

1. Purpose and scope of the General Terms and Conditions, introductory provisions

1.1 The purpose of these General Terms and Conditions (GTC) is to provide for the general elements of the contract between TÜV Rheinland InterCert Kft. (hereinafter: "TRI") and the Customer ordering TRI's services (hereinafter: "Customer"), in order to ensure that only the specific terms and conditions are provided for in the individual contracts (contracts of agency) entered into with Customers.

1.2 TRI's services provided under the contracts of agency shall include but not be limited to the following: technical audit and review, technical supervision, product testing and certification, training, personal certification, system certification audit and system certification.

1.3 If a certain provision of the individual contract between TRI and the Customer deviates from a provision of these GTC, the provision in the individual agreement shall prevail.

1.4 The Customer's General Terms and Conditions, if any, shall constitute part of the contract of agency only, if and to the extent TRI expressly accepts them in writing.

1.5 Insofar as these GTC refer to the term "*accreditor*", this also includes authorization/licensing and recognition organizations and authorities; the terms "*accreditation specifications*", "*accreditation requirements*" and "*accreditation procedures*" apply accordingly to the specifications and procedures of the authorization/licensing or recognition organizations and authorities.

1.6 Unless defined otherwise in these GTC, "*consumer*" shall mean a natural person acting for purposes which are outside his/her trade, business or profession (point 3 of Section 8:1 (1) of the Hungarian Civil Code).

2. Conclusion of the contract

2.1. Request for proposal

2.2.1 The request for proposal shall contain the information necessary for service provision and for the definition of the scope of such services. A proposal may be requested by accurately completing the request for proposal questionnaire designed for this purpose by TRI or by post, fax, email and through personal consultation, where necessary. The Customer shall be responsible for the correctness, accuracy and timeliness of the information included in the request for proposal and its attachments.

2.2. Proposal

2.2.1 TRI shall prepare proposals based on the available information, having regard to the nature of the services to be provided and in full compliance with the applicable regulations.

2.2.2 The scope, the price, the deadline or other conditions of TRI's proposal may be subject to change until the contract of agency is concluded.

2.2.3 Unless prohibited by another regulation, TRI is entitled to prepare several versions of its proposal and to offer other optional services in addition to the core services.

2.2.4 TRI shall deliver the proposal in writing (via post/currier, fax or email) to the Customer's contact details specified in the request for proposal.

2.2.5 The fees payable for the services included in TRI's proposal shall not depend on whether appropriate performance yielded the result desired by the Customer.

2.2.6 TRI may define the term of validity of its proposal (binding period) in the proposal. If the term of validity is not specified in the proposal, in the case of distance contracts, the term of validity shall expiry upon the expiry of the period of time within which TRI can normally expect - in light of the nature of the services specified in the proposal and the manner in which the proposal was delivered to the Customer - to receive a response from the Customer, but no later than after expiry of 30 days following the delivery of the proposal to the Customer.

2.3. Conclusion of the contract

2.3.1 The Customer is free to choose from the versions of proposal and the offered additional services the ones that best suit his needs. The Customer shall communicate his choice to TRI by selecting the appropriate proposal, by completing and duly signing the proposal Sheet or the contract of agency and by returning it to TRI. The contract of agency shall be concluded pursuant to its provisions by returning the approved and signed proposal Sheet or contract of agency within the validity of the proposal. TRI may send a confirmation of order to the Customer about the conclusion of the contract of agency.

2.3.2 The contract of agency may be concluded in a manner other than above. However, TRI shall be liable to provide the services only based on a contract of agency concluded in writing (including if the Customer accepts TRI's written proposal by returning the signed order sheet via post/currier, fax or email).

3. Services

3.1 The scope and type of services to be provided by TRI are specified in the contractually agreed service description of TRI / in the proposal (offer) of TRI accepted by the Customer.

3.2 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, organizations not listed in the service description, or the intended use and application of such) are not owed. In particular, no responsibility is assumed by TRI for the design, selection of materials, construction or intended use of an examined part, product, process or plant, unless this is expressly agreed in the contract.

3.3 TRI is entitled to determine the method of service provision including examinations or tests carried out at its own discretion unless agreed otherwise in writing or mandatory regulations require a certain procedure.

3.4 If mandatory legal regulations and standards or official requirements for the agreed services change after conclusion of the contract, TRI shall be entitled to additional remuneration for expenses required to address any such required changes.

3.5 Unless expressly agreed in the contract, when testing, TRI does not guarantee and does not assume liability for the accuracy of the safety programs or safety regulations on which the tests are based, which have been made available by the Customer or by third parties.

3.6 The services owed under the contract are agreed exclusively with the Customer. A contact of third parties with the Services of TRI, as well as making available and reliance on the performance results by any third party is not part of the agreed Services. This also applies if the Customer passes on performance results - in full or in extracts - to third parties in accordance with Section 7.4.

3.7 In the event that the service provision breaks off at the Customer's request or due to reason(s) arising within the Customer's scope of interests (e.g. the test sample becomes defective), TRI shall record any such instances and notify the Customer as necessary, and shall also send an invoice for its expenditures pro-rated to partial performance (fee and expenses). In the event that the Customer removes the obstacle from service provision within the deadline specified in the proposal or in the notification of TRI, TRI shall continue the procedure. In such cases, the deadline for TRI's performance shall be extended in compliance with TRI's workload at that time. Should it become necessary to modify the original contractual terms and conditions otherwise (e.g. if the specification of the sample is changed), the work shall only be continued once the contract of agency has been amended.

3.8 The contract of agency shall be performed in accordance with the generally accepted rules of the given business activity and after due consideration of the regulations in force as of the time of performing the assignment, unless agreed otherwise in writing. Any performance that is appropriate pursuant to the rules hereunder shall be regarded as proper contractual performance even if the results are unfavorable for the Customer.

4. Performance deadlines and dates

4.1 Performance deadlines and dates specified in the contract are non-binding, unless such performance deadlines and dates are expressly marked as binding in the contract. A „non-binding“ performance deadline or date shall mean that missing the agreed deadline or date by TRI does not constitute a default by TRI (and the consequences of the default (performance delay) shall not apply); Instead, there is a default by TRI only if after the expiry of the original performance deadline /date the Customer sets (in documented form) an additional performance deadline of at least 30 days or a new performance date which is a working day and which is at least 30 days later than the original performance date and TRI misses such additional deadline/ new date too. The Customer's default in fulfilling his own obligations precludes TRI's default (in complying with the deadline) at the same time.

4.2 If the Customer is obliged to comply with legal deadlines and/or deadlines prescribed by an authority or accreditor, it is the Customer's responsibility to agree on performance dates or deadlines with TRI, which enable the Customer to comply with the legal deadlines and/or deadlines prescribed by the competent authority or accreditor. TRI assumes no responsibility in this

respect unless TRI expressly agreed in writing specifically stating that ensuring the deadlines is the contractual obligation of TRI.

5. Rights and obligations of the parties

5.1 The Customer and any third parties acting on his behalf shall cooperate with TRI in the interest of completing service provision.

5.2 The Customer shall perform his own activities necessary for performance and have its helpers or cooperating third parties perform the same in a timely manner and free of charge.

5.3 The Customer shall make available all documentation, test samples, information, communication channels, auxiliary materials and aids, etc. necessary for performance free of charge. The Customer's cooperation shall comply with the applicable laws, standards, security measures and accident prevention regulations at all times.

5.4 The Customer shall bear in particular all additional expenses that result in a delay or repetition of the work due to the following:

- provision of late, inaccurate or incomplete data
- non-contractual or irregular cooperation
- modifications at the Customer's initiative following the execution of the contract
- late, inappropriate or defective audit sample.

5.5 Even in the case of a fixed or capped price, TRI shall be entitled to charge any extra expenses provided that such extra expenses are agreed with the Customer in advance, are necessary and reasonable and after they are duly documented in detail.

5.6 If the services are to be provided at a location designated by the Customer, the Customer shall make such location available to TRI in a suitable condition. TRI may refuse to commence work until the Customer complies with this obligation. If the Customer fails to comply with the aforementioned obligation within the reasonable deadline set by TRI, TRI may withdraw from the contract.

6. Confidentiality

6.1 "Confidential Information" means all information, documents, pictures, drawings, know-how, data, samples and project documents handed over or otherwise disclosed (whether orally, in writing or in any other physical form) by one party ("Disclosing Party") to the other party ("Receiving Party") in the course of the fulfillment of the contract. This also includes copies of this information in paper and electronic form.

For the avoidance of doubt, data and know-how collected, compiled or otherwise gained by TRI within the scope of the provision of services by TRI shall explicitly *not* be regarded as Confidential Information of the Customer. TRI shall be entitled to store, use, further develop and pass on the (non-personal) data gained in connection with the provision of services in particular for the purposes of developing new services, improving services and analyzing the provision of services.

6.2 Confidential Information

- (a) may only be used by the Receiving Party to fulfil the purpose of the contract, unless expressly agreed otherwise with the Disclosing Party in documented form,
- (b) may not be duplicated, distributed, published or passed on in any other form by the Receiving Party, unless (i) it is necessary to fulfil the purpose of the contract and/or (ii) it is required by the order of a court or an administrative authority, by legal or governmental regulations or by accreditation requirements. In particular, TRI shall be entitled to pass on Confidential Information to supervisory authorities and/or accreditors in order to comply with accreditation requirements, as well as to pass on Confidential Information to its Affiliated Companies, subcontractors and contracted helpers within the framework of the provision of the contractual services; "Affiliated Companies" of a party shall mean all entities directly or indirectly controlled by, or controlling, or under common control with such party. For purposes of this definition "control" of an entity shall mean to have, directly or indirectly, (i) the ownership of the majority of shares or voting rights or (ii) the right to elect or appoint, directly or indirectly, the majority of the managing directors, the board of directors, or a similar managing body or (iii) the power to direct or cause the direction of the management and policies of a corporation, company or other entity,
- (c) must be treated confidentially by the Receiving Party, in the same way as it treats its own confidential information, but in any case at least with the level of care that can be generally expected under the given circumstances.

6.3 The Receiving Party shall make the Confidential Information received from the Disclosing Party available only to those persons who need it in order to fulfil the contract. These persons also include advisors, subcontractors, contracted helpers and Affiliated Companies of the Receiving Party.

6.4 The confidentiality obligation does not prevent the Receiving Party from sharing Confidential Information with (i) its professional advisors bound by confidentiality obligation (e.g. attorney-at-law, tax advisor); (ii) the entity providing insurance services to the Receiving Party, to the extent reasonably necessary for the purposes of the insurance; (iii) the service provider providing debt collection services to the Receiving Party, to the extent reasonably necessary for the purposes of enforcing claims and collecting debts.

6.5 The confidentiality obligation does not prevent the parties from enforcing or defending their rights and legitimate interests at court and/or in proceedings at the competent authorities in case of dispute between the parties or in case of any (suspected) infringement.

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

- (a) was already generally known at the time of publication or becomes known to the general public without a violation of this agreement, or

- (b) was demonstrably known to the Receiving Party at the time of the conclusion of the contract or which are thereafter disclosed to the Receiving Party by a third party in a justified manner, or
- (c) was already in the possession of the Receiving Party prior to the disclosure by the Disclosing Party; or
- (d) the Receiving Party has independently developed the information irrespectively of the transmission by the Disclosing Party

6.7 Confidential Information shall remain 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

- (a) to reports, certificates and other service results drawn up exclusively for the purpose of fulfilling the contractual obligations under the contract for the Customer, which remain with the Customer. However, TRI is entitled to take copies of these and the Confidential Information, which forms the basis for the preparation of these reports, certificates or other service results as proof of proper performance of the contract and for general documentation purposes for its files;
- (b) to Confidential Information which is reasonably necessary for the Receiving Party in order to protect and/or enforce its rights and claims in case of infringement or dispute;
- (c) to Confidential Information that is stored on backup servers or in analogue backup systems on a generational basis during routine data backups as part of normal archiving processes;
- (d) to the extent contrary to laws, regulations, orders of a competent court or an administrative or supervisory authority or an accreditor.

6.8 The confidentiality obligation described herein shall apply from the beginning of the contract and shall continue to apply for a period of five years after the termination of the contract.

7. Copyrights and rights of use, publication

7.1 The copyrights of the reports, test reports, test results, expert opinions, results, calculations, representations, etc. prepared within the scope of the order (hereinafter "Performance Results") are owned by TRI. As the owner of the copyrights, TRI is free to grant others the right to use the Performance Results for individual or all types of use (hereinafter "Right of Use").

7.2 The Customer receives a non-exclusive, timely unlimited, non-transferable, non-sub licensable Right of Use to the Performance Results produced and delivered to the Customer within the scope of the order, unless otherwise contractually agreed

individual cases. Performance Results may be used by the Customer only for the purpose for which these were prepared within the scope of the contract, and only to the extent and in a manner necessary for such purpose.

7.3 The granting of Rights of Use of the generated Performance Results regulated in Section 7.2. of these GTC is subject to full payment of the remuneration agreed in favor of TRI.

7.4 The Customer may only make the Performance Results accessible/available to third parties in full, unless TRI has authorized the Customer in advance in writing to make available/accessible parts of the Performance Results.

7.5 Any publication or reproduction/duplication of the Performance Results for advertising purposes or any further use of the Performance Results beyond the scope regulated in Section 7.2 requires the prior written consent of TRI in each individual case. For the avoidance of doubt, the Customer shall remain responsible for each publication or duplication of the Performance Results for advertising purposes.

7.6 TRI may revoke a once given approval according to Section 7.5 at any time without stating reasons. In this case, the Customer is obliged to stop publishing the Performance Results immediately at its own expense and, as far as possible, to withdraw publications.

7.7 The consent of TRI to publication does not entitle the Customer to use the corporate logo of TÜV Rheinland, also registered as a community trademark (Reg.-No.: 005871116) or the corporate design of TÜV Rheinland as reference advertising.

7.8 The provisions in 7.2 - 7.7 shall apply mutatis mutandis even if the Performance Results are, due to their nature, *not* protected by copyright laws.

7.9 For the avoidance of doubt, the reference to "timely unlimited" Right of Use in Section 7.2 shall not be interpreted as a permission for the Customer to use any certificate, report or other document after expiry of their term of validity or after their withdrawal or in the event if the certificate, report or other document may no longer be used due to the changes of the applicable laws or standards.

8. Acceptance of performance

8.1 TRI shall inform the Customer about the completion of the services

- by sending a notification to the Customer or
- by delivering the documents of the services performed (audit protocol, certificate, license, etc.) to the Customer in person or by sending them by mail, fax or email.

8.2 In the event that TRI's services are severable, the Customer shall also be liable to accept partial performance and shall be subject to a payment obligation pro-rated to the value of services performed. TRI may submit each completed part of the severable services to the Customer for acceptance as partial performance. The person duly authorized to represent the Customer shall send

the Certificate of Performance to TRI without delay, but not later than within 8 days.

8.3 Should the Customer refuse to accept TRI's performance, the Customer shall notify any complaint and its justification in writing without delay but not later than within 8 days of receipt of the audit document or certificate, etc. The Customer may not raise complaints on the grounds that the result of the inspection, test, audit etc. is not favorable to Customer.

8.4 If the Customer does not raise any written complaint within 8 days, the performance shall be deemed to be accepted by the Customer. If the Customer accepts the performance while being aware of a breach of contract by TRI, the Customer may only assert claims on the grounds of that breach of contract later, if the Customer has retained its/his rights to do so in writing.

9. Terms of payment

9.1 The service and other fees specified in the contract of agency shall be paid against an invoice, unless provided otherwise in the contract of agency.

9.2 The fee provided for in the contract of agency shall be due whether or not the result of TRI's performance is favorable to the Customer.

9.3 No offsetting against the invoiced amount is allowed, unless separately agreed on in writing. Section 9.3. shall not apply if the Customer is a consumer.

9.4 The Customer may file complaints against the invoice within 8 days of receipt.

9.5 In the event that TRI undertakes to provide services to a Customer that has an overdue debt to TRI, the latter shall be entitled to perform the services in parts, provided that this is allowed by the nature of the services. TRI may withhold partial performances until the Customer pays the overdue debt to TRI or pays the consideration due for the work already delivered by TRI.

9.6 In the event that the Customer fails to comply with its payment obligation when due, TRI shall have a right of lien over Customer's assets that have been transferred to TRI's possession due to the contract of agency. The right of lien is created by the virtue of law.

9.7 In the event that the Customer fails to comply with his payment obligations by the due date, he shall also be liable to reimburse all costs incurred by TRI in the course of the procedure for the collection of its rightful receivables.

9.8 In the event that the Customer only complies with his payment obligations after the due date, TRI shall be entitled to charge default interest in accordance with the provisions of the Hungarian Civil Code in force at the time concerned.

9.9 In the event that the Customer provided inaccurate data, or the circumstances existing at the time of performance are materially different from the ones applicable as of the date of signing the contract of agency, TRI may modify its expenses in accordance with the actual data and may request reimbursement of such expenses.

10. Liability, damages, reimbursement of expenses

10.1 The liability of TRI and its obligation to pay compensation for damage of any kind (also including lost profit) caused in connection with the contract (on whatever legal bases, whether due to breach of warranty or any other breach of contract by TRI or based on non-contractual liability rules, and also including any other obligation to reimburse the Customer for damage, costs, expenses, losses on whatever legal bases) shall be limited to a total aggregate amount of HUF 5 million, unless provided otherwise by the applicable mandatory laws. The limitation of liability shall not apply to damages caused intentionally or caused by a criminal offence or damage to life, personal integrity or health of humans.

10.2 TRI shall not be responsible for the actions and/or omissions of individuals appointed by the Customer as helpers in the course of the inspection of the Customer's products e.g. for the inspection of the equipment operated by the Customer, unless they are accepted by TRI as its own aids. In the event that TRI regards these individuals to be its own aids, it shall issue a written statement to that effect and in the absence of such written statement TRI shall not be held liable for any damage caused by such individuals. In the event that TRI assumes no responsibility for the actions of the aids appointed by the Customer in accordance with the foregoing, the Customer shall also exempt and hold harmless TRI from and against any third party claims eventually made by third parties against TRI with respect to any damage caused by individuals appointed by the Customer.

10.3 TRI shall only be responsible for the accuracy of the Customer's data, drawings or statements or any loss or other damage resulting therefrom, if such data, drawings and/or statements have been approved by TRI in writing during the testing/certification procedure.

10.4 The limitation period for claims for damages shall be governed by the applicable (Hungarian) legal provisions.

10.5 TRI reserves the right to involve (an) external professional(s) in the performance of its obligations under the contract of agency who shall have the same obligations as TRI's own employees; and TRI shall have the same responsibility for the work of such external professional(s) as if it had been performed by itself.

10.6 TRI only assumes responsibility for official statements and information published by TRI in writing.

11. Termination of the contract of agency

11.1 The contract of agency shall terminate

- if terminated by the parties in mutual consent
- by withdrawal (if either party is entitled to withdraw from the contract of agency under these General Terms and Conditions, the contract of agency or any applicable law)
- if terminated by either party
- by dissolution of either party without a successor or by the death of a natural person Customer

- by loss of capacity of a natural person Customer

- if the contract of agency is for a definite period, upon expiry of such definite period.

11.2 If the Customer withdraws from the contract, TRI, without prejudice to its legal rights, shall be entitled to a forfeit money (in Hungarian "bánapénz"), except if the Customer withdraws from the contract due to a serious breach of contract by TRI or for another good cause (in Hungarian "alapos okból") falling within the scope of interest of TRI. The amount of forfeit money shall be 10% of the fee specified in the contract of agency. The right to claim forfeit money shall not restrict TRI's rights, to claim compensation for the damage suffered due to the termination of the contract in excess of the amount covered by the forfeit money.

11.3 If TRI withdraws from the contract due to a breach of contract by the Customer or for another good cause (in Hungarian "alapos okból") for which the Customer is liable, TRI shall be entitled to a penalty (without prejudice to its legal rights). The amount of the penalty shall be 10% of the fee specified in the contract of agency.

11.4 The Customer may terminate the contract of agency in writing any time. In case of a termination by the Customer, TRI shall be entitled to the portion of the fee proportionate to the already performed work, as well as to the reimbursement of the costs and expenses incurred (and are not included in the fee). Moreover, unless the contract is terminated due to a serious breach of contract by TRI or for another good cause (in Hungarian "alapos okból") falling within the scope of interest of TRI, TRI shall be entitled to a forfeit money corresponding to 10 % of the fee lost due to the termination of the contract of agency, and shall be entitled to claim compensation for the damage suffered due to the termination of the contract in excess of the amount covered by the forfeit money. The obligation of the Customer to pay forfeit money and compensation for the damage as described in the previous sentence shall not apply in the following cases: (i) the parties agreed in the contract on the notice period to be observed by the Customer in case of ordinary termination (and the Customer terminates the contract in line with that); (ii) the notice period is not specified in the contract, but the contract is an indefinite contract and the Customer terminates such indefinite term contract with a notice period of at least 2 months.

11.5 In case of a breach of contract by the Customer or for another good cause (in Hungarian "alapos okból"), TRI is entitled to terminate the contract of agency in writing with immediate effect, without being liable for the damage the Customer may suffer due to the early termination (extraordinary termination). A good cause for extraordinary termination in this sense is given for TRI in particular if

- the Customer misuses the certificate, report, test report, expert opinion or other performance result prepared by TRI or its affiliate and/or uses the same in violation of the contract, or
- insolvency proceedings are opened against the Customer (by a binding court order) or the Customer's financial situation has otherwise deteriorated to such an extent that the timely payment of TRI's claims under the contract is endangered, or

- TRI cannot be reasonably expected to maintain the contractual relationship due to the Customer's behavior and/or due to changes in the Customer's circumstance otherwise;

Even in the case of an extraordinary termination by TRI, TRI shall be entitled to the portion of the fee proportionate to the already performed work as well as to the reimbursement of the costs and expenses incurred (and not included in the fee). Moreover, if the Customer is liable for the cause of the termination, TRI shall also be entitled to a penalty corresponding to 10% of the fee lost due to the termination of the contract (without prejudice to any legal rights of TRI).

11.6 TRI shall also be entitled to terminate the contract any time if there is no good cause for the termination and even without providing the reasons for the termination (ordinary termination) in writing; However, in this case TRI shall reimburse the Customer for the damage caused to the Customer by the termination, within the limits specified in these GTC. The obligation to compensate the Customer for the damage as described in the previous sentence shall not apply in the following cases: (i) the parties agreed in the contract on a certain notice period to be observed by TRI in case of ordinary termination (and TRI terminates the contract in line with that); (ii) the notice period is not specified in the contract, but the contract is an indefinite term contract and TRI terminates such indefinite term contract with a notice period of at least 2 months. If the contract terminates due to the termination of TRI, TRI shall be entitled to the proportionate part of the fee as well as to the reimbursement of the costs and expenses incurred (and not included in the fee).

11.7 The obligation to pay forfeit money according to Section 11.2 or 11.4 shall not apply if the Customer is a consumer.

12. Amendment of the contract of agency

12.1 The amendment of the contract of agency shall require a written agreement.

12.2 TRI may initiate the amendment of the contract of agency if changes occur in the conditions thereof that significantly affect the expenses incurred in relation to the provision of service. In the event that the Customer rejects the documented, reasonable and necessary additional expenses and the amendment of the contract of agency without a good reason, TRI shall be entitled to refuse to perform the next phase of service provision. Any resulting disadvantages shall be borne by the Customer.

12.3 TRI shall be entitled to initiate the amendment of the contract of agency if changes occur in the standards applicable to its activities and/or the accreditation requirements that affect the subject matter of the contract of agency.

13. Export control

13.1 When passing on the services provided by TRI or parts thereof to third parties in Germany, Hungary or abroad, the Customer must comply with the respectively applicable regulations of national and international export control law.

13.2 The performance of a contract with the Customer 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.

14. Partial invalidity, governing law, jurisdiction, court, miscellaneous provisions

14.1 In the event that one or more provisions of these GTC should be invalid, the validity of the remaining provisions shall remain unaffected.

14.2 If the Customer is *not* a consumer, disputes arising out of or in connection with the contractual relationship (also including disputes about the existence or the validity of the contract) shall be settled by the Central District Court of Buda (BKKB) (in Hungary) or, if the dispute falls within the competence of regional courts, by the Regional Court of Székesfehérvár (in Hungary).

However, TRI shall also be entitled to sue the Customer (instead of the court specified in the previous subsection) at the district court or regional court (as applicable) in whose competence area the seat of the Customer is located in Hungary or at any other Hungarian district court or regional court (as applicable) having competency according to the applicable Hungarian legal provisions. Moreover, if the Customer does not have a registered seat in Hungary, TRI shall be also entitled to sue the Customer at the competent court(s) of the country in which the Customer has its seat or principal place of business.

The above mentioned provisions do not apply if applicable mandatory laws provide for an exclusive place of jurisdiction in deviation from the above.

14.3 If the Customer is a *consumer*, it is agreed that the competent courts of Hungary shall have jurisdiction in matters arising out of or in connection with the contractual relationship (including disputes about the existence and validity of the contract) to the extent permitted by the applicable legal provisions. In particular, the competent courts of Hungary shall have jurisdiction if the consumer moves his/her place of residence or habitual abode from Hungary to another country after the conclusion of the contract.

14.5 The legal and business relationship between TRI and the Customer shall be governed exclusively by Hungarian substantive law, excluding its conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April, 1980 ("CISG").

14.6 TRI shall treat the personal data forwarded to it pursuant to the contract of agency in accordance with the applicable legal provisions.

15. Information about the access to conciliation board

15.1 The consumer (*see definition in Section 15.2 below*) is entitled to turn to the competent conciliation board in case of a consumer dispute. Further information (including the contact details of the consumer conciliation boards) is available in section "Letölthető anyagok" at www.tuv.com/hungary/hu (in Hungarian) and in section "Downloads" at www.tuv.com/hungary/en (in English).

15.2 For the purposes of Section 15.1 “*consumer*” shall mean (i) any natural person acting outside his/her trade, business or profession who is purchasing, ordering, receiving and/or using goods (definition see below) or who is the target of any commercial offer / commercial communication in relation to the product, as well as (ii) any civil society organization, ecclesiastical legal entity, condominium, housing cooperative, micro, small and medium-size enterprise acting for purposes of purchasing, ordering, receiving or using goods (definition see below) which can be regarded as outside its trade, business or profession, or that is the target of any commercial offer/communication in relation to the goods. The term „*goods*” shall include products, immovable property, rights with monetary value and services.

Email: tuv@huv.tuv.com

15.3 The information in Section 15.1 is provided in order to comply with the applicable legal provisions and does *not* constitute a submission statement by TRI. The information contained herein does *not* constitute an agreement or commitment by TRI to be bound by the decision of the conciliation board.

September 1, 2021

TÜV Rheinland InterCert Kft.

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