

General Terms and Conditions of Purchase for Deliveries and Services of Third Parties to Companies of the TÜV SÜD Group located in Canada

1. General and Scope. The phrase “**Terms and Conditions**” means these General Terms and Conditions for the Purchase of Deliveries and Services. The word “**Order**” means any written Purchase Order, Release, or Contract which attaches, incorporates, or otherwise references these Terms and Conditions. The word “**Contract**” means these Terms and Conditions, together with any Order. The word “**TÜV SÜD**” means the companies of TÜV SÜD Group executing the order. The word “**Contractor**” means any individual, corporation or other entity who is to supply deliveries and services purchased by TÜV SÜD Group pursuant to this contract. TÜV SÜD and Contractor are referred to in these Terms each individually as a “**Party**” and collectively as the “**Parties**” The phrase “**Deliveries and Services**” means the items described on an Order and purchased by TÜV SÜD under this Contract.

2. Order, Independent Contractor, Contract Terms.

2.1. All Orders must be in writing to be valid and binding. The Order shall be deemed accepted by the Contractor upon the earlier of acceptance, confirmation, shipment or other performance. The Order is conditioned upon Contractor’s complete acceptance of the Order without modifications or additions. Until terminated by TÜV SÜD, this Contract shall apply to all future contractual relationships with the Contractor.

2.2. Contractor and TÜV SÜD are independent contracting parties and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

2.3. The legal relationships between Contractor and TÜV SÜD are based exclusively on this Contract, together with the Order and any other documents specifically adopted by reference in any such documents. Any

additional or conflicting terms in Contractor’s specifications, purchase order or any other written or oral communication are not binding unless accepted in writing by TÜV SÜD. TÜV SÜD’s failure to object to additional or conflicting terms shall not operate as a waiver of the terms contained in this Contract. Deliveries within the meaning of this Contract shall include both deliveries of goods and services.

2.4. Any changes to these Terms and Conditions must be agreed upon in writing by the Parties and shall only apply to the Order referenced in such writing.

2.5. The Contractor shall not be entitled to sub-contract the Order or essential parts of it to third parties without TÜV SÜD’s prior approval in writing.

3. Scope of Contractor’s Services.

3.1. Contractor agrees to be available during the term of the Order to provide Deliveries and Services to TÜV SÜD and TÜV SÜD agrees to purchase from Contractor such goods or services as described in the Order.

3.2. The relationship between TÜV SÜD and Contractor is that of an independent contractor and neither this Contract nor any other document executed in connection with this Contract creates an employee/employer relationship between them. Contractor shall be responsible for the supervision, monitoring and inspection of the performance of Deliveries and Services, in accordance with the terms of the Order. The Contractor shall at all times follow TÜV SÜD’s written internal procedures which are necessary to ensure compliance with international standards and accreditation requirements, as applicable.

3.3. Nothing in this Contract shall be construed as requiring TÜV SÜD to engage Contractor for a specified quantity of Delivery and Services.

4. Prices, Shipping, Packaging.

4.1. The agreed prices and fees for the services are as set forth in the applicable Order. Prices shall be inclusive of all delivery costs. Such prices and or fees shall not include time incurred for visits, specimen samples, the preparation of offers or projects.

4.2. No payments shall be made for visits, specimens/samples or preparing offers, projects.

4.3. Contractor shall give written notice of shipment to TÜV SÜD when the goods are delivered to a carrier for transportation. Contractor shall provide TÜV SÜD all shipping documents, including the commercial invoice, packing list, bill of lading and any other documents necessary to release the goods to TÜV SÜD within five (5) business days after Contractor delivers the goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Order. Unless otherwise provided in this Order, no charge shall be made by Contractor to TÜV SÜD for shipping.

4.4. If any of the items ordered constitute or contain "hazardous or toxic chemicals" or "hazardous substances" or flammable or hazardous "petroleum products" as defined by any applicable Federal, State or local law, rule or regulation, Contractor shall provide at the time of delivery all required notices and information, including without limitation, notices and information for OSHA, MSHA and Material Safety Data Sheets. Contractor agrees that it shall ensure that any such information is current. Contractor shall provide TÜV SÜD with any changes, alterations, or revisions to such information promptly.

4.5. Contractor warrants that the goods supplied under this Contract do not contain any substance whose use is prohibited under Federal, State, or local law, including, but not limited to the Clean Air Act, the Toxic Substance Control Act, or the Federal Insecticide Fungicide and Rodenticide Act, and that any applicable requirements under these laws have been satisfied by Contractor. If requested by TÜV SÜD, Contractor shall promptly furnish to TÜV SÜD in such form and detail as TÜV SÜD may direct: (a) a list of all ingredients in the goods purchased; (b) the amount of one or more

ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods purchased, Contractor agrees to furnish to TÜV SÜD sufficient warning and notice in writing (including appropriate placarding and labels on goods, containers, packing and vehicles used for shipment) of any "hazardous substance" which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise TÜV SÜD and third parties, including transportation carriers and TÜV SÜD's employees, as to the degree of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use, recycling or disposal of the goods.

4.6. Deliveries ahead of schedule, excess deliveries, deliveries of less than the full amount or partial deliveries shall require TÜV SÜD's prior written approval. In the case of agreed partial deliveries, the remaining balance of the delivery must be shown. Acceptance of early deliveries, late deliveries, partial deliveries or excess deliveries shall be at TÜV SÜD's sole discretion. Contractor shall not procure, produce or ship any goods unless authorized in writing by TÜV SÜD or as necessary to meet specific delivery dates. Shipments in excess of those authorized by TÜV SÜD or shipments received by TÜV SÜD in advance of the scheduled delivery date may be returned to Contractor at Contractor's expense, and such determination shall be at the sole discretion of TÜV SÜD.

4.7. Title to any goods shall pass to TÜV SÜD upon acceptance. Notwithstanding any Contract to pay freight, express or other transportation charges, the risk of loss or damage in transit shall be the sole liability of the Contractor.

4.8. The Contractor's obligation to take back the packaging shall be governed by the statutory provisions. Superfluous packaging must be avoided. Only environmentally friendly packaging materials may be used. If packaging is invoiced separately, the Contractor shall be entitled to return to the Contractor free of charge packaging that is in good condition. The Contractor shall reimburse the Contractor for 2/3 of the value shown on the invoice for packaging of this kind.

5. Confidentiality.

5.1. Subject to the exceptions in Section 5.2, “Confidential Information” will mean all of the information (whether in writing, orally, tangible or intangible, or by another means) that is disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) under an Order, which information is either in writing and marked “confidential”, “restricted”, or “proprietary”, or if disclosed orally or through access to facilities, is identified as being confidential at the time of disclosure, or from all the relevant circumstances should reasonably be assumed to be confidential and proprietary whether or not such information is marked or identified as “confidential”, “restricted” or “proprietary” at the time of disclosure.

5.2. Each Party hereby acknowledges that all of the other Party’s Confidential Information is valuable, unique, and constitutes trade secrets and proprietary information and, during the term hereof upon the termination of the Contract, each party’s knowledge of the other party’s Confidential Information will enable it (or any other individual, company, or person with which it is associated in any manner) to compete with the other Party in a manner likely to cause irreparable harm upon the disclosure of such Confidential Information. Accordingly, each Party hereby agrees that it shall not disclose, directly or indirectly, any of the Confidential Information to any individual, firm, company, or other entity and shall not use any Confidential Information in any manner whatsoever except as permitted under the Contract, unless such Confidential Information (a) is now in the public domain or subsequently enters the public domain through no action or fault of the Receiving Party; (b) is known by or available to the Receiving Party from its own independent sources prior to its receipt thereof under an Order; (c) the Receiving Party receives from any third party having a legal right to transmit such information without any obligation to the Disclosing Party to keep such information confidential; or (d) is independently developed by the Receiving Party’s employees, agents, or contractors. Additionally, these exceptions will not apply to Personal Information (as defined in Section 5.3) unless the Receiving Party possesses and has the right to disclose any such

Personal Information independently of its relationship with Disclosing Party and its Affiliates and Representatives.

5.3. The Receiving Party agrees to treat all of the Disclosing Party’s Confidential Information with the same degree of care to avoid disclosure to any third party as the Receiving Party uses with respect to its own information of like importance, which is to be kept secret, and in any event no less than reasonable care. The Receiving Party is permitted to disclose Confidential Information only to those of its and its affiliates respective employees, officers, directors, shareholders, advisors, and agents, including without limitation consultants, attorneys, and accountants (collectively “Representatives”), whom the Receiving Party, in its reasonable discretion, deems need to know such information in connection with the relationship of the parties and/or TÜV SÜD’s performance of Services; and provided, further, that the Receiving Party may not disclose Confidential Information that is or includes personally identifiable information as defined by applicable privacy law (“Personal Information”) to Representatives other than employees without the Disclosing Party’s written consent. Prior to disclosing Confidential Information to any Representative, the Receiving Party shall advise Representative of the confidential nature of the Confidential Information and shall ensure that such Representative is bound by the confidentiality obligations contained herein or such other confidentiality obligations substantially similar to those herein.

5.4. Furthermore, in the event that the Receiving Party is ordered by a court or other governmental entity having jurisdiction to disclose any of the Disclosing Party’s Confidential Information, the Receiving Party shall be permitted to so disclose that Confidential Information. If permitted, the Receiving Party shall give the Disclosing Party prompt written notice of the order (unless prohibited by applicable process or order) so as to allow the Disclosing Party to seek a protective order or similar relief. Contract

5.5. Unless otherwise mutually agreed in writing, the Receiving Party’s obligations under this paragraph with respect to each item of Confidential Information shall

terminate two (2) years after the date of the receipt of that item by the Receiving Party. Notwithstanding the foregoing, the Receiving Party's obligation of non-disclosure and non-use of Personal Information will continue indefinitely.

5.6. At the Disclosing Party's written request, the Receiving Party and its Representatives shall promptly return to the Disclosing Party or destroy: (i) all written Confidential Information and any other written, recorded or machine readable material containing, reflecting or based upon the Confidential Information and (ii) all written materials prepared by the Receiving Party or its Representatives based on the Confidential Information. Notwithstanding the foregoing, the Receiving Party may (a) retain in its legal files one copy of the Confidential Information for archival purposes; (b) retain copies stored in automated computer backup systems; or (c) retain one copy to comply with the requirement of an accreditation or regulatory authority. In addition, routinely created electronic backup copies that contain Confidential Information are excluded from obligation to return/delete such information.

6. Documents, safety devices, industrial property rights

6.1. Storage, assembly and operating instructions and any necessary safety devices shall be provided free of charge. This shall also apply to documents that are required for the maintenance and repair of the delivery item.

6.2. The Contractor shall furnish documentary evidence of origin requested by TÜV SÜD with all the necessary data, duly sign it and make it available free of charge without delay.

6.3. The Contractor guarantees that all products and services provided and delivered are free of the proprietary rights of third parties and that the industrial property rights, licenses and copyrights or other patent rights of third parties ("IP Rights") are not infringed by the products and services provided and delivered. Implementation records, in particular drawings, jigs and fixtures, tools, models, etc., which TÜV SÜD provided to the Contractor for the implementation of the Order, or which were made in accordance with TÜV SÜD's

instructions or paid for by TÜV SÜD, shall remain the property of TÜV SÜD. The Contractor may only use such items for the contractually agreed purposes and may only make such items accessible to third parties with TÜV SÜD's written approval. After completion of the Order, all of the above-mentioned items shall be returned to TÜV SÜD without exception.

6.4. The Contractor shall indemnify TÜV SÜD and its affiliates from all claims by third parties arising from any infringements of intellectual property and shall indemnify TÜV SÜD against any and all costs, including reasonable attorneys' fees, in connection with any such claims. Contractor's obligations under this section are in addition to Contractor's warranty obligations and all other rights or remedies of TÜV SÜD and will survive acceptance and use of, and payment for, the Deliveries and Services, and completion, termination, or cancellation of this Contract.

6.5. TÜV SÜD shall have the right to obtain from the rightful owner, at Contractor's expense, the approval to use the delivered items within the Contract.

6.6. Contractor may not use TÜV SÜD's name or any of its trademarks, tradenames, logos or other intellectual property or likeness for any reason, including, without limitation, in any client list, press release, brochure, advertisement without TÜV SÜD's prior written consent.

7. Time of the Essence, Late Penalties and Force Majeure

7.1. Agreed delivery dates and periods are binding and delivery must be affected within the time specified herein. All articles sold and materials and work applied hereunder shall be of good quality and free from any defects and at all times be subject to inspection and rejection; but neither TÜV SÜD's inspection nor failure to inspect or reject shall relieve Contractor of any obligations hereunder.

7.2. A contractual penalty shall become due if the Contractor defaults on a contractual date or period. The contractual penalty shall be 0.2 % of the net value of the order per calendar day of the delay, but not exceeding 5 % of the net value of the order; several claims to contractual penalties shall be aggregated. The reserves the right to

claim further damages, whereas the contractual penalty shall be set off against the actual damages resulting from such delay. If, on acceptance of the goods or services, the did not reserve the right to claim a contractual penalty, the contractual penalty may be claimed until the final payment has been made. Notwithstanding the above, in the event of default by the Contractor, the rights of TÜV SÜD shall otherwise be governed by applicable law. The acceptance of a late delivery or services shall not constitute a waiver of claims for compensation, or any other rights or remedies provided hereunder. In addition to any other rights or remedies, TÜV SÜD shall also be entitled, in lieu of withdrawing from the contract, to have the Order carried out by a third party at the expense of the Contractor.

7.3. Whenever any actual or potential delays may occur which threatens to delay the timely performance of Contractor, Contractor shall immediately give written notice (but in no event later than fifteen (15) days prior to the agreed upon delivery date) to TÜV SÜD. Contractor will endeavor at its cost to mitigate the effects of such delay including expediting delivery. TÜV SÜD has the right, at any time, to change the place and/or time of delivery. Any claim by Contractor for adjustment because of a change in place and/or time of delivery will be deemed waived unless asserted in writing within ten (10) days after receipt by Contractor of the request for change. Contractor understands and agrees that if Contractor makes any commitments or production arrangements in excess of the amounts set forth herein or in advance of the time necessary to meet TÜV SÜD's delivery schedule, it does so at its own risk, and TÜV SÜD shall have no liability to Contractor or any other party relating to same. Contractor may only plead non-compliance with a time limit that is beyond its control if it has notified TÜV SÜD without delay of the reason for this. Contractor may only rely on the lack of necessary documents to be supplied by TÜV SÜD if it had sent a written reminder for the documents and did not receive them within an acceptable period.

7.4. Neither party shall be liable for any delay or failure to perform its obligations under this Contract arising out of circumstances beyond its reasonable control, including acts of God, fires, pandemic, war,

insurrection or riot, or acts of military authority, provided that the party provides notice to the other in writing of the delay or non-performance event within five (5) days of its commencement. TÜV SÜD may extend the delivery schedule to accommodate the delay or non-performance; however, should said event continue during the term of the Order for a cumulative total of thirty (30) days or more, TÜV SÜD may cancel the Order effective immediately upon written notice to Contractor, and TÜV SÜD's only obligation to Contractor shall be to pay the actual cost of the deliveries or services actually completed and delivered to TÜV SÜD prior to such cancellation.

8. Termination and Changes

8.1. TÜV SÜD may terminate this Contract or any Order under this Contract for cause in the event of any default by Contractor, including but not limited to: (i) late delivery, (ii) delivery of goods that are defective or that do not conform to this Contract, or (iii) failure upon request to provide TÜV SÜD with reasonable assurances of future performance. Additionally, TÜV SÜD may terminate this Contract in the event of any of the following: (i) insolvency of Contractor; (ii) the filing of an involuntary or voluntary petition of bankruptcy against Contractor; (iii) the execution by Contractor of an assignment for the benefit of creditors; or (iv) the appointment of a receiver over Contractor's assets. Subject to the requirements of any legal proceeding.

8.2. TÜV SÜD reserves the right to terminate this Contract or any Order under this Contract for its sole convenience, without reason or cause upon 10 business days written notice. In the event of such termination, Contractor immediately shall stop all work and shall forthwith apprise all its suppliers and subcontractors to cease work. Upon approval by TÜV SÜD, Contractor shall be paid all fees and costs related to Services completed as of the date of termination. Within 30 days after receipt of a termination notice, Contractor shall submit its claim. TÜV SÜD reserves the right to verify the claim by auditing all relevant records. Contractor shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by

Contractor's suppliers or subcontractors which Contractor could reasonably have avoided.

8.3. TÜV SÜD shall have the right to make any changes, additions or alterations in the items, quantities, destination, specifications, drawings, designs or delivery schedules set forth in the Order. The Parties will commence to negotiate an appropriate adjustment in price and terms where the Contractor's direct costs are materially affected by such changes. Any request by Contractor for an adjustment in price or terms must be made within 30 days of any such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized representative(s) of TÜV SÜD.

9. Warranty

9.1. Contractor expressly represents and warrants for the Warranty Period as follows: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) TÜV SÜD shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for TÜV SÜD's intended purposes, which purposes have been communicated to Contractor; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or Orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or Order pertaining to discrimination. These warranties shall be in addition to all other warranties, whether express, implied or statutory.

9.2. In the event that services are provided in connection with the supply of goods, Contractor expressly warrants that the services will be performed:

(a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this Contract, including but limited to any statement of work issued by TÜV SÜD.

9.3. These warranties shall survive inspection, test, delivery, acceptance, use and payment by TÜV SÜD and shall inure to the benefit of TÜV SÜD, its successors, assigns, TÜV SÜDs and the users of TÜV SÜD's products. These warranties may not be limited or disclaimed by Contractor. TÜV SÜD's approval of Contractor's design, material, process, drawing, specifications or the like shall not be construed to relieve Contractor of the warranties set forth herein, nor shall a waiver by TÜV SÜD of any drawing or specification request for one or more articles constitute a waiver of any such requirements for the remaining articles to be delivered hereunder unless so stated by TÜV SÜD in writing.

9.4. For purposes of these Terms and Conditions, "Warranty Period" shall mean 12 months from the date of first use of the goods by TÜV SÜD or 12 months from the date of acceptance by TÜV SÜD, whichever occurs later. Notwithstanding the foregoing, Contractor agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a material nature or in a significant portion of the goods, or a defect is discovered which, in TÜV SÜD's opinion, constitutes a threat of damage to property or to the health and safety of any person.

9.5. The Contractor agrees, to the extent that this is economically and technically possible, to use environmentally friendly products and processes for its deliveries and also for the deliveries or ancillary services of third parties. At the request of TÜV SÜD, the Contractor shall issue a certificate of inspection for the delivered goods free of charge.

9.6. TÜV SÜD shall notify Contractor in writing of all obvious defects of the shipment/service/work without delay as soon as they are detected in accordance with

the conditions of ordinary business, but not later than within 5 working days of receipt by TÜV SÜD of the shipment / acceptance. In the case of hidden defects, this notification period shall be 3 working days after detection.

9.7. If TÜV SÜD experiences any defect, failure or non-conformity during the Warranty Period, TÜV SÜD shall have the right to take the following actions, at TÜV SÜD's option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Contractor to cure defects in the goods within a reasonable period of time, determined by TÜV SÜD in its sole discretion given the urgency of the given situation; (3) require Contractor to repair or replace the defective goods in whole or in part at Contractor's sole expense, including all shipping, transportation and installation costs; (4) correct or replace the defective items with similar items from a third-party and recover the total cost from Contractor, including the cost of product recalls; and (5) exercise all other rights under the Uniform Commercial Code and any other applicable statutes. Contractor shall be responsible for any increased expenses due to the delivery of an item to a location other than the place of performance. After the second unsuccessful expiry of a reasonable time limit set by TÜV SÜD for repair or a replacement delivery, TÜV SÜD shall be entitled to invoke the statutory rights of withdrawal or price reduction. An agreed period for the replacement delivery shall have the same legal effects as a time limit set by TÜV SÜD. If the non-fulfilment or defective performance is limited to a definable part of the service, the withdrawal may be limited to this part; insofar as TÜV SÜD has the right to withdraw from the contract and the remainder of the contract remains in force. TÜV SÜD reserves the right to claim damages in all cases, in addition to the remedies provided hereunder.

9.8. In the event of material defects, TÜV SÜD shall also be entitled to render the performance itself and to obtain an advance payment from the Contractor. If the Contractor fails to comply with its obligations as set forth herein with respect to any defect within a reasonable time limit set by TÜV SÜD, TÜV SÜD may carry out the necessary measures itself or have them carried out by

third parties, and may charge the Contractor for such necessary expenditure.

9.9. As regards installations, machinery and plants, the applicable warranty periods shall commence on the date of the acceptance inspection referred to in the written acceptance declaration by TÜV SÜD.

9.10. For deliveries or parts thereof which cannot be used by TÜV SÜD during the period in which the defect is examined and/or remedied, the current Warranty Period shall be extended by the period of interruption of use. For repairs or replacement deliveries or parts thereof the Warranty Period shall commence again after transfer of the risk.

10. Quality Assurance and Product Liability

10.1. Contractor will maintain a quality assurance system which is adequate to detect and prevent shipment of nonconforming deliveries or services. TÜV SÜD reserves the right to evaluate the adequacy of Contractor's quality assurance system. Upon request, Contractor shall provide TÜV SÜD with appropriate quality assurance documentation, manuals or certifications. The Contractor shall conclude an appropriate quality assurance agreement with TÜV SÜD where the latter regards this as necessary.

10.2. The factory inspections carried out by the Contractor shall ensure that the deliveries conform to TÜV SÜD's technical specifications. The Contractor agrees to keep records of all inspections and tests carried out and to file all test, measuring and inspection results for ten years. TÜV SÜD may inspect these documents at any time and make copies.

10.3. Unless otherwise agreed, the Contractor shall mark the delivery items in such a way that they are permanently recognizable as its products.

10.4. If claims are made against TÜV SÜD for a breach of official safety regulations or under product liability law, regulations or statutes because of defects in its product that is attributed to the Contractor's goods, TÜV SÜD shall be entitled to recover from the Contractor for costs, expenses, and damages, including reasonable attorneys' fees, insofar as this was caused by, or the result of, products supplied by the Contractor.

11. Insurance

11.1. Prior to the commencement of any labor, work, or services hereunder or on the premises of TÜV SÜD, the Contractor shall obtain and provide evidence of adequate insurance AM Best Company's or similar which have with carriers doing business in the state in which the work is performed, and acceptable to TÜV SÜD, which shall include:

- (a) Workers' Compensation and Employers Liability with limits of not less than \$1 million, which shall provide for a waiver of all subrogation rights by Contractor and its insurers;
- (b) Automobile liability insurance, including coverage for owned and non-owned and hired automobiles with combined bodily injury and property damage limits of not less than \$1 million;
- (c) Commercial general liability insurance written on an "occurrence" basis with combined bodily injury and property damage limits of not less than \$1 million per occurrence and \$2 million in the aggregate. Contractor shall furnish to TÜV SÜD certificates of insurance demonstrating compliance with these requirements and noting expiration dates of policies, and providing that such insurance will not be cancelled or changed with less than 30 days' prior notice to TÜV SÜD.

11.2. The certificates will also indicate: (1) that TÜV SÜD has been named as an additional insured under the Contractor's commercial general liability policy; (2) that the commercial general liability policy includes broad form contractual liability coverage which will include coverage for performance under this Order.

11.3. All insurance shall apply separately to each insured and additional insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage is primary and non-contributory to that of TÜV SÜD's. The Contractor must cover TÜV SÜD, its parent, subsidiaries and affiliates and their respective officers, directors, and employees as additional insureds and listed on the executed Certificate of Insurance. If Contractor fails to furnish said certificates or maintain said insurance, TÜV SÜD shall have the right to cancel an Order for breach of these conditions. Contractor, for

itself and its insurers, hereby waives subrogation against TÜV SÜD.

12. Payment and Invoicing

12.1. Invoices shall be submitted separately to TÜV SÜD and shall include TÜV SÜD's references, the Order number, a description of the Services or good invoiced, quantities and unit prices, and such other information as may be required by TÜV SÜD from time to time. Invoices that are not correctly submitted shall be deemed to be received by TÜV SÜD on the date they are corrected.

12.2. Payments made by TÜV SÜD within 14 calendar days from the receipt of the invoice by TÜV SÜD shall be granted a discount of 3% of the amount invoiced. If made within 30 days of complete delivery or acceptance inspection of the works and services and receipt of a proper and verifiable invoice, no discount shall apply. Discounts shall also apply if TÜV SÜD sets off or retains payments because of defects; the discount period shall commence after the complete elimination of the defect. Deliveries made ahead of schedule shall not affect an agreed date for payment.

12.3. Insofar as certificates of material tests are part of the agreed deliverable, they shall form an essential part of the delivery or works and services and shall be sent to TÜV SÜD together with the invoice. However, TÜV SÜD must receive them not later than ten days after receipt of the invoice. In these cases, the period for payment shall commence with the receipt of the agreed certificate.

12.4. If Contractor fails to ship the deliverables or perform the services in accordance with the times stipulated in the Order, TÜV SÜD may delay payment equal to the number of days the deliverables or services were delayed by the Contractor as an equitable adjustment.

12.5. The Contractor may not assign its claims against TÜV SÜD or have them collected by third parties without the approval of TÜV SÜD. Notwithstanding the foregoing, in the event that the Contractor assigns its claims to third parties or has them collected by third parties, TÜV SÜD shall have the option of paying the

Contractor or the third party with the effect of a discharge.

12.6. With the exception of the Contractor being the subject of insolvency proceedings, TÜV SÜD shall have the right at all times to set off any amount owing from Contractor to TÜV SÜD or TÜV SÜD Group against any amount payable by TÜV SÜD to Contractor.

12.7. No additional charges of any kind shall be permitted without the written consent of TÜV SÜD.

13. TÜV SÜD Supplier Code of Conduct

13.1. In a manner appropriate to the size, nature and scope of its own business activities, the Contractor undertakes to comply with the expectations contained in the TÜV SÜD Supplier Code of Conduct in its own business area and to address them appropriately in its own supply chain. The Supplier Code of Conduct can be accessed, printed and downloaded at <https://www.tuvsud.com/en/tuev-sued-sourcing>.

13.2. TÜV SÜD reserves the right to change the TÜV SÜD Supplier Code of Conduct upon written notice.

13.3. The Contractor undertakes to inform its own employees about the contents of the TÜV SÜD Supplier Code of Conduct and to train them regularly. TÜV SÜD shall provide training material, if required.

13.4. The Contractor undertakes to implement appropriate control measures to verify compliance with the expectations contained in the TÜV SÜD Supplier Code of Conduct, both in its own business area and to a risk-appropriate extent in its own supply chain. The Contractor undertakes to participate in risk-based supplier self-assessment surveys conducted by TÜV SÜD to demonstrate compliance with the expectations contained in the TÜV SÜD Supplier Code of Conduct. TÜV SÜD is entitled to audit the Contractor at the TÜV SÜD's expense in order to assess compliance with the expectations contained in the TÜV SÜD Supplier Code of Conduct. The audits can be carried out by TÜV SÜD, or a third party commissioned by TÜV SÜD after reasonable written notice. The Contractor undertakes to support TÜV SÜD in carrying out such audits; TÜV SÜD undertakes to give due consideration to the legitimate interests of the Contractor.

13.5. In the event that TÜV SÜD has reasonable doubts about the Contractor's compliance with the TÜV SÜD Supplier Code of Conduct, or if a breach of the Supplier Code of Conduct is imminent or has already occurred, the Contractor and TÜV SÜD shall jointly agree on appropriate remedial measures. If no agreement is reached on specific measures, TÜV SÜD will propose specific measures. Contractor's failure to implement such measures shall constitute grounds for TÜV SÜD to immediately terminate the Contract.

14. Compliance

14.1. The Contractor hereby confirms to TÜV SÜD that neither Contractor nor any of its employees have committed any act in connection with this Contract that may constitute bribery, nor shall the Contractor or its employees commit such acts in the future. The Contractor hereby represents to TÜV SÜD that it shall refrain from all activities, which could constitute a criminal act of fraud, fraudulent breach of trust, money laundering, criminal offence under insolvency law, criminal offence under unfair competition law, granting of an undue advantage or bribery. Contractor shall implement and maintain reasonable measures to prevent the abovementioned violations.

14.2. In the event that the Contractor enters into an agreement or order which represents an inadmissible restraint of competition, it shall be liable to pay to TÜV SÜD 10% of the respective net order value as liquidated damages. Both Contractor and TÜV SÜD shall be entitled to prove that a higher or lesser amount of damage has been caused. This payment obligation shall apply irrespective of whether the underlying contract has been ended by termination or withdrawal or has been fulfilled. TÜV SÜD reserves its right to any other remedies under the law.

14.3. The Contractor hereby represents and warrants to TÜV SÜD that all necessary permits and authorizations have been obtained prior to providing Deliveries to TÜV SÜD.

14.4. In the event of any material violation of the provisions in this Section 14, TÜV SÜD shall be entitled to immediately terminate the Contract without notice.

14.5. In the event that TÜV SÜD is held liable by any third party based on a culpable violation of any undertaking in this section 14 by Contractor, Contractor agrees to indemnify TÜV SÜD from any such claims. In addition, Contractor hereby agrees to reimburse TÜV SÜD for all damages caused by such third-party claims (including indirect damages).

14.6. The Contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that the contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

15. Export Control and Embargoes

15.1. In connection with the performance of the Contract, the Contractor shall observe all applicable and relevant restrictions due to (re-)export control and embargo regulations of the Federal Republic of Germany, the European Union, Canada and the United States of America and/or other countries (hereinafter "export control and embargo restrictions").

15.2. The Contractor shall notify the in writing no later than one week after the conclusion of the Contract and without delay in the event of changes of all information and data which TÜV SÜD requires for its part in order to comply with export control and embargo restrictions in

the event of import, export, re-export and/or transfer of the delivered goods or provided services. In particular, in the event of delivery of goods, the Contractor shall provide all relevant goods list numbers relevant for the intervention of export control and embargo restrictions.

15.3. TÜV SÜD reserves the right to terminate this Contract immediately upon written notice to the Contractor if the Contractor fails to comply with any of the provisions of this Export Control Clause.

16. Indemnification:

16.1. Contractor agrees to defend, indemnify and hold harmless TÜV SÜD, its TÜV SÜDs and users of its products, against any claim, demand, suit damage, loss, expense, royalty, award, fees and costs (including court costs and reasonable attorneys' fees) arising from the actual or alleged infringement of any patent, copyright, or trademark by reason of sale or use of the goods covered hereby. In the case of actual infringement, Contractor shall, at its sole expense, procure for TÜV SÜD the right to continue using such goods under license or otherwise, or replace the infringing goods with a non-infringing substitute of equal quality, or modify such goods to TÜV SÜD's satisfaction, in order that they become non-infringing.

16.2. With respect to goods furnished pursuant to an Order, Contractor agrees to defend, indemnify and hold harmless TÜV SÜD, its affiliates, agents, servants, employees, officers, directors, parents, and subsidiaries against any loss, damage, expense (including court costs and reasonable attorneys' fees) or claim whatsoever for any injury or death of any person (including without limitation any injury or death of any employee of Contractor or TÜV SÜD) or damage to property arising from or relating to the undertaking of Contractor hereunder, or any defects in the goods or services furnished, regardless of the negligence or fault of TÜV SÜD.

16.3. Contractor agrees to defend, indemnify and hold harmless TÜV SÜD, its agents, servants, employees, officers, directors, parents, subsidiaries, affiliates and insurers against any loss, damage, expense (including court costs and reasonable attorneys' fees) or claims whatsoever for any injury to or death of any person

(including without limitation injury or death of any employee of Contractor or TÜV SÜD) or damage to property arising from or relating to the performance of any labor, work or services or the use of any materials, tools, equipment, scaffolding, machinery or property of TÜV SÜD undertaken or in connection with an Order, including without limitation, labor, work or services in connection with or collateral to a contract or Contract relative to the construction, alteration, repair or maintenance of a building, structure appurtenance, or appliance of TÜV SÜD, including moving, demolition and excavation connected therewith, whether the same arise under statutes (including without limitation Workers' Compensation Laws) the common law, or otherwise and whether or not such loss, damage, expense or claim is caused in part by the negligence or other fault of TÜV SÜD, its agents, servants, or employees; provided, however, that this indemnity shall not apply to the extent that any such loss, damage, expense or claim results from the sole negligence of TÜV SÜD. This indemnity expressly includes damages, losses and expenses arising out of fines or penalties, including for violation of applicable laws and regulations, and including those governing the costs of environmental cleanup necessitated thereby. Contractor's indemnity obligations under this clause shall not be limited by applicable Workers Compensation laws and as respects these indemnity obligations, Contractor expressly waives all immunities and defenses it may have under such laws.

16.4. TÜV SÜD shall promptly notify Contractor of any such claim or proceeding. However, delay in notifying Contractor will not relieve Contractor from any obligation except to the extent the delay harmed Contractor. Contractor may assume the defense of such claim or proceeding, and TÜV SÜD shall provide reasonable cooperation with Contractor, at Contractor's expense, in the investigation of any such claim or proceeding. Contractor shall not settle or otherwise consent General Terms and Conditions of Purchase for Deliveries and Services of Third Parties to Companies of TÜV SÜD Group located in the USA to a judgment that diminishes TÜV SÜD's rights or interests without TÜV SÜD's express written consent. If Contractor fails to assume

such defense, TÜV SÜD may defend or settle such claim on Contractor's behalf, at Contractor's expense.

17. Severability If any parts of these Terms and Conditions are held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

18. Place of performance Unless otherwise agreed in writing the place of performance for the obligation to deliver is the delivery location indicated by TÜV SÜD and the registered office of TÜV SÜD for all other obligations of both parties.

19. Contract language The contract language is English. Insofar as the parties to the contract use another language in addition, the English wording shall prevail.

20. Choice of law, arbitration

20.1. The validity, interpretation, and performance of this Contract shall be governed by the laws of the province of Ontario, Canada. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are expressly disclaimed and shall not apply. Any dispute, controversy, or claim arising out of or relating to this Contract, including the formation, interpretation, breach, or termination thereof, shall be resolved by arbitration in accordance with the Arbitration Act, 1991 (Ontario).

20.2. The arbitration shall be conducted in accordance with the rules of the ADR Institute of Canada, Inc. (ADRIC), unless the parties agree otherwise. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator within 30 days of the notice of arbitration, the ADRIIC shall appoint the arbitrator. Location and Language: The arbitration shall take place in Ontario, and shall be conducted in English. Confidentiality: The arbitration proceedings and any

information disclosed during the arbitration shall be kept confidential by the parties and the arbitrator, except as required by law.

20.3. Interim Measures: The arbitrator shall have the authority to grant interim measures of protection, including injunctive relief, as necessary. **Final and Binding:** The decision of the arbitrator shall be final and binding on the parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **Costs:** Each party shall bear its own costs and expenses of the arbitration, and the parties shall share equally the fees and expenses of the arbitrator, unless the arbitrator decides otherwise.

21. Nonwaiver; Remedies Any waiver or failure of TÜV SÜD to require strict compliance with the provisions of the terms of this Order in any respect must be in writing and shall not be deemed a waiver of TÜV SÜD's right to insist upon strict compliance thereafter. TÜV SÜD retains all rights and remedies granted to it by operation of law, or in equity, in addition to those set forth herein.

22. Assignment. Neither this Contract, nor Contractor's rights and obligations hereunder, are assignable by Contractor without the prior written consent of TÜV SÜD. No such consent or assignment will release Contractor or change Contractor's liability to perform all of its obligations under this Contract. Any attempted assignment without the prior written consent of TÜV SÜD will be declared null and void.

23. Entire Contract. Upon acceptance, this Contract shall constitute the entire agreement between TÜV SÜD and Contractor, and shall supersede all prior negotiations, discussions and dealings. Said Contract may not be modified or rescinded except in writing which requires signatures of both Contractor and TÜV SÜD.

24. Limitation of Liability TÜV SÜD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING

FROM ANY ACTION OR OMISSION OF TÜV SÜD RELATING IN ANY WAY TO THE SERVICES PROVIDED OR TO THE CONTRACT, EVEN IF TÜV SÜD SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS OR FAILURE TO REALIZE EXPECTED SAVING AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). TÜV SÜD'S ENTIRE LIABILITY, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THE CONTRACT, REGARDLESS OF THE FORM OR NATURE OF THE ACTION, SHALL IN NO EVENT EXCEED THE PRICE ALLOCABLE TO THE GOODS OR SERVICES OR UNIT WHICH DIRECTLY GIVES RISE TO THE CLAIM. No claim may be asserted by either party against the other party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.