

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### Article 1 / General - Scope

These General Terms and Conditions of Business govern all contractual legal relations between DEKRA Industrial International GmbH ("DEKRA") and the Customer. We cannot accept conflicting or alternative conditions of the Customer unless expressly confirmed in writing. These General Terms and Conditions of Business as may be amended from time to time apply to follow-up orders and to ongoing business relations.

### Article 2 / Order Placement, Sub-Contracting

A contract between DEKRA and the Customer becomes effective when the Customer accepts an offer from DEKRA within the period of validity of the offer or when DEKRA has confirmed an order placed by the Customer. DEKRA may subcontract the order to third parties by way of sub-contracting without the consent of the Customer.

### Article 3 / Duties of the Customer

1. The Customer must provide DEKRA with all information and documents necessary for the execution of the order in full, promptly and free of charge.
2. It is the responsibility of the Customer to draw our attention to all and any processes and circumstances which could affect the execution of the order.
3. The Customer shall carry out all necessary preparatory activities on his own responsibility and for his own account; the information which is necessary for these activities is available from DEKRA. Any ancillary personnel required to carry out tests and inspections (e.g. machine or lift operators) shall be engaged and coordinated by the Customer.
4. In the event that DEKRA is required to test an asset, the Customer shall make the asset freely accessible and in a condition ready for testing.
5. If the order cannot be executed on the agreed date for a reason within the control of the Customer, DEKRA reserves the right to charge the Customer for the loss incurred; this will usually be the value of the order less any saved expenditure (based on the affected date in each case) and is calculated as follows:
  - § If the appointment is cancelled not later than 14 calendar days before the previously agreed date, 20 % of the value of the order will be charged.
  - § If the appointment is cancelled not later than 5 calendar days before the previously agreed date, 50 % of the value of the order will be charged.
  - § If the appointment is cancelled less than five calendar days before the previously agreed date, the full value of the order will be charged.

In any such case the Customer is at liberty to prove that a loss has not occurred or is less.

6. If an agreed appointment is delayed owing to a breach of duty of the Customer, DEKRA reserves the right to charge the incurred additional expenditure at the agreed – or alternatively usual – hourly rate.

### Article 4 / Duties of DEKRA

1. DEKRA will perform the contractual services impartially, neutrally and to the best of its knowledge and ability. The accepted technical codes of practice which exist at the time of contracting shall be observed in so far as this is the object of the contractual services.
2. Should the agreed order scope be varied and/or extended during the execution of the order, the agreed fee shall be adjusted accordingly.

### Article 5 / Secrecy, Data Use and Data Protection

1. DEKRA shall not without permission reveal, use or divulge either reports or any other facts and documents which become known during the performance of the contractual service and which relate to the Customer and the object of the order. The following shall be excluded from this clause
  - § the anonymised processing of statistical data by DEKRA;
  - § duties of publication according to requirements of the accreditation body;
  - § disclosure for the exercise of justified interests of our own;
  - § duties of disclosure imposed by statute, court order or the authorities.
2. DEKRA may make copies for its own documents of the written documentation which is supplied to DEKRA for examination or for performing the order.
3. DEKRA shall only store, process and use personal data of the Customer for the proper fulfilment of the contract and for its own purposes. In so far as automatic data processing facilities are used for this purpose, DEKRA undertakes to comply with the provisions of the Federal Data Protection Law (BDSG). DEKRA employees who are involved in data processing have a duty to comply with the BDSG and required to strictly observe all data protection regulations.

### Article 6 / Rights of Use

1. If results which are governed by copyright law (e.g. expert reports, test results, calculations) are produced in the course of the execution of the order, DEKRA shall grant the Customer a simple, non exclusive, non transferable and non sub-licensable right of use should this be necessary for the purpose of the contract.
2. The Customer may only use the result in its entirety, not in part, and only for the contractually agreed purpose.

### Article 7 / Warranty

1. DEKRA is entitled to remedy a deficient service or to provide a new service (referred to jointly as "supplementary performance"). The Customer shall be required to set a reasonable time limit. If and only if the supplementary performance is finally and seriously rejected, is not carried out on time or fails, shall the Customer have the right at his discretion to demand a reduction in price or withdrawal from the contract subject to the statutory criteria.
2. The Customer shall notify DEKRA in writing of any defects as soon as they are discovered. The warranty period ends one year from the beginning of the limitation period unless DEKRA has fraudulently concealed the defect.

### Article 8 / Terms of Payment

1. Fees are subject to the value added tax (VAT) at the applicable statutory rate. The amount of VAT shall be shown separately on the invoice.
2. The amount of the fee will normally be indicated in our offer or order acknowledgement. Should this not be the case, then either the DEKRA schedule of fees as may be amended from time to time – where this is known or should be known to the usual fee shall apply.
3. DEKRA shall give three months prior notice of any increases in the fee where contractual obligations are ongoing. An increase shall give the Customer the right to terminate with notice of one month to the date of the increase.
4. The Customer shall not be entitled to withhold the fee or to set it off against a counterclaim unless the counterclaim is not contested or has been upheld in law.
5. DEKRA is entitled to request advances on costs – if a justifiable reason exists and there are no overriding interests of the Customer to the contrary – or to submit part-invoices reflecting services already rendered. Should the Customer fail to settle at least one part-invoice despite being allowed a period of grace, DEKRA shall be entitled to refuse further execution of the order, to withdraw from the contract and/or to demand damages in lieu of performance.

### Article 9 / Term

1. Either party may cancel the contract in writing at any time for a compelling reason. DEKRA is in particular entitled to cancel for a compelling reason in the event that
  - § the Customer denies the necessary co-operation despite being invited to comply with a reasonable period of grace,
  - § the Customer attempts to falsify the result of the order,
  - § insolvency proceedings are instituted against the assets of the Customer or are declined for lack of assets;
  - § the Customer fails to settle accounts when due despite reminders and DEKRA having threatened to cancel the contract.
2. In the event of cancellation for a compelling reason for which DEKRA is not responsible, DEKRA reserves its right to claim remuneration as if it had executed the service as stipulated in the contract. Taking any saved expenditure into consideration, the remuneration shall be 15 % of the fee for the service not yet provided by DEKRA unless the Customer can prove a lower contractual workload or higher saved expenditure.
3. In the cases stated above DEKRA may at its discretion also refuse to perform any further services. The foregoing shall not affect the right to terminate.

### Article 10 / Liability

1. The liability of DEKRA shall be unlimited for losses caused as a result of injury to life, body or health, also for other losses based on a wilful or grossly negligent breach of duty by a legal representative or performing agent of DEKRA.
2. Liability for damages in the event of the negligent breach of a substantive contract obligation is limited to the damages that are usually reasonably foreseeable at the time of concluding the contract. Substantive contract obligations are those whose performance makes the contract possible in the first place, whose breach jeopardises the achievement of the contract purpose and on whose performance the contract partner normally relies. Our liability for losses to property and assets caused as a result of the negligent breach of a substantive contract obligation is limited to 2.5 million EUR per loss event.
3. DEKRA shall not accept any liability over and above this.
4. The Customer must notify DEKRA in writing immediately of any losses for which DEKRA has to answer.
5. The extent to which claims for damages against DEKRA are excluded also applies in regard to the personal liability of DEKRA employees.
6. Claims for damages under Article 10 (1) lapse in accordance with the statutory provisions. Claims for damages under Article 10 (2) lapse one year after the beginning of the statutory limitation period.

### Article 11 / Miscellaneous

1. The contract and variations, additions and side-agreements of any nature must be in text form unless a more stringent form is required by statute. The text form clause also applies to any variation or repeal of said clause.
2. The place of jurisdiction for the assertion of claims for the parties is the domicile of DEKRA provided the requirements of Article 38 of the Code of Civil Procedure are satisfied. The place of fulfilment for all obligations arising out of the contract is the domicile of DEKRA provided the requirements of Article 29 II of the Code of Civil Procedure are satisfied.
3. The contract relationship shall be governed by the substantive law of the Federal Republic of Germany alone and to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
4. Should any provision of these terms and conditions of business be or become ineffective or should an omission be found, then the validity of the remaining provisions shall not be thereby affected. In such an event the Customer and DEKRA undertake to endeavour to achieve the intended purpose by agreeing upon a substitute provision.

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