



GENERAL TERMS AND CONDITIONS OF TÜV SÜD ATISAE, S.A.U. (HEREINAFTER, "TSA") FOR THE PROVISION OF NOT MANDATORY SERVICES OF TESTING, CONTROL, INSPECTIONS, CONSULTANCY AND EXPERT OPINIONS

1 General

1.1 TSA provides technical services in the form of expert opinions, tests and inspections, measurements/laboratory services, consultancy/concept planning and specialized training courses and develops services and the associated products in the field of new technologies, (hereinafter referred to as the "Services").

1.2 These General Terms and Conditions of Business shall apply to enterprises and all public corporations that do not have the condition of consumers defined in Article 3 of the LGDCU, unless explicitly agreed in writing upon otherwise. If the client belongs to the group of persons and entities that have the condition of consumer defined in Article art. 3 of the LGDCU, conditions included in Sections 4.3, 5.6, 5.9 and 10.2 will not apply, and the deadlines for the implementation of the Services will be binding for TSA, this being an exception of what is established in section 3.1 TSA does not engage in any dispute resolution procedures before any consumer conciliation body.

Additional terms and conditions may apply to services offered via an online store of TÜV SÜD or another TÜV SÜD group undertaking.

1.3 The customer shall accept TSA's General Terms and Conditions of Business (GTC) and schedule of fees valid at the time of order placement. Unless a previous formal validation of a TSA representative, deviating terms and conditions of business of individual customers cannot be recognized as a matter of principle.

1.4 Particular conditions agreed with a certain customer (including supplementary ancillary conditions, or modifications) have priority over these GTC. Supplementary agreements, promises or statements made by TSA employees or experts authorized by TSA shall only be deemed binding if they are expressly confirmed in writing by representatives duly authorized by TSA. This provision shall also apply to any amendments to these General Terms and Conditions.

2 Contractual Performance

2.1 TSA shall perform the contractual services and/or prepare expert reports in accordance with the established state of the art and unless otherwise agreed in writing in the manner customary at TÜV SÜD in compliance with current regulations. Unless otherwise explicitly agreed in textual form, no responsibility shall be assumed for the correctness of the safety programs and safety regulations on which the tests and inspections have been based.

2.2 TSA will be entitled to subcontract or transfer to third parties the implementation of services and/or works with no notify in writing needed to client.

2.3 The scope of contractual activities to be performed by TSA shall be defined in textual form on placement of order. If any modification or extension of the defined scope of order prove necessary within the context of due performance of the contract, they shall be additionally agreed upon in advance and in writing. In such cases, customers shall have the right to withdraw from the contract, if they can no longer be expected to remain a party to the contract in view of the modification or

extension. However, the customer shall pay the agreed compensation and fees accrued to date

3 Deadlines, Default, Impossibility of Performance

3.1 The deadlines for contractual performance quoted by TSA shall be binding only if this has been explicitly agreed upon in textual form.

3.2 Should TSA for reasons for which it is to blame, have exceeded a binding deadline for contractual performance and thus be in default of its contractual obligations, the customer shall have the right to claim compensation for any damage due to delayed performance. Compensation shall amount to 1% of the value of the contract whose performance is delayed under the terms of the contract for each completed week of delayed performance up to a total of 25% of the above value. Any further claims for damages shall be governed by the provisions set out in Section 5. 3.3 Should TSA's customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should TSA fail to observe this new deadline or ascertain that performance is no longer possible, the customer shall have the right to withdraw from the contract and – if TSA is at fault – claim damages in lieu of performance, according to Article 1.124 of the Spanish Civil Code.

4 Warranty

4.1 Warranty by TSA only covers contractual services with which it has been explicitly commissioned as per Section 2.1. o 2.3. Warranty regarding the proper condition and overall functioning of the plants to which the inspected or tested parts belong shall therefore be excluded. In particular, TSA shall not assume any responsibility for the design, materials and construction of the examined plants unless these issues have been explicitly included in the contract. Even if the latter is the case, the warranty and the legal responsibility of the manufacturer shall be neither restricted nor assumed.

4.2 Any warranty given by TSA shall initially be restricted to supplementary performance to be completed within a reasonable time limit. Should such supplementary performance fail, i.e. be impossible or unacceptable for the customer or be unjustifiably refused or delayed by TSA, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract.

4.3 Notwithstanding contracts signed with clients considered as Consumers that will be ruled by RDL 1/2007 of 16th November according to which is approved the General Law for the Defense of Consumers and Users and complementary laws ("LGDCU"), for claims regarding complementary services will apply Article 1490 of the Spanish Civil Code.

5 Liability

5.1 TSA has civil liability insurance coverage suited for its professional activity pursuant to the legal regulations currently in force. TSA shall



only be liable for damages (consequential damages), excluding consequential losses (lost profits) resulting from willful misconduct and gross negligence in the event of a breach of a material obligation

("material obligation"), and up to the limits foreseen in the following provision.

5.2 In the event that TSA is liable under no. 5.1 above, its liability shall be limited, as a maximum amount in each case, to 3,000,000.00 EUR, which is the amount covered by its current civil liability insurance policy. TSA shall not reduce the amount referred to above throughout the duration of the contractual relation.

5.3 In the case of claims for damages under the law 12/2011, of 27th May of Civil Liability for nuclear damage or produced by radioactive materials arising out of the handling, and in particular the transport, of radioactive substances under a license issued to TSA to carry out such activities outside nuclear power stations, TSA shall only be liable up to the officially insured amount in each case of damage. Any further liability by TSA shall be governed by Section 5.1 of this document and will be excluded hereunder.

5.4 TSA shall not be liable for any damages caused as a result of a negligent breach of a non-substantial contractual obligation.

5.5 Material contractual obligations are those obligations deemed to be prerequisites for proper performance of a contract and upon the observance of which the other contracting party may generally rely.

5.6 In the event of damage to life, person or health, TSA shall only be liable for will misconduct and gross negligence up to the limits set by Law or –as the case may be- by the Courts.

5.7 Any client making claims under this contract shall without delay inform to TSA in textual form about any potential damage for which TSA could be liable.

5.8 If claims for damages against TSA are excluded or limited, this shall extend to any personal liability of any statutory organs, miscellaneous employees, management team, experts, agents or any other auxiliary personnel of TSA.

5.9 Notwithstanding the above provisions of Section 5.6, any claims for damages caused to clients which have not the condition of Consumers, are subject to the limitation periods which shall be time-barred after one year, according to Article 1968 of the Spanish Civil Code

5.10 Notwithstanding the above provisions from Sections 5.1 to 5.9, the customer shall be obliged to obtain standard insurance cover for direct or indirect damage.

6 Terms of Payment, Prices

6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, services shall be billed in accordance with the fees outlined in the schedule of services and prices valid at the time of contract conclusions.

6.2 Reasonable advance payments may be requested and/or partial invoices covering services already rendered may be made out. Partial invoices need not be designated as such. The receipt of an invoice does not mean that the order has been billed completely by TSA.

6.3 Unless otherwise agreed, the invoice according with Section 6.2 and/or via the final invoice after acceptance of the service will be required at the date of the invoice.

6.4 Fees shall be subject to the value added tax at the applicable statutory rate. The amount of value added tax shall be shown separately on the invoice.

6.5 Any objections to invoices must be made in writing to TSA within a 14-day preclusion period after receipt of invoice, with reasons stated.

6.6 Contractor reserves the right to make a cancellation charge in case the Client cancels or delays the service required, the 10% of the total amount will be charge.

In case of cancellation by the Client, once the service has been started by the Contractor, the Contractor will be entitled to charge the Client for the expenses incurred as well as the proportional part of the agreed fees corresponding to the services already realized.

7. Force Majeure

7.1. In the event that either party is unable to perform its obligations to the other party in whole or in part or not in a timely manner due to an unusual and unforeseeable event beyond the control of that party (force majeure event), the affected obligations of the party relying on the force majeure event shall be suspended for as long as the force majeure event and its consequences persists; any obligations of the other party to provide consideration during this time shall lapse.

7.2 Claims of the other party, in particular claims for damages, shall not arise in this respect. The party invoking force majeure shall, however, be obliged to inform the other party without delay in text form of the event, the suspended performance obligations and the expected duration of the suspension of the performance obligations. The same shall apply if, by observing a reasonable duty of care, the party invoking force majeure recognizes, whilst the performance obligations

are suspended, that the notified probable duration of the suspension will change significantly. If the force majeure event lasts longer than three months from the first information to the other party, both parties shall be entitled to terminate the contract.

7.3 The suspension of a payment obligation - except in scenarios prescribed by law or if such payment obligation represents a consideration within the meaning of paragraph 1 of this clause- cannot be based on force majeure. Except in the cases mentioned in this paragraph, the other party shall be entitled to claim for the damages arising from a breach of a payment obligation

8. Export Control and embargoes

8.1 TÜV SÜD may suspend the obligation to provide the agreed services in due time and form in the event that the provision of such services would result a breach of regulations regarding of the export control and embargo restrictions. In such a circumstance, TÜV SÜD will notify to the customer in textual form and without undue delay of the impossibility to provide such services (performance impediment)

8.2 If TÜV SÜD could not provide the agreed services in a timely way because it is obligated to obtain permits, licenses or other authorizations or formalities as a result of the export control and embargo law restrictions, the binding delivery and completion deadlines agreed between TÜV SÜD and the customer shall be extended to accommodate such delays. TÜV SÜD shall notify the customer in a textual form and without undue delay of the attendance of referred delays.



8.3 Where the impediment to performance pursuant to Section 8.1 or the delay pursuant to Section 8.2 lasts longer than six months beyond the date of initial notification of the customer by TÜV SÜD, either party has the right to rescind the contract. In case of contracts for the performance of continuing obligations, either party has the right to terminate the contract instead. The customer shall not be entitled to any additional claims for non-performance based on Sections 8.1 and 8.2, including but not limited to, claims for damages caused as a result.

8.4 The customer has the obligation to observe the export control and embargo law restrictions, as applicable and in effect at the time, when making use of or passing on services provided by TÜV SÜD. The customer has the obligation to obtain any permits or licenses that may have to be obtained from the competent authorities, if and where necessary. In case of a violation of export control and embargo restrictions by the customer, TÜV SÜD has the right to rescind the contract immediately and to claim any damages caused in accordance with Art. 1124 of the Civil Code. This provision shall also apply to continuing or recurring services contracts.

8.5 To the extent requested to do so, the customer has the obligation to provide TÜV SÜD, without undue delay, with any and all information of the intended use, final recipient and end use of the services to be provided by TÜV SÜD, including, without limitation, the obligation to issue or provide what is referred to as end-user certificates (EUC).

8.6 The customer agrees to indemnify TÜV SÜD to the full extent against any and all claims that may be asserted against TÜV SÜD by authorities or other third parties on the grounds of intentional or negligent violations of export control and embargo restrictions by the customer and undertakes to indemnify TÜV SÜD for and against any and all losses sustained, damage suffered, and expenses incurred as a result.

9. Secrecy, Copyright, Data Protection

9.1 TSA shall have the right to copy and file any written documents submitted for perusal which are important for performance of the service.

9.2 In as far as expert opinions, test results, calculations and the like that are protected by copyright are prepared within the scope of contractual performance, TSA shall grant the customer a simple, non-transferable right of use, if this is required by the underlying purpose of the contract. This transfer of copyright explicitly shall not include the transfer of any other rights; the customer shall, in particular, not be entitled to change (process) or use expert opinions, test results, calculations and the like outside its business. In as far as necessary for the purpose of the contract, expert reports and work results may be disclosed to authorities or public bodies. The publication of expert reports, in particular in the media (Internet), and all other forms of disclosure to third parties are on the other hand, subject to the express prior written approval of TSA.

9.3 TSA, its employees, experts, agents or any other auxiliary personnel called in by TSA shall not, without authorization, disclose or turn to use any confidential information regarding business or company circumstances of which they become cognizant during their services.

9.4 TSA, in order to provide properly the contracted services, will process the personal data of the client's representative and its interlocutors in accordance with the General Data Protection Regulation (GDPR). The client has the right to exercise his rights in the GDPR

issues, proving his identity by providing a copy of his national identity card or another official document and sending his request by mail to Ronda de Poniente 4. Parque Empresarial Euronova, 28760, Tres Cantos (Madrid) or by email to ldpc.es@tuvsud.com. more information about data protection in our website <https://www.tuvsud.com/es-es/aviso-privacidad/aviso-privacidad-compras>

10. Jurisdiction, Place of Performance, Applicable law

10.1 As far as the pre-requisites outlined in, Article 55 of the Code of Civil Procedure (1/2000 of January 7th) have been fulfilled, the place of jurisdiction for the assertion of claims by both contractual partners shall be the TSA business address this shall not apply in the cases the customer which have the condition of Consumers, which the place of jurisdiction shall be the domicile of the customer at the time of the services provided

10.2 Place of performance for any obligations arising out of the contract shall be the of TSA Business address, unless the client has the condition as a consumer.

10.3 These General Terms and Conditions, and any and all the legal relations arising from it between TSA and the client shall be exclusively governed by, and construed in accordance with, the laws of Spain without regard to its provisions on the conflict of laws and the UN Treaty on the International Sale of Goods (CISG) which shall be expressly excluded unless by legal imperative they are applicable.

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