

# General terms and conditions of business

## TÜV SÜD Schweiz AG

### 1 General information

- 1.1 TÜV SÜD Schweiz AG provides technical services in the form of expert reports, audits, measurements / laboratory services, consulting / concept designs, and special training, and develops new technologies services and related products. All these activities are provided according to its statutes.
- 1.2 The principal shall acknowledge the general terms and conditions of business and price list applicable at the time of engagement. The terms and conditions of business of individual principals shall not be accepted.
- 1.3 Additional agreements, confirmations, and other declarations made by TÜV SÜD Schweiz AG employees or experts employed by them shall only be deemed binding if TÜV SÜD Schweiz AG gives express written permission. The same applies for amendments to this clause.

### 2 Implementation of order

- 2.1 The orders accepted and expert reports prepared by TÜV SÜD Schweiz AG shall be carried out in accordance with commonly acknowledged regulations and technology – unless agreed otherwise in writing – in the manner commonly applied by TÜV SÜD Schweiz AG. No liability shall be assumed for the correctness of the security programs or safety regulations that form the basis for audits, unless explicitly agreed otherwise in writing.
- 2.2 The scope of the services provided by TÜV SÜD Schweiz AG is placed in writing upon placement of the order. Should the agreed scope of services need amending or expanding during the proper implementation of order, this shall be agreed in advance and in writing. In this case, the principal may withdraw from the contract if a continuation of the contract would no longer be in the principal's interest with regard to the amendments or extensions. However, the principal shall pay the agreed compensation or, should no compensation have been agreed, pay appropriate compensation.

### 3 Deadlines, arrears, inability to complete

- 3.1 The contractual deadlines given by TÜV SÜD Schweiz AG are of a non-binding nature, unless their binding nature has been explicitly agreed in writing.
- 3.2 Should TÜV SÜD Schweiz AG exceed a binding deadline and thus get into arrears for reasons that shall be justified, the principal may claim compensation for arrears for each full week in the amount of 1% of the order value outstanding due to these arrears, up to a total of 25% of the order value outstanding due to these arrears, if the principal has suffered a loss due to these arrears. The regulations stated in Section 5 shall apply for any further damages claims.
- 3.3 In the case of TÜV SÜD Schweiz AG not keeping to a binding deadline, the client shall send at least two written reminders to TÜV SÜD Schweiz AG via registered mail and apply a subsequent period of at least 15 working days for each reminder for the subsequent implementation of order and thus declare that TÜV SÜD Schweiz AG is in arrears. Should it be impossible for TÜV SÜD Schweiz AG to supply or remedy services subsequently within the stated subsequent period, the client may demand the reimbursement of any payments already made. The client's right to claim damaged shall be excluded.

### 4 Warranty

The client shall be liable for any damages caused by the client's non-compliance with duties, particularly damages caused by delayed or poor execution of the client's duty to cooperate. TÜV SÜD SCHWEIZ AG shall not be held liable in any way for such damages and explicitly reserves the right to claim damages.

### 5 Liability

- 5.1 TÜV SÜD Schweiz AG shall only be held fully liable for all damages – regardless of their legal cause – in the case of intent and gross negligence.
- 5.2 In the case of gross negligence, TÜV SÜD Schweiz AG' liability shall be limited to (depending on the amount of damage incurred):  
CHF 1,000,000.00 for damage to property  
CHF 500,000.00 CHF for financial damage.
- 5.3 Liability shall be excluded for slight negligence and third-party services, as well as temporary employees, unless TÜV SÜD Schweiz AG has been licensed by the government.
- 5.4 TÜV SÜD Schweiz AG shall also not be liable for any indirect damages or subsequent damages such as lost earnings, loss of data, and loss of reputation. TÜV SÜD Schweiz AG shall also not be liable if it has to temporarily suspend or cease the provision of services on the grounds of force majeure. The term of force majeure pertains to, in particular, unforeseeable and serious disruptions of operations, influenza, pandemics, accidents, work conflicts, measures implemented by the authorities, orders given by the authorities, particularly intensive natural disasters, war, and civil unrest.
- 5.5 The exclusion and limitation of liability stated in Sections 5.1 to 5.3 shall not apply to injury to life, body, and health, and to claims arising from guarantee of quality.
- 5.6 The principal shall inform TÜV SÜD Schweiz AG immediately and in writing about any damages.
- 5.7 Insofar as damages claims against TÜV SÜD Schweiz AG are excluded or limited, those shall also apply to the personal liability of the bodies, experts, and other employees, as well as temporary employees and aids of TÜV SÜD Schweiz AG.

### 6 Compensation and payment conditions

- 6.1 The client shall pay all fees for the services provided by TÜV SÜD Schweiz AG and the expenses incurred by TÜV SÜD Schweiz AG in their provision on time. The expenses and costs incurred by TÜV SÜD Schweiz AG are stated in the individual agreement and/or offer. All prices and hourly fees are stated less VAT and any other levies. Cash expenses, other expenses (such as travel costs, accommodation, and food), and the procurement of specialist equipment shall be billed to the client. Their repayment shall be excluded in the case of the contract being terminated early. TÜV SÜD Schweiz AG shall prepare all reports in the agreed language. Any translations required shall be billed at the standard rates. Unless explicitly agreed otherwise in writing, the net amount of the bills shall be payable in Swiss francs no later than 30 days from receipt. After this period, interest shall be incurred for arrears in the amount of 5% p.a. In the case of the client being in arrears, TÜV SÜD Schweiz AG may, at its discretion, choose to refuse the provision of further services until any outstanding bills have been settled, provide services on the condition of the client

paying for these in advance, or withdraw from the contract without further notice. TÜV SÜD Schweiz AG shall reserve the right to claim for damages.

- 6.2 TÜV SÜD Schweiz AG' offer is based on the information and document provided at the time the offer was prepared. If a flat fee was agreed for the provision of services, and if TÜV SÜD Schweiz AG was not provided with all technical and organizational information required for preparing the offer, or if such information has changed after the offer has been prepared, TÜV SÜD Schweiz AG shall expressly reserve the right to increase the compensation stated in the offer. The same shall apply if the work becomes more difficult or extensive due to the client stating subsequent requirements or due to the occurrence of special circumstances that were unforeseeable at the time the offer was prepared. Any additional services used by the client not explicitly stated in the offer shall be billed at TÜV SÜD Schweiz AG' current applicable hourly rates.

### 7 Confidentiality, copyright, and data protection

- 7.1 TÜV SÜD Schweiz AG may make copies for its files of written documents it receives for perusal that are important for the implementation of the order.
- 7.2 Insofar as expert reports, audit reports, calculations, etc. are prepared during the implementation of the contract that are subject to copyright, TÜV SÜD Schweiz AG shall grant the principal a simple, non-transferable user right, as far as this is required for fulfilling the contractual purpose. Other rights shall explicitly not be transferred, and the principal may not, in particular, amend (process) expert reports, audit reports, calculations, etc., or use these documents in any form outside its business operations. Any use of TÜV SÜD Schweiz AG' work results without first obtaining written permission shall incur a contractual penalty of CHF 50,000.00. TÜV SÜD Schweiz AG shall explicitly reserve the right to claim for damages in excess of this sum.
- 7.3 TÜV SÜD Schweiz AG' employees and experts shall not disclose and use any business and company information that comes to their knowledge during their professional activities for any other purpose than the implementation of the order. In any case, TÜV SÜD Schweiz AG may archive copies of the raw data and final report for a minimum period of 10 years in order to comply with the accreditation regulations.
- 7.4 TÜV SÜD Schweiz AG also processes and uses personal data exclusively for its own purposes within the TÜV SÜD Group. Data is transferred exclusively to affiliated companies. Employees tasked with the processing of such data have been bound to comply with the data protection act, and all data protection regulations must be strictly complied with.
- 7.5 If the client does not issue any written statement to the contrary, TÜV SÜD Schweiz AG may use the client as a reference in offers and advertising (particularly also on the online portals).

### 8 Place of jurisdiction, place of execution, and applicable law

- 8.1 Any claims brought by either contracting party shall be submitted to the courts at the place of jurisdiction, which is the place of the registered head office of TÜV SÜD Schweiz AG.
- 8.2 The place of execution for any obligations arising from the contract shall be the place of the registered head office of TÜV SÜD Schweiz AG in Zürich.
- 8.3 The contractual relationship and all legal relationships arising thereof shall be exclusively subject to Swiss law, with exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.

### 9 Applicability and other provisions

- 9.1 These general terms and conditions of business shall apply to companies and all legal entities under public law, unless explicitly agreed otherwise.
- 9.2 The latest version of these terms and conditions of business can be accessed at any time at [www.tuev-sued.ch](http://www.tuev-sued.ch). Should any provisions of these terms and conditions of business be or become invalid, this shall not affect the validity of the remaining provisions of these terms and conditions of business. The contracting parties shall replace any invalid or omitted provisions with such provisions as come closest in economic and legal meaning to the invalid or omitted provisions. These general terms and conditions of business are available in German and various other languages. In the case of discrepancies, the German version shall prevail.