

General Terms and Conditions of AMD TÜV Arbeitsmedizinische Dienste GmbH (hereinafter "TÜV")

1. Scope

- 1.1 The following General Terms and Conditions of TÜV (hereinafter "GTC") apply to the services agreed between TÜV and the client (hereinafter the "Parties"), including the ancillary services and other ancillary obligations provided within the framework of the execution of the contract (hereinafter jointly referred to as "Services").
- 1.2 Conflicting or deviating terms and conditions of the client do not apply and are hereby excluded. General terms and conditions of the client shall not become part of the contract even if TÜV does not expressly object to them, accepts payments of the client without reservation, or performs the Services without reservation.
- 1.3 In the context of an ongoing business relationship with the client, these GTC shall also apply to future contracts with the client without TÜV having to refer to them separately in each individual case.
- 1.4 Insofar as these GTC refer to a written form requirement, text form within the meaning of § 126b BGB is sufficient to fulfil the written form requirement.
- 1.5 Individual agreements made with the client (including collateral agreements, supplements, and amendments) shall in any case take precedence over these GTC. Unless proven otherwise, the content of such individual agreements shall be determined by a written contract or written confirmation from TÜV.

2. Quotations and conclusion of contract; term of contract

- 2.1 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.
- 2.2 Insofar as a certain term has been agreed upon, this shall be based on what has been agreed in the offer of TÜV or in the contract. If an automatically renewing term is agreed between the parties, the offer or contract shall be extended by 12 months unless the contract is terminated in writing six weeks prior to its expiration date.

3. Quotations and conclusion of contract; term of contract

- 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 agreed Services are not owed.
- 3.2 TÜV is entitled to determine the method of service provision including examinations at its own discretion if not otherwise agreed in writing or mandatory regulations require a certain procedure.
- 3.3 TÜV does not guarantee the correctness and functionality of the follow-up processes and actions related to the Services.
- 3.4 TÜV is not responsible for the accuracy or verification of the accuracy of objects which have been made available by the client.
- 3.5 TÜV is allowed to use subcontractors to fulfil its contractual obligations without requiring the prior consent of the client. TÜV will select its subcontractors to the best of its knowledge and belief.
- 3.6 The Services owed under the contract are agreed 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.

- 3.7 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. Performance periods/dates

- 4.1 The performance periods and dates specified in the contract are non-binding unless the performance periods and dates are expressly marked as binding in the contract.
- 4.2 If binding deadlines have been agreed, they shall not commence until the client has provided TÜV with all documents necessary for the Service. TÜV has the right to extend the deadline if it cannot be met due to circumstances beyond TÜV's control.
- 4.3 The client may only withdraw from the contract due to performance delays in accordance with statutory provisions, if TÜV is responsible for the delay. Any statutory rights of termination remain unaffected by this clause. Specifically, TÜV is not responsible for performance delays if the client has failed to fulfil its cooperative obligations as outlined in Section 5.1, or has not done so in a timely manner, and has not provided TÜV with all necessary documents and information required for performing the Services.
- 4.4 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 him to comply with the legal and/or officially prescribed deadlines. TÜV assumes no responsibility in this respect.

5. Cooperation obligation of the client

- 5.1 The client shall carry out or provide all necessary cooperation and/or provisions and shall provide information which enable TÜV to render the Services in conformity with the contract. The client is responsible for ensuring that all necessary cooperation actions, provisions and information on its part, its vicarious agents or other third Parties assigned to his sphere are provided in good time and free of charge for TÜV.
- 5.2 The client shall bear any additional costs incurred because of Services having to be repeated or being delayed due to delayed, incorrect or incomplete information or improper cooperation attributable to the client. Even if a lump sum or a maximum price has been agreed, TÜV is entitled to invoice these additional costs.
- 5.3 All cooperation, provisions and information mentioned under Clause 5.1 must comply with the relevant statutory regulations, standards, safety regulations and accident prevention regulations.

6. Prices, accounting of services

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 no fee is agreed, the invoice shall be based on the actual price list of TÜV.

Unless a different arrangement is specifically agreed upon, invoicing for the Services provided will be based on the progress of the work.

TÜV reserves the right to request a reasonable advance payment. Furthermore, if the fulfilment of an order takes more than one month, TÜV may require advance payments or instalment payments.

Unless otherwise agreed in written form, the applicable value added tax shall be added to the agreed upon price. Partial acceptance is possible.

7. Payment terms/costs/offsetting

- 7.1 All invoice amounts are due for payment immediately without deduction upon receipt of the invoice. Discounts and rebates shall only apply to the extent agreed in writing by the parties.
- 7.2 Payments shall be made to the bank account of TÜV stated in the invoice, indicating the invoice number and client number.
- 7.3 In the event of default, TÜV is entitled to charge default interest at a rate of 8 percentage points above the ECB prime rate. TÜV reserves the right to claim further damages.
- 7.4 If the client is in default with the payment of the invoice, TÜV is entitled to withdraw from the contract with the client after expiry of a reasonable period of grace or to terminate the contract without notice in the event that the contract is a continuing obligation or a contract with an agreed term.
- 7.5 Insofar as TÜV becomes aware of circumstances after conclusion of the contract as insolvency or other significant deterioration of the client's financial circumstances occurs or threatens to occur and the fulfilment of the contractual obligations is thereby endangered, TÜV is entitled to refuse the corresponding Services under the contract. The right to refuse performance shall cease to apply if the client effects the contractual obligations or provides security in the amount of the endangered payment claim. If the client does not provide its services owed or adequate security within a reasonable period of time, TÜV is entitled to terminate the contract while maintaining its claims for compensation.
- 7.6 Objections regarding TÜV's invoices must be made in writing within two weeks of receipt of the invoice.
- 7.7 TÜV is entitled to increase prices at the beginning of a month in the event of increased overhead and/or procurement costs. Such price adjustments shall be communicated to the client by written notification, to be sent at least one month (amendment period) prior to the intended effective date of the price adjustment. If the price increase does not exceed 5% per contract year, the client shall not have a special right of termination on the grounds of this price increase. However, in the event of a price increase exceeding 5% per contract year, the client is entitled to terminate the contractual relationship by the end of the month preceding the impending price increase, with termination to be given in writing. In the absence of such termination, the adjusted prices shall be deemed agreed upon.
- 7.8 Only legally established or undisputed claims may be offset against claims of TÜV. This limitation of set-off does not apply if the claims and counterclaims of TÜV and the client are based on the same legal relationship. The same applies to the assertion of rights of retention by the client.

8. Acceptance

- 8.1 In the case of agreed contractual Services or if acceptance of the work has been contractually agreed, the client is obliged to accept immediately after notification of completion, even in the case of partial performance or completion of self-contained parts.
- 8.2 If the client does not meet its acceptance obligation without delay, acceptance shall be deemed to have taken place four calendar weeks after the performance of the service if TÜV specifically refers the client to the aforementioned period when the Service is performed.
- 8.3 The client is not entitled to refuse acceptance due to insignificant defects.

9. Confidentiality

9.1 "Confidential Information" means all information, documents, pictures, drawings, know-how, data, samples and project documents handed over by one Party (hereinafter "Disclosing Party") to the other Party (hereinafter "Receiving Party") or otherwise disclosed from the beginning of the contract. This also includes copies of this information in paper and electronic form. When provided in writing or in any other physical form, Confidential Information must be identified by the words "confidential" or a similar wording indicating the confidential nature of the information.

- a) In the case of Confidential Information that is passed on orally, appropriate prior information must be provided.
- b) 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.

9.2 Confidential Information

- a) may only be used by the Receiving Party to fulfil the purpose of the contract, unless otherwise expressly agreed in writing with the disclosing Party,
- b) may not be duplicated, distributed, published or passed on in any other form by the receiving Party, with the exception of such Confidential Information necessary to fulfil the purpose of the contract or such Confidential Information which the Receiving Party must pass on the basis of judicial instructions or legal or governmental regulations; this concerns in particular the Confidential Information to be passed on to supervisory authorities and/or accreditors of TÜV within the framework of an accreditation procedure or, within the framework of the provision of services, to affiliated companies of TÜV in accordance with §§ 15 et seqq. German Stock Corporations Act (AktG) or subcontractors or their respective employees.
- c) must be treated confidentially by the receiving Party in the same way as it treats its own Confidential Information, but in no case less carefully than with requisite care and attention.

9.3 The receiving Party shall make the Confidential Information received from the disclosing Party available only to those persons who need it to provide Services under this GTC. These persons include employees of and advisors to the receiving Party and its affiliated companies within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG).

9.4 The term "Confidential Information" does not include information which

- a) was already generally known at the time of publication or becomes known to the public without a violation of this GTC, or
- b) was demonstrably known to the receiving Party at the time of conclusion of the contract or are thereafter disclosed in a justified manner by a third Party; or
- c) was already in the possession of the receiving Party prior to transmission by the disclosing Party; or
- d) the receiving Party has independently developed irrespective of the transmission by the disclosing Party.

9.5 Confidential information remains the property of the respective disclosing Party. The receiving Party hereby agrees to immediately (i) return all Confidential Information, including all copies thereof, to the disclosing Party at any time upon the request of the disclosing Party, or to (ii) destroy the Confidential Information, including all copies thereof, upon the request of the disclosing Party, and to confirm in writing to the disclosing Party the fact of such destruction.

The above-mentioned obligation to return or destroy does not apply to

- a) reports and certificates drawn up exclusively for the purpose of fulfilling the contractual obligations under the contract for the client,

which remain with the client. However, TÜV is entitled to take copies of this and the Confidential Information, which forms the basis for the preparation of these reports and certificates, as proof of proper performance of the contract and for general documentation purposes for its files; or

- b) Confidential Information that is stored on backup servers or in analog backup systems on a generational basis during routine data backups as part of normal archiving processes; Backup and security files are automatically deleted after a period of 12 months.
- c) the extent contrary to laws, regulations, orders of a competent court, an administrative or supervisory authority or an accreditation body. This data will be irrevocably deleted following the expiry of statutory retention periods.

9.6 This confidentiality obligation exists from the beginning of the contract and continues to apply for a period of five years after termination of the contract.

10. Copyrights and rights of use, publication

10.1 The copyrights of the expert reports, laboratory findings, and other work results, including those in electronic form and including drafts prepared within the scope of the order (hereinafter "Performance Results"), are owned by TÜV. As the owner of the copyrights, TÜV retains the freedom to grant others the right to use the Performance Results for individual or all types of use (hereinafter "Right of Use").

10.2 The client receives a simple, non-transferable, non-sub licensable right of use to the contents of the Performance Results produced within the scope of the order, insofar as this is necessary in accordance with the purpose of the contract. No further rights shall be granted or transferred. The client may only use the Performance Results in their entirety, in unaltered form, and solely for the purpose of the contract.

10.3 Any publication or reproduction of the Performance Results for advertising purposes or any further use of the Performance Results beyond the scope regulated in Clause 10.2 requires the prior written consent of TÜV in each individual case. TÜV may revoke a once given approval according to this Clause at any time.

10.4 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. Damages and Reimbursement of Expenses

11.1 TÜV shall be liable for damages, on any legal grounds, within the scope of fault-based liability, in cases of intent or gross negligence.

11.2 In cases of simple negligence, TÜV's liability, subject to a more lenient standard of liability in accordance with statutory provisions, the liability is limited exclusively to: (i) culpable injury to life, body or health, (ii) 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. TÜV's liability in the event of a breach of essential contractual obligations is limited to the foreseeable damage typical for the contract.

11.3 Insofar as liability under Clause 11 is excluded or limited, this shall also apply to the liability of persons for whom TÜV is responsible according to statutory provisions, as well as to the personal liability of its executives and other employees. This exclusion does not apply in cases of fraud, liability for guaranteed characteristics, or liability under the Product Liability Act.

11.4 TÜV is not liable for individuals provided by the client to assist TÜV unless the provided individuals are considered to be vicarious agents of TÜV. To the extent that TÜV is not liable for the provided individuals according to the preceding sentence, the client shall indemnify TÜV from any third-party claims.

11.5 The limitation period for claims for damages and reimbursement of expenses shall be governed by legal provisions.

11.6 No change in the burden of proof to the detriment of the client shall be construed with the above-mentioned provisions.

11.7 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 except for liability in tort.

12. FORCE MAJEURE (Höhere Gewalt)

12.1 The parties shall not be liable for damages or for the partial or complete failure to fulfil obligations under this contract if the respective damage or non-fulfilment is due to circumstances that were unforeseeable at the time of the contract's conclusion and which the parties could neither prevent nor remedy through reasonable measures ("Force Majeure").

12.2 The following events affecting a party shall definitely be considered Force Majeure: war, fire, flood, earthquake, epidemics, pandemics, labour disturbances that lead to a complete or predominant shutdown of operations, as well as actions taken by an authority or resulting from governmental orders, and disruptions of operating facilities or their components that are essential for fulfilling the obligations under this contract.

12.3 In the event of force majeure, the parties shall inform each other immediately and, as far as reasonably possible, state the expected duration of the Force Majeure.

13. Partial invalidity, place of performance, jurisdiction

13.1 In the event that one or more provisions of these GTC should be invalid, the remaining provisions of these terms and conditions shall remain unaffected.

13.2 The place of performance for all obligations arising from these GTC or the contract, including any supplementary performance, shall be the branch of TÜV providing the owed Service under the contract, unless agreed otherwise.

13.3 The place of jurisdiction for all disputes arising from and in connection with the contractual relationship is Berlin (Germany), insofar as the client is a merchant, a legal entity under public law or a special fund under public law. However, TÜV is entitled to sue the client at its general place of jurisdiction or at any other competent court. The above provisions do not apply if the law provides for an exclusive place of jurisdiction. In relation to non-merchants, Berlin shall be the place of jurisdiction if the client moves its domicile or usual place of residence to another country after conclusion of the contract or its domicile or usual place of residence is not known to TÜV at the time the claims are asserted in court.

13.4 The legal and business relations between TÜV and the client shall be governed exclusively by German substantive law to the exclusion of international private law and the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention).

14. Data protection

TÜV processes the client's personal data for the purpose of fulfilling this contract and for other permitted purposes. For this, TÜV also utilizes automated data processing systems. While doing so, TÜV complies with all applicable data protection requirements. TÜV has implemented an authorisation concept along with directives and corporate policies on data protection and security.

The client consents to the electronic recording of performance and inspection data by TÜV. The parties will separately commit their employees to confidentiality, with reference to the data protection regulations.

The client is responsible for ensuring compliance with data protection regulations, especially regarding the protection of employee data, within their own organisation.

For further details on the processing of personal data by TÜV as the controller or processor, please refer to the respective data protection notices.

15. Termination of the contract

15.1 The contract can be terminated by both parties at any time for good cause.

15.2 For good cause, TÜV may consider giving notice in particular, if

- a) the client is several times (at least three (3) times) in default with his cooperation obligation, finally refuses them or the execution is disturbed for a total of more than three (3) months for reasons for which TÜV is not responsible,

- b) a change of the financial circumstances of the client occurs and as a result the payment claims of TÜV under the contract are considerably endangered and TÜV cannot reasonably be expected to continue the contractual relationship.

15.3 Termination must be in writing.

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