

1. Applicability

Any agreement between TÜV AUSTRIA EXPERT SERVICES GMBH (hereinafter referred to as **TAEX**) and its Clients shall be concluded under these Terms and Conditions. Once agreed, the Terms and Conditions shall also apply - until revoked by TAEX - to all future contracts. The validity of purchasing and other terms and conditions of the Client is hereby excluded for the entire business relationship. Insofar as the contracts are concluded with consumers within the meaning of the Austrian Consumer Protection Act (KSchG), mandatory statutory provisions shall take precedence over these Terms and Conditions.

2. Offers

- 2.1. Unless otherwise agreed in writing, offers from TAEX are subject to change and non-binding. A mutually binding contract is only concluded upon receipt of the written order confirmation from TAEX by the Client or the start of performance by TAEX. Amendments and additions to the contract must be made in writing. This also applies to the agreement on the waiver of the written form itself. Verbal information, ancillary agreements and promises made by organs or employees of TAEX are only binding at any stage of contract fulfilment if they are confirmed in writing.
- 2.2. With the announcement of inspections and their performance, TAEX does not assume any obligations incumbent on the Client to comply with these or follow-up inspection dates.

3. Geographical Validity

Unless expressly stated otherwise, the fees offered are only valid for activities in Austria.

4. Execution of the Order

- 4.1. TAEX only owes the contractually agreed services that are provided in compliance with the generally recognised rules of technology. TAEX assumes no liability for the correctness of the laws, guidelines and standards on which the orders are based.
- 4.2. The order volume is specified in writing when the order is placed. If necessary changes or exceeding of the agreed order volume should arise during the proper fulfilment of the order, TAEX is entitled to carry these out on the basis of these Terms and Conditions even without a written order, provided that the last agreed fee is not exceeded by 15%. If the modification exceeds 15%, this must be agreed in writing before the additional service is provided. If this modification to the scope of the order increases the last agreed fee by more than 50%, the Client shall be entitled to withdraw from the contract within three days of notification of the new fee. However, the Client shall pay the agreed remuneration for the scope of services already rendered.
- 4.3. TAEX assumes no responsibility for the proper execution and functionality of the inspected or evaluated objects, unless this is expressly included in the order. In particular, the design, choice of materials and construction of devices and systems are only subject to an inspection if an order is specifically aimed at such a service. This also applies in the same way to safety programmes or safety regulations.
- 4.4. The Client must provide TAEX with all necessary documents such as drawings, plans, calculations and certificates when the order is placed, provide all necessary authorisations and approvals, provide order-related information at any time and make the necessary preparations before the start of order fulfilment, in particular make order-related objects accessible. The Client is obliged to make every reasonable effort to provide the documents required for the fulfilment of the order in good time. If the Client does not fulfil these obligations despite the setting of a deadline by TAEX, the contract is cancelled upon expiry of the deadline. In this case, TAEX is entitled to claim damages for non-fulfilment.
- 4.5. TAEX is not obliged to check the correctness of the documents made available to it or of verbal information provided by the Client or its employees, so that TAEX may assume that such information is correct.

- 4.6. TAEX is authorised to determine the method and type of order execution at its own discretion.

- 4.7. TAEX is authorised to make copies of the documents made available to it and to store them in its files and to store data of the Client and from business transactions with the Client in an electronic data processing system for its own purposes. The Client expressly consents to this in accordance with clause 10 of the Terms and Conditions.

- 4.8. Auxiliary services required or useful for the fulfilment of the order are to be made available to TAEX free of charge by the Client or by a third party on his behalf. When providing such auxiliary services, the Client must monitor and comply with the applicable statutory or official regulations, in particular in the area of employee protection.

5. Terms and Deadlines/ Delays

- 5.1. The contractually agreed deadlines and dates are based on estimates of the scope of work based on the information provided by the Client. These time specifications only become binding if they have been expressly defined as "binding" by TAEX in writing. Delays do not entitle the Client to assert claims, regardless of the legal title.
- 5.2. Binding deadlines begin with complete agreement in all parts of the contract and on all conditions of the service and end with the provision of the service by TAEX. They lose their binding nature if the Client is in default with his obligations according to the provisions of these Terms and Conditions, in particular clauses 4.4. and 4.8. for whatever reason.
- 5.3. If the fulfilment of the order is delayed due to circumstances for which TAEX is not responsible (e.g. operational disruptions, strike, force majeure, transport obstacles, etc.), TAEX is entitled to either withdraw from the contract or to extend the deadline appropriately, to the exclusion of warranties, avoidance on the grounds of error and/or claims for damages. This also applies if the events occur at a time when TAEX is already in default. TAEX will inform the Client of this in good time. In the event of cancellation, TAEX is entitled to invoice the Client for partial services rendered up to that point at the agreed prices.

6. Terms of Payment

- 6.1. The services shall be invoiced in accordance with the offers, price lists and the like valid at the time of conclusion of the contract. If the provision of services extends over a period of more than one year or if services are provided repeatedly, these shall be invoiced at the prices valid at the time of the individual provision of services.
- 6.2. If the service period of TAEX extends over more than 4 weeks, TAEX has the right to issue monthly partial invoices. Payment of the partial and total invoices must be made promptly and without deduction after receipt of the invoice, stating the invoice and customer number.
- 6.3. Invoice complaints must be notified to TAEX in writing and substantiated within a period of two weeks after receipt of the invoice, otherwise the invoice is deemed to be recognised.
- 6.4. The Client is not entitled to offset claims - of any kind whatsoever - unless these have been legally established by a court or recognised in writing by TAEX.
- 6.5. In the event of default of payment, even with only one due claim, all outstanding claims - including those from other orders and irrespective of a deviating payment agreement - become due immediately and TAEX can either demand immediate payment of the outstanding claims and wait until payment with the fulfilment of the order, or withdraw from the contract without notice and demand compensation for damages due to non-fulfilment. In the event of default of payment, TAEX is entitled to charge default interest of 9.2 percentage points p.a. above the base interest rate of the Austrian

- National Bank and to charge its own reminder costs of EUR 4.00 per reminder.
- 6.6. Furthermore, the Client undertakes to reimburse TAEX for the costs and expenses actually incurred as a result of his default in payment and necessary for appropriate legal prosecution. This includes, without prejudice to an obligation to reimburse costs under procedural law, in particular the extrajudicial costs, the dunning costs, the costs of a debt collection agency (in accordance with the remunerations for debt collection services set out in the ordinance of the Federal Ministry of Economic Affairs of Federal Law Gazette (BGBl) 141/96, valorised in accordance with § 4 para. 2 of this ordinance), as well as the costs of intervening lawyers, insofar as they were expedient and necessary.
- 6.7. In case of doubt, prices are quoted exclusive of statutory value added tax, which must also be paid by the Client at the applicable rate.
- 6.8. Several contracting parties shall be jointly and severally liable.
- 6.9. TAEX is also authorised to send invoices to the Client in electronic form. The Client expressly agrees to the sending of invoices in electronic form by TAEX.
- 7. Warranty**
- 7.1. If the Client is not a consumer within the meaning of the Consumer Protection Act (KSchG), he must inspect the work or services of TAEX immediately after performance and notify TAEX in writing of any defects identified or identifiable, otherwise excluding any liability, immediately, but at the latest within seven calendar days after delivery of the expert opinion, test report or similar. Hidden defects must be reported in writing immediately after their discovery, but at the latest within seven calendar days thereafter and in any case within the warranty period. Any notices of defects shall not entitle the Client to withhold part or all of the invoice amounts.
- 7.2. Warranty claims of the Client are limited to improvement or replacement delivery at the discretion of TAEX. TAEX is entitled to make two attempts at improvement or replacement deliveries. If the attempts at improvement or replacement delivery do not lead to success within a reasonable period of time or if the improvement or replacement delivery is economically unfeasible, the Client has the right to cancellation of the contract or price reduction. Cancellation due to insignificant, irreparable defects is excluded. In this case, an appropriate price reduction shall be made.
- 7.3. Warranty claims of the Client - also for so-called non-physical works, for example for expert opinions or software development - expire one year after completion of the service provision by TAEX. The warranty period is neither extended nor interrupted by improvements or attempts at improvements, especially if these are carried out outside the warranty period agreed herewith.
- 7.4. If the Client fails to give notice of defects in due time in accordance with clause 7.1, claims for warranty, for damages due to the defect itself as well as due to an error regarding the freedom from defects of the item are expressly excluded, unless employees of TAEX or its vicarious agents have justified such claims intentionally or through gross negligence.
- 8. Liability**
- 8.1. If the Client asserts claims for damages against TAEX, he is obliged to provide evidence with regard to causation, unlawfulness, fault and the degree of fault. The assignment of warranty and compensation claims to third parties etc. is not permitted.
- 8.2. If the Client suffers damage due to TAEX being responsible for exceeding a bindingly agreed performance deadline, this can be claimed to a maximum of 5% of the part of the order affected by the delay.
- 8.3. The following exclusions and limitations of liability also apply to tortious claims, insofar as these compete with contractual claims.
- 8.4. TAEX's liability is excluded in the event of property damage or financial loss caused by slight negligence. In cases of simple gross negligence, the liability of TAEX is limited to EUR 7,500,000.00 for property damage and EUR 3,000,000.00 for pure financial losses. This exclusion does not apply to property damage or financial losses caused by TAEX intentionally or through gross negligence. Amounts higher than the above can be agreed at the request and expense of the Client, provided that TAEX is able to obtain corresponding reinsurance cover from its liability insurer.
- 8.5. The exclusion and limitation of liability does not apply to personal injury.
- 8.6. The liability of TAEX - with the exception of personal injury - is also limited in all cases to the damage typical for the contract and foreseeable for TAEX when the contract was concluded or the breach of duty was committed.
- 8.7. The exclusions and limitations of liability in sections 8.1 to 8.6 also apply to the liability of TAEX for its organs and employees as well as the personal liability of the organs and employees of TAEX and other vicarious agents.
- 8.8. Claims for damages by the Client are excluded, except in the case of intent on the part of TAEX or its organs/executive employees, if they are not asserted in court within a period of three months after rejection of the claims with a corresponding notice by TAEX or its insurer. All possible claims for damages by the Client against TAEX (except in the case of intent on the part of TAEX or its organs/executive employees) shall become time-barred within one year of the Client becoming aware of his claim, unless the conditions elsewhere or the law stipulate a shorter limitation period. This does not apply to claims arising from offences.
- 8.9. The above exclusions and limitations of liability in clauses 8.1 to 8.8 do not apply to claims under the Product Liability Act, insofar as liability is mandatory under this Act.
- 8.10. If TAEX is liable to the Client for intentional or grossly negligent actions or omissions of its bodies, employees and vicarious agents, it can demand the assignment of any claims for damages of the Client against the body, employees and vicarious agents of TAEX.
- 8.11. If third parties who are neither in a contractual relationship with TAEX nor with the Client assert claims against TAEX, its organs, employees and vicarious agents on the basis of the contract between TAEX and the Client, which are not attributable to the intentional or grossly negligent actions of TAEX, its organs, employees and vicarious agents, the Client must indemnify and hold TAEX or its organs, employees and vicarious agents harmless.
- 8.12. TAEX GmbH accepts no liability for damage to test specimens caused by inspections, tests and the like that were carried out in accordance with the rules of technology at the time of the inspection.
- 8.13. Liability for consequential damages, in particular for loss of profit, loss of savings, loss of earnings, other financial losses, interest losses, etc. is expressly excluded. Any legal liability that may nevertheless exist is in any case subject to all the limitations listed under "Liability".
- 9. Copyrights**
- All copyrights to the expertises, reports, calculations, results documents, software and the like prepared by TAEX and its vicarious agents remain with TAEX. The passing on, utilisation and/or publication of the service beyond the contractually agreed purpose requires the prior written consent of TAEX. When passing on, utilising and/or publishing the service, the Client is responsible for compliance with the statutory provisions. In this respect, the Client must indemnify and hold TAEX harmless against any third-party claims.

10. Non-Disclosure/ Confidentiality/ Data Protection

- 10.1. TAEX has obligated its employees and other vicarious agents to maintain confidentiality regarding all facts of which they become aware as a result of the order.
- 10.2. The Client allows TAEX to make copies for TAEX's files of written documents, drawings, plans, etc. that are provided to TAEX for inspection and that are necessary for the fulfilment of the order.
- 10.3. When handling personal data, TAEX will comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and the Telecommunications Act (TKG) and take the technical and organisational measures required for data protection in TAEX's area of responsibility.
- 10.4. TAEX undertakes in particular to ensure that its employees comply with the provisions of Section 6 DSG.
- 10.5. The data protection declaration within the meaning of Art. 13 and 14 GDPR can be found on the website (www.tuv.at/datenschutzerklaerung).
- 10.6. Information or data of the Client shall only be passed on to third parties in the event of disclosure ordered by law, authorities or courts.
- 10.7. The Client authorises TAEX to use the name and content of the activities and the resulting turnover from projects as proof of references.

11. Auxiliary Material

The costs for aids that are not part of TAEX's standard equipment shall be borne by the Client.

12. Provision of Infrastructure during Inspection

The provision (connection and supply) of water, electricity, lighting to the required extent and scaffolding suitable for the execution of the order-related work and which comply with the applicable statutory and other regulations shall be borne by the Client, who shall also ensure that they are provided in good time.

13. Delivery and Storage of Test Objects

In the case of tests at TAEX test centres, the test objects, samples etc. to be tested must always be delivered free of charge. Insofar as they are not handed over to the Client or another body after the tests, a storage fee may be charged for further storage or, if they are disposed of, a disposal fee of an appropriate amount.

14. Severability Clause

Invalid provisions of this agreement shall not affect the validity of the remaining provisions. In the event that a clause of this agreement is invalid, the contracting parties agree to replace it with a valid clause that comes as close as possible to the meaning and purpose of the invalid provision. The Terms and Conditions apply to consumers (within the meaning of the Consumer Protection Act - KSchG) only insofar as they do not conflict with mandatory provisions of the Consumer Protection Act, Federal Law Gazette No. 140/1979.

15. Applicable Law and Place of Jurisdiction

This agreement and the entire legal relationship between the contracting parties shall be governed by Austrian law excluding its conflict of law rules. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded by mutual agreement. For all disputes arising from the contract, the jurisdiction of the competent court in Vienna is agreed exclusively, whereby TAEX is also authorised to bring actions before other courts for which a legal place of jurisdiction of the contractual partner exists.