

General Transaction Terms

TÜV Rheinland Polska Sp. z o.o.

1. The scope of implementation

1.1 These General Transaction Terms shall be applicable to all the services provided by TÜV Rheinland Polska Sp. z o. o. (TRP) as part of executing orders and other obligations provided for in the agreement, as well as to auxiliary services and other obligations fulfilled as part of the performance of the agreement and they regulate cooperation principles, mutual rights and obligations of TRP and the Customer. In addition and overriding to these General Transaction Terms, the Special Terms and Conditions shall apply.

1.2 Customers within the meaning of these General Terms and Conditions are Consumers and Entrepreneurs, including Preferred Entrepreneurs.

The term “Consumer” shall mean a natural person who engages with an entrepreneur in a legal act unrelated directly to their business or profession.

The term “Entrepreneur” shall mean a natural person, legal person, or a business unit which is not a legal person to whom the act has granted a legal capacity and which conducts a business or professional activity on its own behalf.

A “Preferred Entrepreneur” is a natural person who enters into an agreement directly related to his/her business activity, if it follows from the content of this agreement that it is not of professional nature for this person, resulting in particular from the subject of his/her business activity made available on the basis of the provisions of the Central Register and Information on Business Activity.

Legal persons and business units which are not legal persons to whom the act has granted a legal capacity and which are governed by public law shall be treated as Entrepreneurs under the General Transaction Terms.

If the Customer is a Consumer or Preferred Entrepreneur, the „Special Terms and Conditions for Consumers and Preferred Entrepreneurs” shall apply in addition and overriding to the General Terms and Conditions.

If the provisions of the „Special Terms and Conditions for Consumers and Preferred Entrepreneurs” are inconsistent with these General Terms and Conditions, the provisions of the „Special Terms and Conditions for Consumers and Preferred Entrepreneurs” shall prevail.

1.3 The General Transaction Terms or standard agreements used by the Customer shall not be binding for TRP and the Customer in mutual trade relations and shall not constitute part of the agreement even if the Parties do not explicitly exclude their application.

1.4 With regard to the relations with the Customer who is an entrepreneur with whom TRP remains in constant economic relations, the General Transaction Terms and Special Terms and Conditions for Business shall govern all agreements, including future agreements, unless otherwise stated.

1.5 Whenever the General Transaction Terms or Special Terms and Conditions refer to the requirement of a written form, a documentary form shall be sufficient.

2. Pricing

If, after the conclusion of the agreement, the circumstances affecting the prices of services, agreed by the Parties, change, TRP shall have the right to change them. In such a case, the Customer shall be entitled to present in writing its reservations within 7 calendar days from the receipt of the proposal of such changes and undertake relevant negotiations. In the lack of consensus, the agreement shall be terminated, and the Parties shall make mutual settlements arising out of the agreement, taking into account the current workload. The termination of the agreement for the aforementioned reason and failure to finish the service provision shall not constitute basis for pursuing any claims against TRP, including claims for compensation.

3. Entry into force and term of the agreement

3.1 The agreement shall enter into force for the period agreed by the Parties the moment an order is placed with TRP by the Customer. The order should be placed in writing, via email or on paper. The basis for an order shall be a quotation presented to the Customer by TRP. The agreement shall be concluded also the moment both Parties sign the agreement, which is a separate document. The order for the services placed with TRP by the Customer without a prior offer shall be treated as a request for quotation which does not oblige TRP to provide the services.

3.2 An agreed term shall be extended by the term provided for in the quotation (the offer letter) or in the contract if the contract is not terminated in writing by one of the contracting Parties three (3) months prior to its expiration date.]

4. Scope of services

4.1 Scope and type of Services to be provided by TRP are specified in the contractually agreed service description of TRP. If no separate service description of TRP is available, the last offer of TRP governs 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, organizations 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.

4.2 The services shall be provided in accordance with generally accepted technical solutions and based on law as well as national and international standards or TRP’s specifications in force as at the conclusion of the agreement. The services may be provided based on TRP’s accreditations.

4.3 If, after the conclusion of the agreement, there

is a change to the generally applicable provisions or amendments to the official requirements for the agreed services, which affect the scope of TRP's work, TRP shall be entitled to additional remuneration for the incurred costs.

4.4 TRP shall be authorized to determine the methods of service provision unless it was decided in writing otherwise or if the mandatory legislation requires a special procedure that needs to be observed.

4.5 The Services owed under the contract are agreed exclusively with the Customer. The Customer is the sole authorized entity/person to use any documents, in particular tests reports, prepared by TRP. A contact of third Parties with the Services of TRP, 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 Clause 11.3. TRP shall not be liable for damage to third parties incurred as a result of the unauthorized use of the documents prepared by TRP.

4.6 Unless otherwise agreed by the Parties, TRP's liability to third parties with respect to the provision of the services shall be excluded.

4.7 Unless contractually agreed, when testing, TRP does not guarantee 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.

5. Place and time of the provision of services.

5.1 The place and date of service provision shall be determined based on individual agreements between the Parties or in the absence thereof, on quotation (the offer letter) from TRP, taking into consideration the requirements for reference documents, which are the basis for the provision of services and based on the estimate assessment of works necessary to be performed, made on the basis of the data provided by the Customer.

5.2 If the dates of the provision of services have been agreed, such dates shall start the moment TRP is served all required documents by the Customer and provided with necessary information or performance of other activities by the Customer necessary for the provision of the services by TRP. The dates and scopes of service provision shall be extended, or alternatively properly modified or agreed anew, if TRP's services cannot be provided for reasons beyond the control of any Party. If the time for the provision of services is extended for reasons attributable only to TRP, the Parties shall agree on an additional date for the provision of services. If for the reasons attributable solely to TRP the service is not provided also within this time limit, the Customer shall have the right to terminate the agreement with immediate effect. The Parties shall settle the services already provided.

5.3 If for the reasons attributable to the Customer, including also untimely, unreliable or incomplete transfer of materials, data and information, it will be necessary to

perform the works again or it will be impossible to timely provide the service (a so-called downtime), TRP shall have the right to demand additional remuneration in the amount proportionate to the time additionally devoted to the provision of the service, including also the standby time during which TRP was ready to perform the services. It is possible to charge the Customer with additional costs in the case referred to in the preceding sentence despite that the Parties have agreed on the final or maximum price of the order.

5.4 If the Customer must comply with statutory or officially defined time limits, the Customer shall agree the deadline with the TRP to perform the contract in good time.

Otherwise TRP shall not be liable for any damage suffered by the Customer for failure to comply with these time limits.

6. Cooperation

6.1 The Customer guarantees that any cooperation required of them, their representatives, including employees or third parties, shall be provided in due time and without any costs to be borne by TRP.

6.2 Design documentation, materials, auxiliary personnel, etc., necessary for the provision of services shall be made available to TRP by the Customer free of charge.

Additionally, the Customer shall ensure cooperation required by law, standards, security regulations and accident prevention regulations. Unless otherwise agreed by the Parties, TRP shall not be responsible for the design, selection of materials, structure or intended use of the test part, product, process or plant.

6.3 The Customer shall bear any additional costs resulting from the need for the performance of the works again or their delay as a result of untimely provision of information, provision of incorrect or incomplete information and the lack of proper cooperation. The Customer shall cover any additional costs generated due to the above reasons, also if the fixed or maximum remuneration for the provision of services has been agreed.

6.4 TRP shall provide services, which are the subject of the agreement, with the assistance of its employees, and persons it cooperates with under civil law agreements without the need to seek the Customer's consent.

6.5 TRP shall submit to the Customer, at their request, a list of the names of persons appointed to perform the activities, which are the subject of the agreement concluded.

6.6 The Customer cannot object to the participation of TRP's internal auditor or evaluator. The costs associated with the participation of these persons in the assessment shall be covered by TRP.

6.7 In the case of the accredited conformity assessments, TRP shall be authorized to give permission to the auditors of the relevant accreditation body to participate in the audit as observers. The Customer shall not bear the costs of the participation of the auditor acting as an observer in the audit.

7. Terms of payment

7.1 The service shall be settled subject to the remuneration agreed in the agreement.

7.2 If the scope of the service provision has not been agreed in writing when the order was placed with TRP, the remuneration shall be determined based on the works performed by TRP. If the amount of the remuneration for the services provided has not been agreed in writing, it shall be determined based on TRP's price list, valid at the moment of the service provision.

7.3 Unless agreed otherwise, VAT invoices shall be issued along with the progress of service provision, in accordance with certain stages of their provision.

7.4 If the services are provided for more than a month, and the value of the agreement or amount of the remuneration due to TRP exceeds EUR 2,500.00, TRP may demand payment for each stage of the agreement in instalments.

7.5 TRP remuneration shall be subject to indexation in each calendar year. The indexation ratio shall correspond to:

- a) the consumer price index for the previous year published in Monitor Polski by the President of the Central Statistical Office, or
- b) the rate of increase of average monthly wages and salaries in the national economy in the „Healthcare and Social Assistance” sector, published by the Central Statistical Office in the „Internal Market” study, if it exceeds the average annual rate of increase of prices of consumer goods and services announced in the Polish Monitor by the President of the Central Statistical Office.

7.6 TRP's remuneration shall be valorised automatically as of the month following the announcement or publication of the indices referred to in clause 7.5 (hereinafter the „Valorisation Date”) and shall not require any information to be given to the Client, any additional declarations to be made by TRP or any amendment to the Agreement. The valorisation shall apply to the remuneration for services to be performed by TRP as from the Valorisation Date. The valorisation of remuneration pursuant to clause 7.5. a) shall not prevent a subsequent valorisation in the same calendar year pursuant to clause 7.5. b).

7.7 The provisions of sections 7.5.-7.6. shall not apply to Customers being Consumers within the meaning of section 1.2.

7.8 If the indices and rates referred to in section 7.5. are below 100% (deflation), TRP remuneration shall not be subject to indexation.

7.9 The payment shall be made to TRP's bank account, indicated on the VAT invoice, quoting the invoice number and Customer's number, within the time limit indicated on the VAT invoice.

7.10 In the case of the delay in payment, TRP shall have the right to charge default interest for the delay at the statutory rate under Polish law. At the same time, TRP reserves the right to seek further claims for compensation under general rules.

7.11 Reservations to VAT invoices, issued by TRP, should be made in writing within 7 days from the invoice receipt. Invoices should be corrected pursuant to the legislation providing for the issuance of corrective invoices.

7.12 TRP shall have the right to demand the payment of advances in respect of the remuneration due from the Customer.

7.13 The Customer may submit for deduction only undisputed receivables due to them from TRP, proven by relevant documents.

7.14 The services provided to a group of entities (e.g. certification of the management system in a multi-branch organization) shall be settled in a specific manner. In such a case, a VAT invoice shall be issued, in which the Head Office will be indicated both as the Recipient and Payer, as defined in the quotation. This also applies to VAT invoices for additional services, irrespective of which group member they referred to. Thus, the Head Office shall make the payment to the relevant bank account for the service or part of the service provided based on the invoice issued by TRP. The way of settlement in this respect between the Head Office and group members shall be decided by the Customer.

8. Acceptance of service

8.1 Within the scope, in which it is justified by the nature of the services ordered, TRP shall have the right to submit for acceptance part or whole of the service ordered. TRP shall submit to the Customer for acceptance the service or part of the service completed via registered post or electronic mail.

8.2 The Customer is obliged to accept services immediately after a notification of their completion. The costs of acceptance shall be borne by the Customer. The service or part of the service is deemed to have been accepted and delivered without reservation if, within 3 days of its delivery, the Customer does not raise any objections to the service. Any possible objections should be submitted in writing by registered mail or by email. The agreements concluded with the Customers may provide for a different manner of the service acceptance.

8.3 The Customer is not entitled to refuse acceptance due to insignificant defects.

9. Confidentiality

9.1 For the Parties confidential information constitutes all information, documents, images, drawings, know-how, data, samples and design documentation, which one of the Parties (Disclosing Party) in any way discloses to another Party (Receiving Party) in relation to the provision of services, with the exception of the information referred to in item 9.2. Confidential information includes both hard copies and electronic copies of documents as well as orally transmitted information. 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. In the

case of Confidential Information that is passed on orally, appropriate prior notice of the confidentiality of such information must be provided and later memorialized in writing.

9.2 The information is not deemed confidential if:

- a)** it was made public by the Disclosing Party;
- b)** it was commonly known at the moment of its disclosure or became commonly known without the breach of this confidentiality clause;
- c)** it was disclosed by third parties authorized to disclose such information;
- d)** the Receiving Party possessed it before its disclosure by the Disclosing Party.

9.3 The know-how, data and other information collected, prepared or otherwise obtained by TRP (non-personal), in particular, through third parties with regard to the services provided by TRP, shall not be considered confidential information. TRP is entitled to store, use, process and further transmit the above-mentioned information in order to develop new services and to analyse and improve the services currently provided.

9.4 All confidential information, which the Disclosing Party transfers or in any other way discloses to the Receiving Party in relation to the agreement:

- a)** may be used by the Receiving Party only for the purposes of the performance of the agreement, unless the Parties have agreed in writing otherwise;
- b)** cannot be copied, distributed, published or in any other way disclosed by the Receiving Party, unless it is necessary for the performance of the agreement or unless TRP is required to submit confidential information, inspection report or documentation to the authorities or third parties, which participate in the performance of the agreement, in particular, accreditors of TRP within the framework of an accreditation procedure or, within the framework of the provision of Services; to Affiliated Companies of TRP or subcontractors or their respective employees, consultants and agents. "Affiliated Companies" shall mean all companies, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with a Party. For purposes of this definition „control" of a company 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)** shall be processed by the Receiving Party, maintaining the security level corresponding to the information security level employed by the Disclosing Party, not lower than the one required by law or relevant standards, and in the lack of them, not lower than the one objectively required;

d) may be disclosed if the obligation to disclose such information results from the valid legal regulations, court or administrative decisions, or when the need for its disclosure resulted from court or administrative proceedings, and when the obligation to disclose it arises out of the agreements concluded by TRP (e.g. with accreditation bodies).

9.5 The Receiving Party may disclose confidential information received from the Disclosing Party only to those persons among their employees, Affiliated companies, subcontractors and their perspective employees, consultants and agents, who need it to provide the services under the agreement. The Receiving Party shall ensure those persons observe the provisions included in this confidentiality clause.

9.6 All confidential information is the property of the Disclosing Party. The Receiving Party shall immediately:

- a)** return all confidential information, including all its copies, to the Disclosing Party;
- b)** or at the request of the Disclosing Party destroy all confidential information, including all its copies, and confirm the destruction of the confidential information to the Disclosing Party in writing, at any time and at any request of the Disclosing Party, as well as, without the need to request it, following the termination or expiry of the agreement between the Parties.

9.7 The above-mentioned obligations to return or destroy does not apply to:

- a)** reports and certificates prepared for the Customer, which are possessed by the Customer, and other documents if their archiving in relation to the agreement or for legal and tax purposes is justified. TRP shall have the right to make copies of the aforementioned documents, reports and certificates and the Confidential information, which forms the basis for the preparation of these documents, as proof of proper performance of the agreement 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; or
- c)** the extent contrary to laws, regulations, orders of a competent court, an administrative or supervisory authority or an accreditation body.

9.8 The prohibition to disclose confidential information shall be valid throughout the term of the agreement, and for 5 years following its performance, termination or expiry.

10. Personal Data

10.1 TRP as personal data controller shall process personal data of the Customers, their employees or team members/ personnel acting for or on behalf of the Customer or other persons notified by the Customer for the purposes of mutual cooperation between the Customer and TRP,

including for proper performance of the agreements entered into under the General Transaction Terms.

10.2 If the performance of the agreement by TRP shall require access to personal data of the Customer's employees or team members/personnel acting for or on behalf of the Customer or other persons notified by the Customer, the Customer shall make such data available within the scope, in which it is necessary to perform the agreement and in which the Customer is entitled to make them available.

10.3 Personal data may be made available by TRP to other entities within the TÜV Rheinland Group on the basis of a legitimate interest of the controller and may be made available to other entities cooperating with TRP

10.4 For details on the protection of personal data, see Appendix 1 – Privacy Policy to the General Transaction Terms, including the Customer's necessary information concerning the TRP acting as the personal data controller.

11. Copyright

11.1 All documents prepared by TRP as a result of the service provision, in particular reports, protocols, expert reports, research results, studies, etc., shall remain the property of TRP, which is their author. TRP shall retain exclusive right to make any changes and corrections to the documentation generated as a result of the service provision. As the owner of the copyrights, TRP is also free to grant others the right to use the performance results for individual or all types of use.

11.2 The Customer receives a non-exclusive, 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 Customer may use all the documents prepared during the performance of the services only in a complete, non-abbreviated form and in a manner not misleading as to the subject and outcome of the realized services solely for the purpose indicated in the agreement or order, in particular for the use of the documents as the evidence of the audits carried out and the grounds for the decision.

11.3 The Customer may transfer the documents referred to in item 11.1 to third parties only after TRP's remuneration is paid. The transfer may relate only to a complete set of the documents unless TRP has given its prior written consent to share only their parts.

11.4 The use of the documents referred to in item 11.1 for advertising or marketing purposes requires the prior written consent of TRP at each time. The client shall be responsible for and hold TRP harmless from any damages or complaints caused by publication or duplication of the service results for promotion purposes.

11.5 TRP may withdraw the consent referred to in item 11.4 at any time without providing reasons. In this case, the Customer shall immediately suspend the dissemination of the results of the service at their own expense and, where possible, to withdraw the publication.

11.6 TRP's consent to disseminate the documents shall not entitle the Customer to use TRP's logo (EU trade

mark no. 005871116) or TRP's designation as a reference advertisement.

11.7 The principles of using certificates/certification marks are provided for in item 15 of the General Transaction Terms.

12. Warranty

12.1 If, within the provision of the services, TRP creates a piece of work, TRP shall be liable to the Customer for the physical and legal defects of that work (warranty) unless the Parties exclude that liability in the agreement.

12.2 If the piece of work has a defect, TRP shall recertify or provide a new service at its own discretion. If the action chosen by TRP does not lead to the removal of the defect, the Customer may submit a statement of price reduction or withdrawal from the agreement. This restriction shall not apply if TRP has already attempted recertification or provided a new service.

12.3 The Customer shall report the defect in writing to TRP.

12.4 The Customer's claim under the warranty shall expire within one year from the date of TRP's provision of the services.

12.5 In addition to the claims referred to in item 12, the Customer shall not be entitled to any further claims and rights with respect to defects, except for claims for damages and cost reimbursement. The liability for damage and reimbursement is governed by item 13 of the General Transaction Terms.

13 TRP's liability for damage

13.1 TRP shall be liable under the agreement for intentional acts and gross negligence. As part of contractual liability, the scope of TRP's liability for all damage caused by TRP and its legal representatives and/or employees and its assistant and vicarious agents shall be limited:

- a)** in the case of agreements with a fixed value or remuneration, to ten times the total value of the agreement or remuneration;
- b)** in the case of service agreements concluded every year, to the amount of the annual remuneration agreed;
- c)** in the case of agreements, where the remuneration depends on the time and costs borne, to EUR 10,000.00 maximum;
- d)** in the case of framework agreements, which provide for the possibility of placing orders, to the amount equal three times the remuneration per each order, as a result of which the damage occurred.

The scope of TRP's liability for all claims under or in connection with the agreement cannot exceed EUR 100,000.13.2 Limitation of liability, referred to in item 13.1, shall not be applicable to intentional damage caused by TRP, in case of a quality guarantee, and culpable injury to a life, body or health.

13.3 Unless otherwise contractually agreed in writing, TRP shall only be liable under the contract to the Customer. TRP shall not be liable for personnel or third parties made available by the Customer as part of the collaboration

with TRP in order to provide services. Exclusive liability in this respect vis-à-vis third parties shall be borne by the Customer.

13.4 Periods of limitation in respect of claims for compensation are provided for by statutory regulations.

13.5 Insofar as liability under this clause is excluded or limited, this shall also apply to the personal liability of the employees and legal representatives of TRP and its assistant and vicarious agents.

14. Termination of the agreement

14.1 Each Party shall have the right to terminate the agreement, irrespective of the reasons for termination, with a 3-months' notice. The agreement shall be terminated in writing in order to be valid. The notice period begins on the first day of the month following the month, in which the notice has been received by the other Party. **14.2** The Customer may terminate the agreement, irrespective of the reasons for termination, with less than a 3-months' notice only subject to the following provisions:

- a)** If the Customer terminates the agreement with less than a 3-months' notice, but more than a 2-months' notice before the deadline for the provision of another service in a given year or another stage of the service subject to the agreement, the Customer shall pay the amount equal to 50% remuneration for the provision of a given service or another stage of the service;
- b)** If the Customer terminates the agreement with less than a 2-months' notice before the deadline for the provision of another service in a given year or another stage of the service subject to the agreement, the Customer shall pay the amount equal to full remuneration for the provision of a given service or another stage of a given service;

14.3 In the case of offers with "price guarantee", the provisions of item 14.2 do not apply. In such cases, if the agreement is terminated by the Customer, the Customer shall pay TRP the amount equal to 1/3 remuneration for the performance of a given agreement.

14.4 TRP shall have the right to terminate the agreement with immediate effect, in particular if:

- a)** The Customer fails to notify TRP immediately of the changes or signs of changes in the organization or the subject of the service, which are crucial for the provision of the service;
- b)** The Customer uses the certificate/certification mark contrary to the terms of use, included in the Technical Conditions for Management System Certification/Certification Regulations of the Product Certification Body/documents of the mark proprietor;
- c)** The Customer fails to notify TRP immediately of ceasing the business activity or of liquidation;
- d)** The Customer delays with the payment of remuneration and following ineffective lapse of the additional time period set by TRP for its payment, still does not make the payment;
- e)** The Customer refuses to accept the offer changed as

a result of the failure to provide the service in time due to the Customer's fault.

14.5 If the agreement is terminated with immediate effect, TRP shall retain the right to remuneration under the agreement, including all benefits provided until the termination of the agreement, as well as the right to demand that the damage, resulting from the failure to perform or improper performance of an obligation by the Customer, be redressed.

14.6 TRP shall have the right to suspend the performance of the agreement until the Customer makes the overdue payments, including interest.

14.7 If the agreement cannot be performed or cannot be performed in time due to the reasons attributable to the Customer, TRP shall have the right to withdraw from the agreement within 60 days from receiving information about the aforementioned reason and demand that the damage, resulting from the failure to perform the agreement, be redressed.

15. Certificates/Certification marks

15.1 The Customer shall not be entitled to make any changes to the original certificate/certification mark or its copy.

15.2 The principles of the use of the certificate/certification mark have been included in the Technical Conditions for Management System Certification/Certification Regulations of the Product Certification Body/documents of the mark proprietor.

15.3 The certificate/certification mark expires when:

- a)** Its validity (specified in the certificate) has expired and it has not been extended;
- b)** The general or specific implementation agreement has been withdrawn from, terminated or cancelled; and in the case of withdrawal from, termination or cancellation of the specific implementation agreement, the certificate/certification mark, issued by the Customer under this agreement, expires; whereas in the case of withdrawal from, termination or cancellation of the general agreement, all certificates and certification marks, issued by the Customer, expire;
- c)** The legislation in force concerning the product, for which the conformity certificate has been issued, is amended, and the Customer, within 6 months from the amendment, does not adapt the certified product to the amended accreditation legislation or research basis or amended nature of the use;
- d)** TRP withdraws the certificate/certification mark.

15.4 If one of the situations, referred to in items 15.3 b)-d), occurs, the Customer shall not be entitled to use the certificate/certification mark and shall return to TRP the original certificates within the time specified by TRP.

15.5 Should the certificate not be returned within the time specified by TRP, and should the Customer use the certificate/certification mark contrary to the prohibition stipulated in item 15.4, as well as should the Customer make

any changes to the original certificate/certification mark or its copy, the Customer shall pay TRP a contractual penalty of PLN 10,000 for each breach. TRP shall have the right to seek damages exceeding the value of the reserved contractual penalty under general rules.

16. Export Control

16.1 By handing over the services or part thereof provided by TRP to third parties in Poland or abroad, including those established abroad, the Customer shall comply with generally applicable national and international export control laws.

16.2 The execution of the agreement with the Customer shall be possible if there are no obstacles to its implementation resulting from national or international laws on foreign trade, imposed sanctions or embargo.

17. Force Majeure

17.1 The Parties to the Agreement shall not be liable for non-performance or improper performance of the Agreement caused by an extraordinary event beyond the non-performing Party's control, when such an event could not have been reasonably foreseen and prevented including when its effects could not have been reasonably foreseen and prevented ("Force Majeure"). In the absence of evidence to the contrary, such events shall include in particular (i) pandemic, epidemic, war, strike, riots, terrorist or cyber attacks, natural disasters and acts of God (flood, fire, earthquake), economic sanctions, embargo, massive disruption or outage of telecommunications, IT or power services or other like event, and (ii) acts of any national and local authorities and other public institutions, including acts undertaken to combat the above-mentioned events, including by means of: declaring major epidemic risk, epidemic emergency state, state of natural disaster, state of emergency, martial law, introduction of a ban on or restriction of movement of persons or goods due to border shutdowns, imposition of travel bans, subjecting specific persons, places or objects, including enterprises, to quarantine, introduction of business activity restrictions or bans.

17.2 The Parties to the Agreement shall not be liable for non-performance or improper performance of the Agreement caused by acts of any national and local authorities and other public institutions undertaken to combat the SARS-CoV-2 pandemic and its consequences, including by means of: (i) declaring major epidemic risk, epidemic emergency state, state of natural disaster, state of emergency, martial law, (ii) ban on or restriction of movement of persons or goods due to border shutdowns, imposition of travel bans, subjecting specific persons, places or objects, including enterprises, to quarantine, (iii) business activity restrictions or bans, (iv) payment gridlocks caused by the above circumstances.

17.3 Force Majeure indicated in clause 17.1 above and the reasons set out in clause 17.2 above shall be hereinafter separately referred to as an "Event", or collectively as

"Events".

17.4 The non-performing Party shall not be liable under clauses 17.1 and 17.2 above if it proves that its non-performance or improper performance of the Agreement was caused by an Event. The indemnity shall cover the liability for non-performance or improper performance of the Agreement, liability for damages and contractual penalties.

17.5 When waiting for the continuation of performance hereunder by the non-performing Party, the other Party may suspend performance of its obligations.

17.6 In the event performance or proper performance of the Agreement is not possible due to the occurrence of Events and where there is risk of non-performance or improper performance due to the occurrence of an Event referred to in Clause 17.2 above, the affected Party shall without undue delay notify the other Party of:

- a) the impossibility or risk of proper performance of the Agreement, together with the underlying causes,
- b) the impact of the causes on the performance of the Agreement, and,
- c) if possible, the affected Party will indicate a new term for the performance of the Agreement,
- d) and cessation of the cause when it occurs.

17.7 During an Event, the term for the performance of the Agreement shall be postponed for at least the duration of the Event and its consequences.

17.8 Unless the Parties agree otherwise, either Party may terminate the Agreement with immediate effect if a Force Majeure Event persists for more than 120 days from the date of notifying the other Party under clause 17.6 above.

18. Other provisions

18.1 Any corrections and amendments to the agreement and declarations under the agreement shall be made in writing in order to be valid unless the Parties have explicitly decided otherwise.

18.2 If one or more of the provisions of the General Transaction Terms or the agreement between the Parties proves to be or becomes invalid, the Parties shall replace such provisions with the provisions compatible with law, as close as possible resembling the invalid provision. Such invalid provisions do not affect the validity of the General Transaction Terms or the agreement.

18.3 If the provisions of individual agreements concluded with the Customers included provisions incompatible with these General Transaction Terms, the provisions of such agreements shall prevail.

18.4 The court to hear the disputes arising out the agreement between the Parties shall be the court having jurisdiction over TRP's registered office. The court shall apply Polish law.

18.5 The agreement entered into by the Parties shall be subject to Polish 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).

Annex 1 to General Transaction Terms – Personal Data Protection Principles

Information clause

The personal data of the Customer, its employees or team/personnel members, acting for or on behalf of the Customer or other persons notified by the Customer, including its customers, to the processing of which TRP is entitled, includes in particular: personal data necessary to maintain documentation related to the performance of the agreement or service, e.g. preparation of the offer, issuance of statements or certificates, documentation of audit activities, maintenance of design documentation and all other personal data necessary for the performance of the agreement or service.

Satisfying the informational obligations imposed on the Controller, the Controller as the personal data controller within the meaning of provisions of personal data protection:

on the basis of, among others, Article 13(1) and (2) of Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2017 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter the GDPR), informs you that:

a) Controller:

The controller of personal data is TÜV Rheinland Polska Sp. z o.o. with its registered office in Zabrze 41-800 at ul. Wolności 347, entered into the Register of Entrepreneurs of the National Court Register in Gliwice, 10th Commercial Division of the National Court Register under KRS (National Court Register) no: 0000081930, REGON (business ID no.): 010422615.

b) Data source (if the personal data has not been obtained from the data subject): The data has been obtained from the Customer, service provider or another cooperating person in relation to the performance of the agreement or service, or data processing is necessary for the controller or a third party to pursue objectives resulting from their legitimate interests. Data could also be obtained from widely available sources or websites.

c) Data Protection Officer:

Adam Piątek, ul. Wolności 347, 41-800 Zabrze, email address: inspektor-do@pl.tuv.com

d) The purpose and legal basis for personal data processing:

Personal data will be processed:

- i.** on the basis of Article 6(1)(a) of the GDPR if the data subject gives separate consent,
- ii.** on the basis of Article 6(1)(f) of the GDPR in order to establish cooperation, conclude commercial contacts, for marketing purposes, in order to assert

claims or defend against claims, including the sale of claims - for the time of proceedings, transferring data for the purpose of technical, IT and statistical support and for the purpose of maintaining audit documentation resulting from obligations towards accreditation bodies,

iii. on the basis of Article 6(1)(b) of the GDPR for the purpose necessary to take actions before entering into the agreement, perform the agreement or actions leading to entering into the agreement, also in order to assess payment capability,

iv. on the basis of Article 6(1)(c) of the GDPR in order to fulfil legal obligations, in particular tax and accounting regulations - for the time resulting from these regulations.

e) Data recipients:

Personal data recipients are persons who cooperate as part of the implemented agreement and companies owned by TÜV Rheinland Group, or entities authorised on the basis of legal provisions.

f) Transfer of data to a third country/international organisation:

Personal data will not be transferred to any third country but may be processed within TÜV Rheinland Group which is an international organisation, applying appropriate safeguards, on the basis of Article 46 of the GDPR.

g) Retention period for personal data:

Personal data will be retained for the above-mentioned purposes until the purposes no longer exist, for the duration of the agreement until it is terminated or until the consent is withdrawn or objection is raised.

h) Right of access to personal data and other rights:

In relation to personal data processing, you have the following rights:

- i.** right of access to your personal data (Article 15 of the GDPR),
- ii.** right to rectification/completion (Article 16 of the GDPR),
- iii.** right to erasure (Article 17 of the GDPR),
- iv.** right to restriction of processing (Article 18 of the GDPR),
- v.** right to object to personal data processing (Article 21 of the GDPR),
- vi.** right to data portability (Article 20 of the GDPR),
- vii.** right to withdraw consent at any time without effect on processing compatibility with law if personal data is processed on the basis of consent granted under Article 6(1)(a) or Article 9(2)(a) of the GDPR,
- viii.** right to lodge a complaint with a supervisory authority, i.e. the President of the Personal Data Protection Office.

i) Consequences of failure to provide personal data:

Providing personal data is voluntary but necessary for the performance of the agreement or service. The

agreement or services will not be performed if personal data is not provided.

j) Automated decision-making, including profiling:

Personal data will not be processed in an automated way and will not be subject to profiling.



TÜVRheinland[®]

Precisely Right.

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