

## 1 General, Scope

1.1 As laid down in its Articles of Association ÉMI-TÜV SÜD Kft. provides technical services in particular in the form of testing, measurement / laboratory services, inspection, certification, expert opinion and special training and develops services in the field of new technologies (hereinafter referred to as: „Services”)

1.2 ÉMI-TÜV SÜD predominantly provides services for business associations (Article 3:88 of the Hungarian Civil Code), for legal entities under the public law or for special funds under public law, therefore these General Terms and Conditions of Business (hereinafter referred to as: „GTC”) in principle drafted for transactions with those groups of persons. regardless of the foregoing, they also apply to all business relations between ÉMI-TÜV SÜD and consumers (Article 8:1 § (1).3 of the Hungarian Civil Code). In this case, however, the GTC **apply with the following provisions:**

- The delivery and completion periods stated by ÉMI-TÜV SÜD are binding, contrary to the provisions of Section 3.1.
- Section 4.3 shall not apply.
- Section 5.6 shall not apply.
- Section 9.1 applies with the provision, that depending on the value limit agreed on the jurisdiction of Central District Court of Buda and General Court of Székesfehérvár, the Customer has transferred its registered office, residence or usual residence out of the scope of application of the law of the Republic of Hungary, or its registered office, domicile or habitual residence is unknown at the time of the application is submitted.
- Section 9.2 shall not apply.
- ÉMI-TÜV SÜD does not participate in alternative dispute resolution procedure before a consumer protection body

1.3 These GTC apply exclusively. Any general terms and conditions of the customer which deviate from, conflict with or supplement these GTC will become part of the contract only if and to the extent ÉMI-TÜV SÜD has explicitly approved their application. This approval requirement applies in any event and even if ÉMI-TÜV SÜD for example renders the Service to the customer without reservation despite being aware of the customer's general terms and conditions of business.

1.4 Individual agreements made with the customer in a specific case (including ancillary agreements, supplements and changes) have priority over these GTC.

## 2 Contractual performance

2.1 Unless otherwise agreed by the parties, Services agreed in contractual assignments shall be performed in accordance with the applicable regulations in force at the time of contract conclusion. ÉMI-TÜV SÜD shall be entitled to specify the method and nature of the tests or inspections independently, based on its own professional judgment, except if otherwise agreed between the parties in writing, or if a specific procedure is required by mandatory specifications. Unless otherwise agreed between the parties in writing, ÉMI-TÜV SÜD is not in a position to assume responsibility for the correctness of the safety programs or safety regulations serving as a basis of the tests.

2.2 ÉMI-TÜV SÜD shall be entitled to involve subcontractors and to use intermediated services in the performance of the contract.

2.3 The scope of the performance of services by ÉMI-TÜV SÜD shall be recorded in writing upon placement of the assignment. If changes or extensions are necessary concerning the preliminarily agreed scope of the assignment in the course of due performance of the assignment, then the parties shall make an additional agreement about it in advance and in writing. Article 6:249 of the Hungarian Civil Code remain valid.

## 3 Deadlines, Delays, Impossibility of Performance

3.1 Any delivery or completion periods stated by TÜV SÜD shall be binding only if this has been explicitly agreed upon in text form

3.2 Should ÉMI TÜV's customer, in the case of delayed performance, grant a reasonable additional period within which performance is to take place and should ÉMI SÜD 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 ÉMI SÜD is at fault – claim damages in lieu of performance. Articles 6:174. and 6:159 of the Hungarian Civil Code are not affected by this.

## 4 Warranty

4.1 Warranty by ÉMI-SÜD only covers Services with which it has been explicitly commissioned as per Section 2.1 or 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, ÉMI-SÜD shall not assume any responsibility for the structure, choice of materials and construction of the examined plants unless these issues have been explicitly subject 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 ÉMI-SÜD 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 ÉMI-SÜD, the customer shall be entitled, at its discretion, either to a reduction of the price or rescission of the contract

4.3 Claims for supplementary performance, for reduction of fees or invalidation of the contract, that are not subject to the time limitation based on Article 6:163 (3) of the Hungarian Civil Code, shall lapse with one year after the start date of legal limitation period, except ÉMI-TÜV SÜD has maliciously concealed the defect.

4.4 The cost bearing set in Article 6:166. (1) of the Hungarian Civil Code are is not affected by above written provisions.

## 5 Liability

5.1 Unless otherwise provided by these GTC, including the provisions below, ÉMI-TÜV SÜD is liable for breach of contract in accordance with legal provisions.

5.2 With regard to the contractual legal relationship established between the parties, the application of the second sentence of Article 6:142 of the Hungarian Civil Code is excluded. In the event of a breach of contract concluded between the parties, the parties regulate ÉMI-TÜV SÜD's liability for damages caused by the breach

of contract as such, is obliged to compensate the damage caused by the breach of contract, taking into account the exclusions and restrictions contained in these GTC, however, he shall be released from liability if he proves that his conduct was not imputable. If ÉMI-TÜV SÜD commits an intentional or negligent breach of contract that is detrimental to human life, physical integrity or health, has to cover the damages according to Article 6:143 of the Hungarian Civil Code. In other cases of negligent damage, provided that there is no more lenient legislation, ÉMI-TÜV SÜD is liable only for the material contractual obligation (that an obligation fulfillment of which in principle enables the proper execution of the order and the fulfillment of which the contractor regularly expects and can expect) ÉMI-TÜV SÜD is not liable for damages resulting from non-infringement in a minor manner, in the latter case, however, ÉMI-TÜV SÜD's liability is limited to foreseeable damage normally occurring at the time of conclusion of the contract. The liability of ÉMI-TÜV SÜD in terms of the extent of the compensation shall be limited; such compensation shall be 10% of the contractual price contained in the contract concluded between the parties, but not more than HUF 5,000,000.

- 5.3 The limitation of liability set in Section 5.2. is applied for the acts committed by or in breach of contract of those persons, instead of whom ÉMI-TÜV SÜD is obliged to stand by due to legal regulations and applied as well as the possible personal liability of ÉMI-TÜV SÜD's bodies, experts and other employees. It is not valid in the event that ÉMI-TÜV SÜD or the above-mentioned persons have omitted an error in bad faith, for quality assurance claims or for claims in accordance with the legal regulations on product liability.
- 5.4 For special claims relating to damages arising in connection with an activity permitted by ÉMI-TÜV SÜD outside a nuclear facility, arising from the handling of radioactive material included in the licensing decision, primarily during its transport, ÉMI-TÜV SÜD shall be liable per damage event only up to the officially required financial guarantees. Unless otherwise provided by law, for damage claims the provisions of Section 5.1.-5.4. are in force.
- 5.5 The customer must immediately notify ÉMI-TÜV SÜD in writing of any damages for which ÉMI-TÜV SÜD is liable.
- 5.6 If claims for damages are limited in accordance with this Clause 5, they shall lapse one year after the statutory starting date of the statute of limitations, unless otherwise required by law, otherwise within 3 (three) years.

## 6 Remuneration and payment terms

- 6.1 Unless a fixed price or other calculation basis has been explicitly agreed upon, Services shall be billed in accordance with the prices valid at the time of the performance.
- 6.2 Reasonable advanced payments may be requested, and/or partial invoices covering Services already rendered may be made out, issued. Partial invoices need not to be designated as such. The receipt of an invoice does not mean that the order has been billed completely by ÉMI-TÜV SÜD. The parties agree if the Client terminates the contract for any reason, the Client is obliged to pay for ÉMI-TÜV SÜD the consideration for the work performed already.
- 6.3 According to Section 6.2. and/or in the form of a final settlement, payment for performance invoiced after takeover of the work is due within 14 days of the invoice being issued, unless the parties have

agreed otherwise. Article 6:155 of the Hungarian Civil Code is not impaired by this.

## 7 Force Majeure

- 7.1 It shall not be considered a breach of contract if, for reasons beyond the control of either Contracting Party is unable to fulfill its obligations under the contract. Force majeure shall be those unforeseeable and unavoidable external circumstances - e.g. natural disasters (flood, earthquakes, fires, epidemics, etc.), certain political and social events (war, revolution, riots, acts of terrorism, military coups, etc.), specific public measures (embargoes, boycotts, etc.) which do not depend on the will of the Parties and directly prevent the respective Party from fulfilling its contractual obligation.
- 7.2 Contractual time limits shall be extended by the duration of the force majeure. If the duration of the force majeure exceeds 30 days, the Parties are obliged to negotiate and find a consensual solution for a possible amendment to the contract. If the conciliation is not successful within 10 days, either Party may terminate the Agreement with immediate effect, even if it is not otherwise entitled to terminate under applicable law or the Agreement, and the Parties shall promptly terminate the Agreement in accordance with the rules of impossibility, in addition, the Parties shall immediately settle the termination of the Agreement.
- 7.3 The Contracting Parties shall immediately inform each other in writing about the threat of force majeure and the occurrence and expected duration of the force majeure. The Party responsible for the late notification shall be liable for any damage resulting from late or imminent notification of force majeure.
- 7.4 The Contracting Parties agree that the contractual obligations of the Party affected by the force majeure event might be suspended for as long as the force majeure event and its consequences persist; any obligations of the other Party to provide consideration during this time shall lapse.
- 7.5 The Contracting Parties agree that the ÉMI-TÜV SÜD Kft. is entitled to suspend the performance of its contractual obligations whilst the duration of the force majeure event, without having to pay any kind of damages.
- 7.6 If the force majeure event lasts longer than six months from the first information to the other party, both parties shall be entitled to withdraw from the contract.

## 8 Secrecy, Copyright, Data Protection

- 8.1 ÉMI-TÜV SÜD shall have the right to copy any documents submitted for perusal which are important for the performance of the order.
- 8.2 In as far as expert opinions, test results, calculations and other documents or work products that are protected by copyright (hereinafter referred to as: „Work”) are prepared within the scope of the contractual performance, including in electronic form, and drafts, ÉMI-TÜV SÜD shall grant the customer a simple, non-transferable and non-sub-licensable right of use, if this is required by the purpose of the contract. Other rights are not granted or transferred. The customer may use any such Work only in complete and otherwise unchanged form, and only for the contractual purpose. In particular, any publication or duplication for marketing purposes shall require the ÉMI-TÜV SÜD's prior consent in writing.

**General Terms and Conditions of Business**  
of **ÉMI-TÜV SÜD Minőségügyi és Biztonságtechnikai Korlátolt Felelősségű Társaság**  
(hereinafter referred to as: „ÉMI-TÜV SÜD”) governing freely agreed (=non-regulated) services,  
in particular activities involving testing, inspection, certification and expert opinion



ÉMI-TÜV

8.3 ÉMI-TÜV SÜD shall not disclose or turn to use any business or trade secrets of which ÉMI-TÜV SÜD becomes aware in course of performing the order.

8.4 ÉMI-TÜV SÜD processes the customer's personal data for the proper performance of the order and contract, and otherwise only for permissible purposes. ÉMI-TÜV SÜD processes the client's personal data for the orderly execution of the order and for its own purposes. ÉMI-TÜV SÜD also uses automatic data processing systems for this. During data processing ÉMI-TÜV SÜD meets all applicable data protection requirements, in particular as regards data security, and taking into account the state of art, the cost of implementation, the mode, the extent, the circumstances and the purposes of the processing, as well as the differing probability and severity of the risk that may affect the rights and freedom of the natural persons, ÉMI-TÜV SÜD take appropriate technical and organizational measures to ensure a level of protection appropriate to the risk.

## **9 Jurisdiction, Place of Performance, Applicable Law**

9.1 Jurisdiction of both parties to enforce claims, depending on the value limit, the Central District Court of Buda and the General Court of Székesfehérvár.

9.2 The place of performance of all obligations arising from the contract is the registered office of ÉMI-TÜV SÜD Kft.

9.3 The law applicable to the contractual relationship and all legal relationships arising therefrom shall be the law of Hungary, to the exclusion of the law of conflict of international private law (IPR) and the Convention on International Sale of Goods (CISG).

9.4 The General Terms and Conditions of Business of ÉMI-TÜV SÜD Kft. have been published in Hungarian and in German and English translations, in case of dispute the Hungarian version shall prevail.