

General Ordering Conditions

Workshop

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1. Cooperation of the Customer

TÜVIT will perform the services mainly by itself but in coordination and with the customer. For the performance of the workshop the following support is mandatory:

- The customer names TÜVIT one collaborator as a permanent contact person for all technical and organizational questions for the duration of the project.
- The customer provides insights to relevant documents or plans during the Workshop to the involved TÜVIT employee.

- The customer grants access to relevant parts according to the infrastructure of the building to the involved TÜVIT employee.
- **In case of online-workshop:** The customer must meet the requirement for the online workshop in terms of the right hardware and software. Necessary are a laptop or tablet with a stable internet connection, a webcam, a headset and a conference tool, for example MS Teams.

No expenses will occur to TÜVIT by the aforementioned responsibilities of the customer.

2. Time Schedule

The workshop can start approx. 4 weeks after placing the order, depending on the workload, possibly even earlier.

The workshop dates are mutually agreed between the client and TÜVIT after the order has been placed.

3. Confidentiality

TÜVIT guarantees data protection within the scope of the offered task execution and assures the confidentiality of the data and the results. All documents provided remain with TÜVIT, unless other agreements are made between the contractual partners.

All objects and documents staying with TÜVIT are subject to confidentiality and shall not be disclosed to any third-party. The obligation of all collaborators of TÜVIT to maintain confidentiality is settled in their work contracts. In addition, all rules and regulations concerning

confidentiality, which are resulting from the accreditation of the certification body to ISO/IEC 17065, will be applied.

If results are documented in the course of this project, they are the property of the client. The consent of TÜVIT must be obtained in advance for any disclosure of documents prepared by TÜVIT to third parties. The consent can be refused in justified cases. A passing on by TÜVIT is excluded by the obligation of secrecy.

4. Terms of Payment

The overall sum will be invoiced after the performance of the workshop. The invoice is payable after receipt and without deduction by transfer to the account indicated therein.

5. Warranty

TÜVIT shall meet its contractual obligations diligently and to the best knowledge, based on the information and supporting documents which the customer placed at the disposal of TÜVIT. A review of these delivered documents shall be affected only, if they are obviously incorrect and incomplete, unless the objectives and specific activities within this tender explicitly requires such review.

Deliveries and services of TÜVIT shall be affected according to the commonly accepted technical rules and in compliance with statutory and official regulations. TÜVIT shall not assume responsibility for the correct-

ness of forecasts/prognosis's given in connection with deliveries and services of TÜVIT, unless such forecasts/prognosis's are a principal obligation under this tender. TÜVIT shall fulfil its obligations under the statutory warranty at option of TÜVIT by remedying defects/faults free of charge or by renewed performance. If and when efforts of TÜVIT should fail repeatedly, the customer shall be entitled at its option to revoke the contract or to demand a refund of such portion of the remuneration which is appropriate under the circumstances. Further warranty claims including warranty claims for damages shall be excluded.

6. Liability

In connection with this contract, the liability of TÜVIT for damages caused by negligence shall be limited to 500,000.00 € (Euro five-hundred-thousand) regardless of the legal basis. However, TÜVIT shall be liable without limitation in case of willful causing of the damage. The assertion/claiming of damages shall be excluded after expiry of a 12-months-period from the date of delivery. This limitation of liability shall apply equally with respect to the employees, senior executives and company/executive organs of TÜVIT.

For the avoidance of doubt, we would like to emphasize that we bear no responsibility and no liability whether legally or morally to address, make aware or point out any aspects, which our personnel randomly realize beyond the actual agreed scope of work.

If our personnel shares any view on such aspects, these views can only be understood as a very general and generic thought to address possible items which might require attention. Under no circumstances, can such shared thoughts been understood or interpreted as a professional assessment, analysis or advice. The obligation and liability for the assessment of the situation and the implementation of specific actions and measure remain solely with the Client. Our liability irrespective the legal nature is excluded to the extent permitted by law.

TÜVIT may in its sole discretion postpone, suspend, cancel or terminate any activities if in the opinion of TÜVIT such situation may cause a risk to the health or well-being of TÜVIT's personnel, subcontractors or suppliers in view of the potential epidemic threats such as

but not limited to Covid-19, etc. For the avoidance of doubt, TÜVIT shall bear – irrespective of the legal basis – no liability whether directly nor indirectly vis-à-vis the

client including but not limited to penalties, liquidated damages, loss of profit, etc. in case of such postponement, cancellation or termination.

7. Miscellaneous

In addition, the General Terms and Conditions of TÜV NORD GROUP become an integral part of the contract. You can read or download their contents on the website <https://www.tuev-nord.de/de/agb/>. Upon request, we will also be happy to send you our General Terms and Conditions.

The data protection information of TÜV Informationstechnik GmbH can be found on our website at www.tuvit.de/de/meta/datenschutz/.

TÜVIT

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