, in the event of an infringement of the certification marks by the Client, the Client agrees that TUV and its affiliates are entitled to seek injunctive relief, without the requirement to post a bond, to protect their rights in the certification marks.

12. INSPECTIONS AND PRODUCTION CONTROLS

12.1. The Client shall insure that products receiving certifications are manufactured in conformity with all applicable laws, standards and requirements pertaining thereto. The Client's compliance with this requirement may, in appropriate cases, be established by TUV, TUV's affiliates or their representatives, by means of inspections of the manufacturing facilities of the Client, in accordance with established procedures or as otherwise determined by TUV or TUV's affiliates. The Client shall grant to TUV, its affiliates or their representatives free access at all reasonable times to such facilities of the Client as engage in the manufacture, distribution or servicing of the products, as well as to all relevant production processes, as is required to establish that the Client is in compliance with the applicable standards. All costs of such inspections shall be borne by the Client.

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13. ACCEPTANCE OF SERVICES

Reports and work product generated by TUV or its affiliates shall be examined by the Client within five (5) business days beginning on the date of delivery to the Client. The TUV Services shall be deemed to be accepted unless a written notice describing the deficiency is received by TUV within five (5) business days beginning on the date of delivery to the Client. Any part of the TUV Services ordered by the Client which is complete in itself may be presented by TUV or its affiliates for acceptance as an instalment.

14. TERMINATION

14.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

14.1.1 The other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing of the breach;

14.1.2 the other party suffers an Insolvency Event which means any one or more of (1) a notice being issued to propose a resolution for winding up or dissolution, or such a resolution being passed; (2) a petition for a winding up or an administration or bankruptcy order being presented, or such an order being made; (3) any steps being taken with a view to a voluntary arrangement or other assignment, composition or arrangement with all or any creditors or any moratorium, readjustment, rescheduling, forgiveness or deferral of all or any indebtedness; (4) suspension of payments to all or any creditors and/or ceasing business; (5) an encumbrancer taking possession of all or any assets of a party; (6) an administrator or receiver being appointed over a party or all or any of its assets; (7) any action anywhere similar or analogous to any of the foregoing; (8) the other party having reasonable grounds for believing that any of the foregoing is imminent. For the avoidance of doubt if any of the foregoing occurs in relation to a partner in any of the parties hereto it shall be deemed to occur in relation to that party.

14.2 Without limiting its other rights or remedies, TUV may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, each party shall have the right to terminate the Contract by giving the other party 3 months' written notice.

14.4 Without limiting its other rights or remedies, TUV shall have the right to suspend provision of the TUV Services under the Contract or any other contract between the Client and TUV if the Client becomes subject to any of the events listed in clause 14.1.2, or TUV reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

14.5 In the event of a suspension of performance TUV shall be entitled, as a condition of resuming performance, to require pre-payment, or such security as it may require.

15. CONSEQUENCE OF TERMINATION

15.1 On termination of the Contract for any reason:

15.1.1 the Client shall immediately pay to TUV all of TUV's outstanding unpaid invoices and interest and, in respect of TUV Services supplied but for which no invoice has been submitted, TUV shall submit an invoice, which shall be payable by the Client immediately on receipt;

15.1.2 The Client shall return all of the materials that belong to TUV. If the Client fails to do so, then TUV may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

15.1.3 the accrued rights, remedies, obligations and liabilities of either party as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.1.4 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. WARRANTY AND LIMITATION OF LIABILITY

16.1 TUV warrants that TUV's Services shall be performed in accordance with the applicable testing and certification standards and in a workmanlike manner by qualified personnel.

16.2 Subject to clause 16.8, TUV shall not be liable under any circumstances to the Client and/or any other person if:

16.2.1 TUV's Services or work products prepared in connection with TUV's Services are used other than for the intended purpose;

16.2.2 Any report prepared by TUV was subsequently modified without TUV's written consent; and/or

16.2.3 the Client did not disclose to TUV all material facts known to the Client with respect to object of the services.

16.3 Except as provided for in these GTC all warranties, representations, conditions and other terms implied by statute or common law, with respect to TUV's Services or any of its agents, subsidiaries, affiliates or subcontractors are, to the fullest extent permitted by law, excluded from the Contract.

16.4 Subject to clause 16.8, the Client may not bring any action arising out of or in connection with any transaction covered by these GTC unless such action commences within one year after the cause of action has accrued.

16.5 Subject to clause 16.8, the liability of TUV and the TUV affiliates hereunder is expressly limited to direct damages incurred with respect to TUV's Services.

16.6 Subject to clause 16.8, in no event shall TUV be liable to the Client in contract, tort (including without limitation negligence), breach of statutory duty and/or otherwise for economic loss, loss of business opportunity, loss of revenue, loss of profits, additional expenses incurred, indirect, special, exemplary, punitive, incidental or consequential loss.

16.7 Subject to clause 16.8, the liability of TUV and the TUV affiliates, their employees, agents, managerial staff and constituent bodies, for all other losses arising under or in connection with the Contract, whether pursuant to a claim in contract, tort (including negligence), breach of statutory duty or otherwise shall in all events be limited to a total of one million pounds (£1,000,000) in aggregate.

16.8 Nothing in these GTC shall limit or exclude TUV's liability for:

16.8.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

16.8.2 Fraud or fraudulent misrepresentation; or

16.8.3 Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

17. INDEMNIFICATION

The Client shall indemnify and hold harmless TUV and TUV's officers, directors, employees, affiliates, suppliers and agents (each a "TUV Indemnified Person") against any losses, claims, damages, liabilities, penalties, actions, proceedings or judgments of any kind whatsoever (including all reasonable legal and attorney's fees and expenses) to which a TUV Indemnified Person may become subject arising out of claims by anyone including but not limited to Client's customers or any third party related to or arising out of any breach by Client of any provision of the Contract or the Certification and Testing Regulations or any misrepresentation made by it.

18. OTHER PROVISIONS

18.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), is governed by the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

18.2 The place of performance shall be the place where the agreed services are to be performed, or otherwise the registered office of TUV in the United Kingdom.

18.3 Any amendments and/or additions to a Contract must be in writing and agreed by TUV and the Client.

18.4 TUV shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of TUV including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of TUV or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

18.5 If the Force Majeure Event prevents TUV from providing any of the TUV Services for more than 4 weeks, TUV shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

18.6 TUV may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

18.7 The Client shall not, without the prior written consent of TUV, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.8 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18.9 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

18.10 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

18.11 A person who is not a party to the Contract shall not have any rights under or in connection with it.

19. REVISIONS

TUV may change, revise, amend or modify these GTC from time to time. TUV shall provide Clients with written notice of any such changes, revisions, amendments or modifications, provided, however, that any such changes, revisions, amendments or modifications shall become effective without any further action by any party but they shall not apply to any orders placed and accepted by TUV prior to the effective date of such changes, revisions, amendments or modifications.

20. SEVERANCE

If a provision (or part of any provision) of the Contract (including the GTC) is found to be invalid, illegal or unenforceable by a court or other competent authority that that provision or part provision shall, to the extent required, be deemed deleted, and all other terms and provisions or unaffected parts thereof or any other part thereof shall remain valid and enforceable.

21. NOTICES

All notices under this Contract shall be in writing and may be served by post or facsimile transmission addressed to the other party at the address given in this Contract or at such other address as a party shall from time to time by notice in writing give to the other party for the purpose of service of notices under this Contract and every such notice shall be deemed to have been served by post at the expiration of 7 days after dispatch of the same or if sent by facsimile transmission at ten hours local time on the next normal Business Day of the recipient following dispatch and in proving service it shall be sufficient to show in the case of a letter that the same was duly addressed

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prepaid and posted in the manner provided and in the case of a facsimile transmission a transmission report that it was transmitted to the correct telephone number. Saturdays, Sundays and Bank Holidays shall not in any event be treated as days on which service is effected, and service shall be deemed to take place on the next normal Business Day of the recipient.

22. DEFECTS

- 22.1 The legal warranty rights shall apply, unless otherwise regulated in these conditions.
- 22.2 In the event of a defect, the client has a claim to supplementary performance. Supplementary performance shall be effected at the discretion of TÜV either by rectification or new delivery. Generally, supplementary performance by TÜV is carried out as a gesture of goodwill and without recognition of a legal obligation. Acknowledgement with the consequence of a new start of the statute of limitations shall only exist if TÜV has expressly declared this to the client. If the supplementary performance fails, the client is entitled to either withdraw from the contract or to reduce the price. Supplementary performance shall be deemed to have failed after the second unsuccessful attempt, unless the nature of the item or the defect or other circumstances in particular indicate otherwise.
- 22.3 The notification of defects by the client must be in writing.
- 22.4 The Client's claims for defects regulated in this section 22 shall become statute-barred within one (1) year from the beginning of the statutory limitation period unless legally obliged to be longer.
- 22.5 Apart from the claims mentioned in section 22, the Client is not entitled to any further claims and rights due to defects, with the exception of claims for damages and reimbursement of expenses. Liability for damages and reimbursement of expenses shall be governed by section 23 of these GTC.

23. DAMAGES AND REIMBURSEMENT OF EXPENSES

- 23.1 TÜV is not liable for damages or reimbursement of expenses on whatever legal grounds - in particular due to defects, breach of duties arising from the contractual relationship or tort. This applies in particular, but not exclusively, to claims for damages due to lost sales or profits, financing costs as well as damages as a result of business interruption or loss of production.
- 23.2 This exclusion of liability according to section 23.1 does not apply in the case of a) intent or gross negligence, b) liability for guaranteed quality characteristics, c) liability on the basis of the Consumer Protection Act and d) culpable injury to life, body or health. In addition, TÜV is also liable in accordance with legal provisions in the event of a breach of essential contractual obligations, i.e. obligations whose fulfilment is essential for the proper execution of the contract and on whose observance the client regularly relies and may rely.
- 23.3 Unless otherwise contractually agreed in writing, TÜV shall only be liable under the contract to the client and, if applicable, to a third party explicitly named in writing in the contract. Liability towards other third parties is excluded with the exception of liability in tort.

24. EXPORT CONTROL

- 24.1 When passing on the services provided by TÜV or parts thereof to third parties in UK or abroad, the client must comply with the respectively applicable regulations of national and international export control law.
- 24.2 The performance of a contract with the client is subject to the proviso that there are no obstacles to performance due to national or international foreign trade legislations or embargos and/or sanctions.

25. DATA PROTECTION NOTICE

TÜV processes personal data of the contractual partner for the purpose of fulfilling this contract. In addition, TÜV also processes the data for other legal purposes in accordance with the relevant legal basis (e.g. balancing of interests / consent). The personal data of the contractual partner will only be disclosed to other natural or legal persons if the legal requirements are met. This also applies to transfers to third countries. The personal data will be deleted immediately as soon as a corresponding reason for deletion arises. Legal record retention periods are taken into account. Data subjects may exercise the following rights: right of information, right of rectification, right of deletion, right of processing limitation, right of objection, right of data transferability. In addition, persons concerned by the data processing have the right to revoke their consent at any time with effect for the future, as well as the right to file a complaint with the competent data protection supervisory authority. For further details on the processing of personal data by TÜV as the person responsible or contract processor, please refer to the respective data protection information. You can contact the Group Data Protection Officer of TÜV by e-mail at datenschutz@de.tuv.com or by post at the following address: TÜV Rheinland AG, c/o Group Data Protection Officer, Am Grauen Stein, 51105 Cologne, Germany.

LAST REVIEWED: JANUARY 2020.