GENERAL TERMS AND CONDITIONS of
the private limited liability company TÜV Nederland QA B.V.

Filed with the registry of the 's-Hertogenbosch District Court on 6th January 2023

1. Definitions

In these General Terms and Conditions the following definitions apply:

a. *Contractor:* the private company with limited liability TÜV Nederland QA B.V. (further herein: "TÜV"), with its registered address at Ekkersrijt 4401, 5692 DL in Son en Breugel,

b. *Client:* the natural person or legal entity who in connection with an agreement has given the Contractor an assignment to carry out activities;

c. *Agreement:* every agreement made between TÜV and the Client, any amendment or supplement to it as well as all (legal) acts for the preparation and execution of or in connection with that agreement.

d. Quotation: every written offer of the Contractor addressed to the Client;

e. *Request:* any request of the Client to TÜV to issue a quotation;

f. *Activities:* all services provided and/or advice given and inspections and/or tests carried out by or on behalf of TÜV pursuant to an agreement formed with the Client;

g. *Price:* the amount that is payable by the Client for the respective assignment;

h. *Period:* the periods specified in the quotation;

i. *the TÜV Mark:* the name and/or logo of TÜV;

j. *TÜV Logo:* all variants of the logo as used by TÜV, including all logos used in the past. The most recent versions of the logos used by TÜV are at all times shown on the website of TÜV (www.tuv.nl).

2. Applicable conditions

a. . Unless otherwise agreed in writing, these General Terms and Conditions are exclusively applicable to Quotations and other offers of the Contractor as well as Agreements concluded between the Client and the Contractor and form an integral part of them. The applicability of any general terms applied by the Client are herein explicitly excluded.

b. Any stipulations deviating from these General Terms and Conditions will only be effective insofar as they have been confirmed in writing by the Contractor.

c. The annulment or invalidity of any provision in these General Terms and Conditions will not affect the validity of the other provisions of these General Terms and Conditions.

d. The General Terms and Conditions are also applicable to Agreements between the Client and a person or legal entity engaged in performing the Agreement by the Contractor with the Client's approval. If and insofar as the said third engaged party uses general conditions independently, the General Terms and Conditions remain fully applicable with regard to the Client.

e. These General Terms and Conditions will also remain effective after termination or dissolution of the entire or partial Agreement.

3. Quotations, commencement and duration of the Agreement

a. All offers and Quotations given by the Contractor are without any obligation and lapse 30 days after their date unless explicitly otherwise agreed.

b. The Contractor cannot be held to its Quotations or offers if the Client can reasonably understand that these Quotations or offers or any part of them include an obvious error or mistake.

c. If the Client's acceptance differs from the offer included in the Quotation this shall not bind the Contractor.

d. The Quotations, offers and Agreements concluded between the parties are based on the information provided by the Client. The Client guarantees that in this connection it has provided all essential information for the set-up and performance of the Activities. In addition, the Client guarantees that this information is accurate and complete. All consequences of the inaccuracy or incompleteness of this information will be fully at the expense and risk of the Client.

e. Any Agreements between the Client and the Contractor will be formed at the moment the Client has received in return the order confirmation, Quotation or authorisation signed by the Client.

f. Arrangements with or undertakings by employees of the Client are not binding, unless these arrangements or undertakings have been confirmed in writing by an authorised representative of the Contractor.

g. The Agreement is entered into for an indefinite period of time unless it arises from the nature or purport of the Agreement made that it concerns a continuing performance Agreement which has been concluded for a specific period of time.

4. Client's data

a. The Client is obliged to provide to the Contractor promptly in the required form and in the required manner all data and documents which the Contractor at his discretion needs for the proper performance of the assignment given. The Client is obliged to immediately notify the Contractor of any changes in these details.

b. The Contractor is entitled to suspend the performance of the Agreement until the moment the Client has fulfilled the obligation set out in the previous paragraph.

c. The Client is responsible for the accuracy and completeness of the data and documents it has made available to the Contractor, including for the research methods and safety regulations forming the basis of the research at the Client's instructions. The Client indemnifies the Contractor against any claims and/or declarations of liability arising from inaccurate or incomplete data and documents provided by it to the Contractor.

d. If and insofar as the Client has requested it, the documents it has provided to the Contractor will be returned to it, subject to the provisions set out in Clause 15.

e. The Contractor will never be liable for damage as a result of the non-fulfilment by the Client of the obligations set out in this Clause.

5. Performance of assignment

a. The Contractor determines the manner in which the Agreement is to be performed. The Contractor will keep the Client informed about the performance of the Agreement and when requested will provide it with information insofar as this is reasonably possible considering the nature of the Activities.

b. The Period within which the Agreement must be performed is a target period unless explicitly agreed in writing that it is a fatal deadline. The target Period referred to above will only commence at the moment the Contractor has received all the relevant documents and/or devices from the Client and, if applicable, the Client has made a down payment to the Contractor Insofar as fatal deadlines are explicitly agreed in the Quotation, the Contractor will never be liable for failing to meet such fatal

deadlines insofar as this is a consequence of any failure on the part of the Client to fulfil the obligations resting on it pursuant to the Quotation and/or these General Terms and Conditions.

c. The Contractor is at all times entitled, without the prior consent of the Client, to outsource in whole or in part to third parties the performance of the Activities specified in the Agreement.

d. The Contractor shall perform the Agreement to the best of its ability in accordance with the applicable rules of science and technology and with due observance of the existing statutory regulations and guidelines. The Contractor nevertheless never guarantees the usefulness and safety of any construction, choice of materials or method of construction examined or tested in connection with the Agreement.

e. The Contractor is entitled to charge the Client for Activities and/or services performed supplementary to the Agreement in addition to the agreed Price. The Contractor is entitled to invoice these extra costs upon the completion of the extra Activities or in the next instalment invoice following it.

6. Secrecy and exclusivity

a. Notwithstanding the provisions under b of this Clause, the Contractor is, subject to obligations to disclose certain information imposed on it by law and/or guidelines, or by virtue of an authorised official order, obliged to observe secrecy towards third parties who are not involved in the performance of the Agreement. This secrecy relates to the existence of the Agreement as well as all information of a confidential nature provided by the Client to it and the results obtained from processing this information.

b. The Contractor is entitled to use the outcome in figures obtained after the processing for statistical or similar purposes, provided the outcomes cannot be traced to the individual clients.

c. Except for the provisions set out under b of this Clause, the Contractor will not be entitled to use the information provided to him by the Client for any purpose other than that for which it was provided.

d. Unless prior consent in writing has been granted to this end by the Contractor, the Client shall not disclose the contents of reports, advice or other statements by the Contractor, whether or not in writing, which have not been drawn up or made with the purpose of providing third parties with the information laid down in them. The Client will also ensure that third parties cannot inspect the content meant in the previous sentence.

7. Intellectual property

a. The Contractor reserves all the rights with regard to intellectual products which it uses or has used in connection with the performance of the Agreement with the Client, insofar as rights could in a legal sense be attached to, or be vested in, these products.

b. The Client is explicitly prohibited from reproducing, disclosing or exploiting the products referred to under paragraph a., including computer programs, system designs, methods of operation, reports and records issued, and/or other intellectual products, whether or not with engaged third parties. This is no different if (a part of) the reports or records referred to above have already come into the public domain.

c. The Client is explicitly prohibited from handing over to third parties any devices of the products meant in paragraph a. other than for obtaining an expert opinion about the Activities of the Contractor.

d. The Client is explicitly prohibited from using the TÜV Mark, or a sign similar to it, except if and to the extent that this right has been granted to the Client pursuant to these General Terms and Conditions or the Certification Regulations. The Certification Regulations has additional conditions for the use of the TÜV Mark.

e. In the event of an Agreement for the assessment of one or more products and/or one or more methods of operation by the Contractor, in the event of a positive assessment by the Contractor, the Client will be entitled to use the TÜV Mark, this is limited to the time and validity of the assessment(s) provided with due observance of the conditions laid down in this Clause as well as with due observance of any other conditions agreed between the parties. If the Client makes a change to the product(s) and/or method(s) of operation assessed by the Contractor, the right to use the TÜV Mark will automatically lapse as a result, unless the Contractor has previously and explicitly consented to the continued use of the TÜV mark. The Contractor may attach additional conditions to such consent.

f. The TÜV Mark may only be used by the Client in direct relation to the products and/or methods of operation assessed by the Contractor on the instructions of the Client for which a positive assessment has been issued. No statements or suggestions may be made by the Client that give a different picture of what has been assessed by the Contractor. The TÜV Mark may not be used by the Client as its own factory, trademark or trade name and may only be used if the (trade) name and logo of the Client is also used. The TÜV Mark must not be more prominently displayed than the (trade) name and logo of the Client. The TÜV Mark may only be used by the Client in the layout and typographical execution as used by the Contractor itself.

g. The Contractor reserves the right to revoke/terminate the right to use the TÜV Mark at any time it deems it appropriate. In the event the Contractor proceeds to revoke/terminate this right, it will notify the Client of this immediately and in writing. In the event of revocation/termination as referred to above, the Client shall be obliged with immediate effect to completely cease and desist all use, in whatever manner, of the TÜV Mark.

h. If any of the provisions of Clause 7 under b to g inclusive are violated, the Client will forfeit to Contractor an immediately payable penalty of €25,000 (in words: twenty-five thousand euro) per violation, or - at the Contractor's discretion - of €5,000 for each day, including part of a day, that the violation continues, without prejudice to Contractor's right to claim in addition compensation for the actual damage suffered.

8. Force majeure

a. If the Contractor is unable to fulfil its obligations to the Client under the Agreement, or is unable to do so on time or properly, as a result of a cause which cannot be attributed to the Contractor, including but not limited to (risk of) war, riots, strikes, (natural) disasters, accidents, government measures, epidemics, pandemics fire, stagnation in the regular course of business within the Client's company, those obligations will be suspended until the moment that the Contractor is able to fulfil them in the agreed manner without the Contractor being in default and without the Client being entitled to claim

performance and/or compensation for damages. The Contractor will notify the Client of a (a threatening) force majeure situation as soon as possible.

b. In the event of force majeure the Client and the Contractor will be entitled to terminate the Agreement in whole or in part with immediate effect. If the Agreement ends before the Activities agreed in the Quotation are completed, the provisions of Clause 14 under c of these General Terms and Conditions shall apply. If the Client wants to terminate the Agreement outside the case of force majeure described in the previous paragraph, the notice requirements of Clause 14 under a of these General Terms and Conditions shall apply in full.

c. Notice of termination due to force majeure as referred to in this Clause, must be notified in writing to the counterparty.

9. Fee

a. The Price stated in the Quotation is in euros and exclusive of VAT and other statutory surcharges and, unless explicitly agreed otherwise in writing, is based on the data and documents provided by the Client at the time the Quotation is formed. Unless explicitly otherwise agreed in writing, payment instalments will be agreed in the Agreement. The Contractor shall send the relevant invoice to the Client each time on or after a payment instalment has become due.

b. If no fixed price and/or payment terms are agreed, the Contractor will, at its discretion, charge its fee to the Client either per month or after completion of the Activities. The fee will be calculated in accordance with the Contractor's usual rates and will be charged to the Client, increased by down payments and invoices from engaged third parties, including any turnover tax due. .

c. . The fees to be charged by the Contractor will be indexed in accordance with the consumer price index figures, as published by Statistics Netherlands (CBS). A fee adjusted at any time shall apply, even if no notice of such adjustment is given to the Client. If the CBS would discontinue the announcement of the said price index figure or change the basis of its calculation, an index figure will be applied that is comparable as much as possible. Should a difference of opinion arise in this respect, either party shall be entitled to request a ruling from the director of Statistics Netherlands; such a ruling shall be binding on the parties.

d. The fee of the Contractor does not depend on the outcome of the assignment given.

e. The Contractor is entitled to charge the Client additionally for any Price increases and other circumstances - which were not foreseen in the Agreement.

f. Before the commencement of and during the Activities the Contractor will be entitled to suspend the performance of the Activities until the moment the Client has paid to the Contractor an advance for the Activities to be carried out or until the moment he has provided security for it.

10. Payment

a. Payment by the Client of the invoice amount should take place within 30 (thirty) days after the invoice date by means of payment into a bank account to be indicated by the Contractor and insofar as the payment relates to Activities, without any right to deduction, discount, set-off or suspension. The value date on the bank or giro statements is decisive and is considered as the payment date.

b. Payments made by the Client shall always serve in the first place to settle all interest and collection costs due and in the second place the due and payable invoices that have been outstanding longest, even if the Client states that the payment relates to a subsequent invoice.

c. If the Client has not paid within the aforementioned Period, it will be in default by operation of law and the Contractor will be entitled, without further demand or notice of default, to charge the Client from the due date compensation for loss of interest equal to the statutory interest, however with a minimum of 2% per month, whereby interest over a part of the month will be calculated as a full month, until the date of payment in full, all this without prejudice to any further rights the Contractor has.

d. All costs incurred by the Contractor in connection with and as a result of judicial or extrajudicial collection of its claim on the Client shall be borne by the Client, with a minimum of €250 (in words: two hundred and fifty euro).

e. All costs incurred by the Contractor in connection with legal proceedings against the Client to collect a claim shall be borne by the Client, including to the extent that such costs exceed the court order for costs, unless the Contractor is ordered to pay the costs as the party found to be at fault.

f. In the event of an assignment given jointly, the Clients will be jointly and severally liable for the payment of the invoice amount, insofar as the Activities have been carried out for the joint Clients.

11. Complaints

a. A complaint relating to the Activities performed must be made known to the Contractor in writing within 14 (fourteen) days of the discovery of the defect in the performance, if the Client demonstrates that it could not reasonably have discovered the defect earlier, failing which the Client may no longer invoke the defect in the performance. Following the complaint referred to, the Contractor shall then have the opportunity to carry out or remedy the Activities within a reasonable period of time.

b. Complaints about an invoice issued by the Contractor to the Client must be submitted in writing within 7 (seven) days after the invoice date.

c. A complaint as meant under a or b of this Clause does not suspend the payment obligation of the Client.

d. If the complaint has not been lodged within due time, all the rights of the Client in connection with the complaint will have lapsed.

12. Liability and indemnity of the Contractor

a. Regardless of the legal ground on which a claim is based, the Contractor shall only be liable for compensation of damages up to the amount paid out by the Contractor's insurer in the respective case. If for any reason whatsoever no payment is made under the insurance policy(ies) referred to, the Contractor's liability will be limited to a maximum of the Price stipulated in the Agreement - to which the harmful event relates - with a maximum of €1,000,000.

b. Regardless of the legal ground on which a claim is based, the Contractor will never be liable for:

- indirect damage, including but not limited to, lost turnover, lost profit, missed opportunities, stagnation damage, immaterial damage, environmental damage and damage to reputation. ;
- damage incurred by the Client or third parties and resulting from the provision of incorrect or incomplete data or information by the Client to the Contractor or otherwise resulting from an act or omission by the Client.
- damage incurred by the Client or third parties as a result of acts or omissions of auxiliary persons engaged by the Contractor (not including employees of the Contractor);
- commercial loss, indirect or consequential damage suffered by the Client or third parties;
- damage to or destruction of items (e.g. test samples) made available or provided for processing by the Client.

c. If the Agreement relates to the Contractor examining, testing or advising with regards to parts of a larger operational whole, no liability is accepted by the Contractor regarding the suitability for and/or proper functioning of that part within the larger whole.

d. A claim for compensation must be submitted to the Contractor no later than one month after the Client has discovered, or reasonably could have discovered, the damage, failing which any right to any compensation will lapse.

e. The Contractor is at all times entitled to remedy the losses of the Client if and insofar as this is possible. The Client must always provide the Contractor with the opportunity to remedy any defect in the performance.

f. The Contractor is never liable for damage to or destruction of documents or other items due to fire, theft or breakage etc. or during transport or forwarding via mail regardless as to whether the transport or mail despatch takes place by or on behalf of the Client, the Contractor or third parties.

g. If, as a result of deficiencies established and reported by TÜV, there is a need for further investigations to be carried out by third parties, TÜV will not be responsible and/or liable for the results and financial consequences thereof. The Contractor may, without the Client's prior consent, engage third parties in the performance of the Agreement and shall at all times be entitled to invoke Liability Limitations of those third parties against the Client.

h. The Contractor stipulates all statutory and contractual rights, which it can invoke to ward off its liability, also for the benefit of all those - including both subordinates and non-subordinates - who are involved in the performance of the Agreement and for whom he is liable by law.

i. The Contractor is not liable for damage caused by intent or conscious recklessness of subordinates and/or non-subordinates and other auxiliary persons involved in the performance of the Activities.

j. The Client indemnifies the Contractor against all third-party claims directly or indirectly related to the Activities performed or services provided by the Contractor.

13. Liability and obligations of the Client

a. The Client shall be liable for damage or injury to subordinate, non-subordinate or other persons engaged or items used by the Contractor, where such damage or injury is inflicted during the Period that the said persons or items are present at the project site of the Client or third party in connection with the assignment. The Client will indemnify the Contractor against all claims in this connection.

b. If the Client is aware or ought to be aware of properties of a substance or item that is made available to the Contractor in connection with the Agreement, or is the subject of the Agreement, that could pose a hazard, the Client will be obliged to inform the Contractor of these properties and, if possible, to clearly label the substance or item or its packaging as hazardous. Failing this, the client shall be liable to the Contractor for all damage arising as a result of the properties of the substance or matter referred to and the Client shall be obliged to indemnify the Contractor against third-party claims.

c. The Client shall take care of a proper (business) liability insurance. The Client shall make the insurance policy and associated proofs of premium payments available for inspection by the Contractor at the latter's first request. Should the Client's liability insurer(s) fail to pay out in a particular case for whatever reason, this shall in no way affect the Client's liability to the Contractor.

14. Notice of termination

a. The Client and the Contractor may terminate the Agreement at any time, with due observance of a reasonable notice period.

b. The notice should be given in writing to the other party.

c. Provisions of the Agreement concluded between the parties which are expressly or tacitly intended to remain also in force after termination of the Agreement, shall thereafter remain in force and continue to bind both parties.

15. Termination by the Contractor

a. The Contractor is entitled to suspend its Activities with immediate effect without a further notice of default, or to terminate the Agreement with the Client with immediate effect, without being obliged to pay compensation to the Client if:
   - the Client fails imputably in any of its obligations arising from the Agreement and does not remedy this within 14 days of having been given a written notice of default by the Contractor or if the Contractor has good reasons to fear that the Client will fail in the fulfilment of any of its obligations arising from the Agreement;
   - the Client is declared bankrupt or has applied for its bankruptcy or this has been applied for;
   - the Client applies for or is granted a (provisional) moratorium or the Client proceeds to liquidation; a moratorium has been applied for in respect of the Client;
   - The Dutch Debt Rescheduling Natural Persons Act (*Wet Schuldsanering Natuurlijke Personen*) is applicable to the Client and/or the Client has proposed or entered into a composition with its creditors;
   - the Client loses its legal personality or fully or partially closes down its business, dissolves or liquidates its company;
   - The assets of the Client or a part thereof is seized;
   - the Client cannot fulfil its obligations towards the Client as a result of force majeure and that force majeure situation persists for at least 20 calendar days;

b. The provisions set out in the previous paragraph do not affect the right of the Contractor to compensation for damages, costs and interest.

16. Right to suspend performance

a. The Contractor is entitled to suspend the performance of all its obligations including the surrender of documents or other items to the Client or third parties until such time as all debts which are due and payable by the Client have been paid in full.

b. The Contractor is not liable for damage suffered by the Client which is caused by the delayed completion of the Activities as a result of suspension.

17. Applicable law and forum agreed upon

a. Exclusively Dutch law applies to all Agreements between the Client and the Contractor to which these General Terms and Conditions are applicable.

b. All disputes arising in connection with an Agreement entered into with the Contractor or Agreements resulting therefrom will be settled exclusively by the competent court of the District Court of Oost-Brabant, based in 's-Hertogenbosch.

c. In connection with its statutory testing and certification activities, the Contractor applies the objection and appeal procedure for administrative bodies, as set out in Chapters 6 and 7 of the Dutch General Administrative Law Act (*Algemene wet bestuursrecht*).