

Scope of these General Terms and Conditions of Purchasing

These General Terms and Conditions of Purchasing apply to the (future) purchase of goods and services by TÜV AUSTRIA and to the associated procedures, unless otherwise agreed in writing. Other General Terms and Conditions shall not apply, even though they may not have been explicitly objected to in individual instances or even if TÜV AUSTRIA accepts any deliveries while being aware of any General Terms and Conditions conflicting with or deviating from the present General Terms and Conditions of Purchasing. The conduct of TÜV AUSTRIA shall not, under any circumstances whatsoever, be deemed as approval of any such General Terms and Conditions. The acceptance of any purchase order by the contractor shall be equivalent to acceptance of the General Terms and Conditions of Purchasing of TÜV AUSTRIA.

Definitions

TÜV AUSTRIA:

TÜV AUSTRIA designates the respective company of the TÜV AUSTRIA Group that orders goods or services from the contractor. The TÜV AUSTRIA Group is an international group of companies that is managed by TÜV AUSTRIA HOLDING AG, domiciled in Austria (www.tuv.at).

Contractor :

The contracting partner of TÜV AUSTRIA for the contract concerned.

Goods and services forming the object of procurement:

Designates the goods and services to be provided by the contractor under the terms of the contract in accordance with the specification and/or service description.

Procurement documents:

The request for quotation, the present General Terms and Conditions of Purchasing, any specifications, service descriptions, as well as contract award criteria, if any, including all annexes in each case.

Third-party contractors:

Any companies commissioned by TÜV AUSTRIA to provide any goods and services – except for the contractor.

Subcontractors:

Any entrepreneurs additionally called in by the contractor or by third-party contractors to perform their contractual obligations towards TÜV AUSTRIA, without establishing any contractual relationship with TÜV AUSTRIA.

1. Order – order confirmation – quotations

1.1. Orders shall exclusively be placed by TÜV AUSTRIA in writing. Without any written confirmation, oral agreements or contractual amendments shall have no legal effect. Silence on the part of TÜV AUSTRIA shall not be deemed equivalent to consent or acceptance.

In any event, quotations addressed to TÜV AUSTRIA shall be free of charge and shall not result in any obligation on the part of TÜV AUSTRIA.

1.2. Acceptance of the order shall be confirmed to TÜV AUSTRIA in writing indicating a binding delivery period. For that purpose, the order shall be signed by authorised representatives of the contractor and returned within 5 workdays after receipt of the purchase order.

The order confirmation shall include acceptance of these General Terms and Conditions of Purchasing. Any order confirmation deviating from the order shall be deemed a new quotation, the acceptance of which shall require the explicit written consent by TÜV AUSTRIA. If no such confirmation exists and the delivery takes place nevertheless, the contract shall validly be established under the present General Terms and Conditions of Purchasing.

1.3. TÜV AUSTRIA shall reserve the proprietary rights and copyrights to illustrations, drawings, calculations and other documents handed over to the contractor in connection with the preparation of quotations and/or placement of the order; they must not be made accessible to any third parties without the explicit consent of TÜV AUSTRIA.

2. Object of the contract

All agreements made between TÜV AUSTRIA and the contractor for the purpose of executing this contract shall be set down in writing therein. The object of the contract shall be the settlement of rights

and obligations of the contractor and of TÜV AUSTRIA during provision of the goods and services forming the object of procurement.

The contract for the provision of the goods and services forming the object of procurement comprises the following documents (including their annexes), which shall apply in the following order of priority:

- 2.1 The written purchase order of TÜV AUSTRIA.
- 2.2 If available, the minutes of the technical and/or commercial negotiations, initialled by both parties.
- 2.3. The quotation (any reference to General Terms and Conditions of the contractor shall be invalid).
- 2.4. All legal and technical standards, directives and other regulations, to the extent that they apply to the goods and services forming the object of procurement and/or which represent the state of the art and are promulgated at the time of contract conclusion, but will only become newly effective with transitional periods within the performance period and/or will become newly effective during the performance period and are binding immediately. Commercial provisions – especially from ÖNORMEN – shall not become part of the object of the contract.

3. Obligations of the contractor

- 3.1. The scope of supply and services to be provided by the contractor shall be derived from the object of the contract as described in item 2. All services that are not stated separately in the procurement documents shall also be included in the scope of services to be provided by the contractor and shall be deemed to be included in the price quoted, provided they are required for the complete and proper performance of the contract or comply with the state of the art. The only services excluded from the scope of supply and services of the contractor shall be any services provided by TÜV AUSTRIA themselves, if any, that are explicitly stated in the procurement document.
- 3.2. The contractor shall obtain information about the type and scope of its obligations, as well as about all circumstances that may be relevant to the planning and subsequent execution and/or delivery of the goods and services forming the object of procurement. In the event of any lack of clarity, the contractor shall obtain the relevant information from TÜV AUSTRIA and/or point out the same to the latter, as otherwise such ambiguities shall be at the expense of the contractor, if the contract is awarded, and any extra costs arising therefrom shall not be reimbursed by TÜV AUSTRIA.
- 3.3. Within the scope of providing the goods and services forming the object of procurement, the contractor undertakes to observe all legal provisions and official orders applicable to the complete and proper performance of the contract. The contractor undertakes to ensure that all legal, official and internal industrial safety provisions and all individual official orders and instructions by the persons responsible will be complied with by its vicarious agents and the subcontractors commissioned by it.
- 3.4. The contractor undertakes to ensure that the persons employed by it or its subcontractors have the authorisations, reliability, expert knowledge, and physical fitness required to carry out their work. In the event that subsuppliers and/or subcontractors are used, they shall be designated by the contractor at the time the quotation is submitted and shall be approved by TÜV AUSTRIA prior to their deployment. Subcontractors may be rejected by TÜV AUSTRIA. Calling in any subsuppliers and/or subcontractors shall not release the contractor from any of its obligations or from liability. The contractor shall be liable for subsuppliers and subcontractors in the same way as for its own actions. No legal relationships shall be established between TÜV AUSTRIA and the subsupplier and/or subcontractor due to TÜV AUSTRIA approving the same.
- 3.5. To the extent that the goods and services forming the object of the procurement comprise construction work and assembly services, the contractor shall additionally comply with the following provisions:

- a) The relevant working time shall be based on a working week of 40 hours. Daily working hours shall be separately agreed.
- b) Overtime, hours worked at night, on Sundays and public holidays shall only be remunerated if they are ordered by TÜV AUSTRIA prior to execution of the work, and if they are not worked by the contractor to make up for any delays that the contractor is itself responsible for.
- c) Any holidays that are not public holidays shall be considered as workdays. Any approval required from the competent supervisory authority for working overtime, working at night, on Sundays and public holidays shall be obtained by the contractor.
- d) The types of work defined in the relevant collective bargaining agreements for Austrian workers and salaried employees, as applicable in each case, or in any equivalent agreement shall be considered as work under very difficult conditions. The percentages stated there shall be the maximum that will be remunerated.
- e) Unless any unit prices are agreed, invoicing shall be subject to the following provisions:
Only those hours of travel shall be accepted as such by TÜV AUSTRIA that are required to get from the location of the company concerned to the place of assembly using a convenient flight, train or road connection.
For assembly personnel, travel expenses shall be reimbursed as actually incurred, against receipt (invoice, ticket etc.) without surcharge.
As regards the reimbursement of travel expenses, the relevant collective bargaining agreements for workers and salaried employees in Austria or any equivalent agreement shall apply. If the parties agree on travelling by car, the official mileage allowance shall be paid.
- f) Unless determined in the contract, assembly shall start as agreed between the responsible manager of TÜV AUSTRIA and the contractor.
- g) The proposed representative of the contractor shall be notified to TÜV AUSTRIA in writing prior to commencement of the works and must be permanently available during working hours.
- h) The contractor shall ensure that the key personnel does not change, if possible. Key personnel shall include the project manager, the site supervisor, as well as any persons additionally identified as key persons. The contractor shall replace any key personnel upon the justified request by TÜV AUSTRIA.
- 4. Delivery period**
- 4.1. The delivery period stated in the purchase order shall be binding.
- 4.2. The contractor shall be obliged to notify TÜV AUSTRIA immediately, if circumstances occur, or are identified by it, due to which the required delivery period cannot be met. In the event that any delivery dates or performance deadlines set down in writing are exceeded, no increase of either wages or material prices shall be reimbursed for any works carried out after the relevant deadline.
- 4.3. In the event of a default in delivery, TÜV AUSTRIA shall be entitled to the claims stipulated under the law. After unsuccessful expiry of a reasonable period, TÜV AUSTRIA shall be entitled in particular to withdraw from the contract and to claim damages instead of performance. Any damages paid in this respect shall be due to TÜV AUSTRIA in full. In case of late delivery or short delivery, TÜV AUSTRIA shall be entitled to make a replacement purchase from any third party at the expense of the contractor.
- 4.4. If TÜV AUSTRIA is to blame for the delays, the schedule shall basically continue to apply until any new schedule has been mutually agreed.
- 5. Deadlines and contractual penalty**
If a contractual penalty was agreed for delayed delivery, the following provisions shall apply:
- 5.1. The timeliness of any delivery/service shall be subject to the receipt of the complete delivery/service at the place of performance. Contractual penalties shall also apply in the event of merely partial deliveries/services.
- 5.2. If the agreed deadlines or dates are exceeded, the contractor shall be in default without further notice and shall be liable to pay to TÜV AUSTRIA a contractual penalty, regardless of fault or negligence, of 1% of the total order value for every week or part thereof and for each date or deadline so exceeded that was previously agreed to be subject to said penalty, however not more than 10% of the total order value overall. If any dates or deadlines are postponed with the consent of TÜV AUSTRIA, such new dates or deadlines shall accordingly be deemed to be the new dates/deadlines subject to contractual penalties. TÜV AUSTRIA explicitly reserves to claim any damages beyond the "no-fault" contractual penalty.
- 5.3. To the extent that a contractual penalty for delayed delivery was agreed, it shall also be due if the delayed delivery was accepted without reservations.
- 5.4. Any compensation claims shall not be excluded due to acceptance of delayed delivery.
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- 6. Place of performance and dispatch**
- 6.1. Unless explicitly agreed otherwise in writing, the place of performance for the goods and services forming the object of procurement shall be the place defined in the respective contract.
- 6.2. The place of performance for payment shall be the business address of TÜV AUSTRIA as stated in the purchase order.
- 6.3. Unless explicitly agreed otherwise in writing, the contractor shall be obliged to deliver the goods carriage and duty paid. The risk of accidental loss and accidental deterioration of the delivery item shall be borne by the contractor until handover at the place of receipt in any case, regardless of whether delivery was agreed carriage paid or not.
The cost of any transport insurance shall be borne by the contractor.
- 6.4. Basically only the delivery of the total quantity shall be considered as timely delivery. Partial deliveries, to the extent admissible and agreed, must be designated as such.
- 6.5. The contractor shall design the packaging in such a way that the integrity of the goods is ensured. Environmentally friendly packaging materials shall be preferred in this respect.
To the extent that the contractor is obliged under the packaging ordinance to take back the packaging used, it shall bear the cost of return transport and of recycling.
- 6.6. The order number and the order item number shall be indicated on all documents (invoice, delivery note, order confirmation ...). If the order number and/or order item number are missing on the invoice, it shall not be released for payment, and any further processing of the invoice will stop.
Any delays resulting from inaccurately addressed, erroneously submitted or incomplete documents shall automatically extend the terms of payment.
The term of payment shall commence only upon receipt of an invoice that meets the above-stated requirements. Invoices must be sent exclusively in electronic form to the e-mail address indicated in the purchase order form. Each invoice item number must be assigned unambiguously to an order item number, otherwise the invoice will be returned unchecked.
If delivery is carried out by a company other than the contractor, such company shall equally be instructed to indicate the order number.
- 6.7. Any delays in delivery to be expected shall be notified by the contractor without delay.

7. Subsequent changes to the order

- 7.1. TÜV AUSTRIA may request any changes to the goods and services forming the object of procurement even after conclusion of the contract. The contractor shall be obliged to notify the resulting effects in terms of deadlines, costs, third-party contractors etc. Said effects must be calculated and disclosed by the contractor in a comprehensible manner. Revised quotations shall be prepared on the basis of the original calculation of the main order. The calculation for the revised quotation shall be disclosed in particular if package prices had originally been agreed. Execution of the works shall only commence after TÜV AUSTRIA has placed the order. The same shall apply to additional works not included in the original order, but which TÜV AUSTRIA wants to be carried out.
- 7.2. If TÜV AUSTRIA requests any deferrals of service provision, without the contractor being to blame therefore, new binding deadlines shall be defined by mutual agreement, otherwise the originally agreed dates shall remain unchanged.

8. Remuneration of the contractor – payment terms

- 8.1. Unless otherwise agreed, all quotations submitted to TÜV AUSTRIA shall be free of charge. Moreover, the contractor shall warrant the accuracy of its quotation. If, however, the time and effort is less than calculated, TÜV AUSTRIA shall only have to remunerate the actual time and effort incurred.
- 8.2. Unless otherwise agreed, any services shall only be remunerated after completion of service provision. If partial payments are agreed between the contracting parties, such partial payments shall only be effected after the partial delivery/service concerned has been provided in full.
- 8.3. The prices are fixed prices and shall not change until complete performance of the order.
- 8.4. Any changes whatsoever of the basis of calculation shall not affect the price quoted in any way. The possibility to rescind the contract due to error is hereby explicitly excluded.
- 8.5. The prices stated in the order are net prices, statutory VAT shall be added in each case. Unless explicitly agreed otherwise in writing, the agreed prices shall always include delivery in accordance with item 6.
- 8.6. Generally, all business trips that are required for personnel of the contractor within the scope of contract performance, including travel expenses and incidentals, shall be included in the quotation price of the order.
- 8.7. Payment dates shall be mutually agreed between the contracting parties.
Unless otherwise agreed, payments shall be effected within 21 days less 3% cash discount or within 30 days net after receipt of an auditable, correct (subject to the same being due) invoice in accordance with the law.
- 8.8. In case of defective delivery, TÜV AUSTRIA shall be entitled to retain payment until proper performance, without losing any rebates, cash discounts or similar reductions.
- 8.9. Payments shall not constitute any acknowledgement of the accuracy of the invoice and/or of the conformity of the delivery or service with the contract, but shall be effected subject to subsequent examination. In particular, all claims of TÜV AUSTRIA towards the contractor under the contract shall remain valid.
- 8.10. TÜV AUSTRIA reserves to withhold 10% of the total order value as interest-free financial retention during the warranty period plus 3 months. Upon request, a free, irrevocable and absolute bank guarantee of any major bank based within the EU region, in the same amount and for the same term, may be provided as well. The amount of the financial retention shall remain unchanged throughout its valid existence. If the warranty period is extended due to any warranty claims being asserted, the term shall be modified accordingly. The bank guarantee shall be

returned upon written request after expiry of the warranty period.

- 8.11. The contractor shall not be entitled to offset any claims of TÜV AUSTRIA against its own claims, unless such claims were explicitly admitted both on the merits and in terms of amount in writing and with legally binding effect.

9. Transfer of ownership and assumption of risk

- 9.1. Upon payment of the total price, less any financial retention as agreed, the title to the goods and services forming the object of procurement shall vest in TÜV AUSTRIA without restrictions.
Any retention of title shall be excluded.
The contractor shall represent to TÜV AUSTRIA that no third-party rights exist. If any claims are nevertheless asserted against TÜV AUSTRIA on the basis of such third-party rights, the financial retention may be applied.
- 9.2. Until final transfer of ownership, the contractor shall bear the risk of accidental loss of the goods and services forming the object of procurement.

10. Warranty

- 10.1. The contractor warrants that all services/deliveries forming the object of procurement shall be in conformity with the qualities usually expected and the special properties agreed under the contract, especially the state of the art.
- 10.2. If any warranty claims are asserted, the contractor shall provide all services required to detect and eliminate any defects at its own expense. The costs incurred in this respect shall be borne by TÜV AUSTRIA only to the extent that they would also have been incurred in case of the contractor performing the services as specified in the contract. Moreover, TÜV AUSTRIA shall be entitled to claim full damages from the contractor. The statutory warranty period shall be agreed.
- 10.3. To the extent that the goods and services forming the object of procurement cannot be used – as provided for in the contract – due to the removal of defects, the warranty period shall be extended by the duration of such interruptions.
- 10.4. TÜV AUSTRIA shall submit any notices of defects within a reasonable period after the defect is revealed. The contractor explicitly waives any objection of delayed notice of defects under section 377 UGB (Austrian business code).
- 10.5. An oral notice of defects shall suffice for timeliness. A written notice of defects and request for improvement after acceptance shall suspend the warranty period until removal of the defects reported in the notice.
- 10.6. Asserting any warranty claims shall not affect any further claims of TÜV AUSTRIA.

11. Liability

- 11.1. The contractor is liable for any personal injury, property damage and financial loss (including loss of profits) that the contractor or his vicarious agents culpably inflict upon TÜV AUSTRIA and/or their personnel during or on the occasion of providing the goods and services forming the object of procurement. The contractor shall also be liable in case of slight negligence.
- 11.2. The contractor shall indemnify TÜV AUSTRIA in relation to all third-party claims for damages that were caused by it or its vicarious agents.

12. Insurance

Upon request, the contractor shall, concurrently with submitting the quotation, provide evidence of liability insurance applicable for the period of service provision, indicating the prescribed amounts of cover for personal injury and property damage for each event of loss.

13. Ownership of documents – usage rights

- 13.1. The right of ownership to all papers, documents, drawings etc. prepared or obtained by the C contractor ON during

- performance of the order or this contract ("Documents") shall be due to TÜV AUSTRIA.
- 13.2. TÜV AUSTRIA shall be granted the exclusive right of use transferable to third parties (usufructuary right) to the documents as well as any other proprietary rights in the broadest sense admissible under the law.
- 13.3. The contractor agrees to hand over all order-related documents in its possession, especially technical documents (originals and copies), also in editable electronic form, to TÜV AUSTRIA without delay and without being solicited to do so, after full completion of the contract or upon early termination of the contract.
- 14. Patents – inventions**
- 14.1. The contractor shall report any inventions created within the scope of its activity for TÜV AUSTRIA to TÜV AUSTRIA without delay, and upon request by TÜV AUSTRIA shall effect all steps for a patent application in favour of TÜV AUSTRIA. TÜV AUSTRIA shall assist the contractor in this respect.
- 14.2. The contractor shall be obliged to provide its services in such a way that they are free from any third-party rights, especially free from any patent rights or industrial property rights. If third-party claims are asserted against TÜV AUSTRIA due to said rights, the contractor shall be obliged to indemnify TÜV AUSTRIA with regard to such claims.
- 14.3. The contractor undertakes to transfer to TÜV AUSTRIA all industrial property rights required to achieve the object of the contract, to the extent that TÜV AUSTRIA does not hold such rights anyway.
- 15. Confidentiality – publications**
- 15.1. The contractor explicitly agrees to keep confidential all information obtained or received by him and his representatives, advisers or other agents in the course of negotiations and discussions with regard to the conclusion and processing of the contract; to only use them for the purpose of the business relationship between the contractor and TÜV AUSTRIA, and to prevent any disclosure of such information, in any way whatsoever, to third parties.
- 15.2. The following, in particular, shall be considered confidential information:
- ✓ all written documents transmitted (e.g. quotation, schedules, drawings, technical specifications) as well as their contents.
 - ✓ all non-written information that is provided to the contractor during negotiations or discussions.
- Any confidential information received in that form shall be, for instance, commercial, financial, operational and technical matters, know-how, especially in relation to software and hardware, engineering apps or business intelligence, any sales, marketing, advertising as well as customer strategies and activities.
- 15.3. The contractor explicitly undertakes to ensure that confidential information, to the extent strictly required, shall only be passed on to persons who are subject to professional secrecy and/or upon whom an appropriate non-disclosure obligation was explicitly imposed in writing.
- 15.4. The confidentiality obligation shall survive termination of the business relationship with TÜV AUSTRIA.
- 15.5. Any violation of this confidentiality obligation shall be subject to a contractual penalty (regardless of fault or negligence) in the amount of EUR 30,000.-. TÜV AUSTRIA shall be entitled to assert damages beyond the amount of the contractual penalty. The assertion of any consequential damage shall not be excluded.
- 15.6. Any confidentiality agreements beyond that shall be made separately as required.
- 15.7. Publications of any kind whatsoever (radio, TV, press, trade journals, lectures and the like) shall only be made or permitted by the contractor upon the prior written consent of TÜV AUSTRIA. The same shall apply to the production of photographic representations, graphics and other representations that are meant to be published. The contractor shall ensure that third-party contractors must also obtain the consent of TÜV AUSTRIA in the above-mentioned cases.
- 15.8. The use of the TÜV AUSTRIA logo shall only be admissible based on a separate written agreement.
- 15.9. Any inclusion of TÜV AUSTRIA in the list of references of the contractor, especially on its website or in any advertising material, shall also require the previous written consent of TÜV AUSTRIA.
- 16. Force majeure**
- 16.1. The term "force majeure" designates events or circumstances the effects of which make it impossible or illegal for the contracting party concerned to meet its obligations in full or in part, provided that such events or circumstances (i) are outside the sphere of influence of the contracting party, (ii) cannot be attributed to the contracting party, and (iii) could not have been foreseen, avoided, overcome or eliminated in full or in part by the contracting party invoking force majeure, even when applying due and reasonable care. This includes, for instance, terrorist attacks, blackouts, strikes, lockouts, civil war, official or court orders and the like.
- 16.2. If any of the contracting parties intends to not meet its contractual obligations due to force majeure, it shall notify the other contracting party immediately indicating the expected duration of the relevant circumstances. The other contracting party shall not be entitled to any claims due to such failure to perform the contract for the duration of the force majeure event. Rather, the mutual rights and obligations shall be suspended to the extent affected by the force majeure event for the duration of any such failure to perform the contract due to force majeure circumstances. Any payment obligations already incurred shall remain valid and must be settled without delay.
- 16.3. In case of force majeure, the contracting parties shall make every effort to minimise the disadvantages resulting therefrom. In particular, the contracting party concerned shall take all technically and economically reasonable measures to remove the cause or the consequences of the circumstances of force majeure.
- 16.4. Unless otherwise agreed, each contracting party shall bear its own costs, expenses and losses incurred and suffered during the force majeure event and shall be liable for the same.
- 16.5. If it is foreseeable that the circumstances of force majeure and/or their repercussions will continue for more than 4 weeks, the contracting parties shall commence negotiations to find a solution that is acceptable to both parties. If, however, the circumstances of force majeure and/or their repercussions are expected to continue for more than 8 weeks, the contracting party not affected by force majeure shall have a right of extraordinary termination without being subject to any periods of notice or deadlines.
- 17. Interruption or withdrawal**
- 17.1. TÜV AUSTRIA reserves the right to demand that any further execution of the order be interrupted.
- 17.2. If there are important reasons which make it unreasonable to maintain the contractual relationship, the contractual partners have the right to withdraw from the contract.
- Such important reasons are in particular:
- a) the loss of the service already rendered;
 - b) if the opening of insolvency proceedings against the assets of the other contracting party has been rejected for lack of cost-covering assets or if such insolvency proceedings have been cancelled for lack of cost-covering assets;
 - c) if insolvency proceedings have been opened against the assets of the other contracting party and the statutory provisions do not prohibit withdrawal from the contract;

- d) if circumstances exist which obviously make the proper fulfilment of the order impossible, insofar as the other contractual partner is responsible for this;
- e) if the other contracting party
 - i. has acted with the intent to cause damage to the contractual partner with fraudulent intent, in particular if disadvantageous agreements have been made with other companies that are contrary to good morals or the principle of competition;
 - ii. directly or indirectly promised or applied advantages contrary to common decency or directly threatened or inflicted disadvantages on organs of the contractual partner which are involved in the conclusion or execution of the contract;
- f) if subcontractors without the approval of TÜV AUSTRIA are used;

The right to withdraw from the contract expires 30 days after the other contractual partner has been informed of the existence of the facts entitling him to withdraw.

17.3. In case of interruption or withdrawal, the contractor shall only be entitled to invoice the deliveries or services demonstrably provided up to the time of interruption or withdrawal, with the contractor having to deduct all potential options of exploitation and savings.

17.4. When TÜV AUSTRIA has notified the contractor of a mere interruption of the contract, the contractor shall start to provide the outstanding contractual services within 14 days after written notification by TÜV AUSTRIA requesting that the works be continued. However, the contractor may refuse to continue the provision of its services if the interruption has lasted for more than 6 months.

18. Code of Conduct

18.1. TÜV AUSTRIA is convinced that law-abidance as well as a business policy based on social responsibility, and compliance with ethical principles of conduct are of essential importance and contribute to ensuring the long-term economic success of any company. TÜV AUSTRIA expects its business partners to share these principles of conduct and to support ethical business activities.

18.2 Therefore, the contractor agrees to observe the following principles:

- a) Integrity
 - ✓ to act honestly, responsibly and in a spirit of fairness;
 - ✓ to exercise business activities in full and unrestricted compliance with the law applicable in each case;
- b) Avoiding conflicts of interest
 - ✓ to make decisions exclusively on the basis of unbiased considerations, disregarding any personal interests;
 - ✓ to avoid situations where the contractor's interests are in conflict with the interests of TÜV AUSTRIA;
- c) Confidentiality and data privacy
 - ✓ to use any information that contractor receives from TÜV AUSTRIA exclusively for providing his service to TÜV AUSTRIA, and to protect the same against any unauthorised internal and external use;
 - ✓ to keep all information obtained about internal matters and procedures at TÜV AUSTRIA, as well as any other technological and commercial information, strictly confidential, to the extent it was marked as "confidential" in writing or may reasonably be assumed to be confidential information, and to only disclose the same with the written consent of TÜV AUSTRIA;
 - ✓ to ensure compliance with applicable laws and regulations whenever personal data and information is collected, stored, processed or transmitted;

- d) Fighting corruption
 - ✓ to ensure compliance with the anti-corruption laws applicable in each case;
 - ✓ to not be involved in any kind of bribery or corruption;
 - ✓ to not assume any costs for entertainment and invitations to events of employees of TÜV AUSTRIA that exceed the customary and legally admissible limits;
- e) Fair business conduct
 - ✓ to observe the rules of fair competition;
 - ✓ to comply with applicable and internationally recognised laws and regulations regarding competition;
 - ✓ to refrain from exchanging sensitive corporate data that might affect competition in inadmissible ways;
- f) Occupational safety and health
 - ✓ to observe all applicable laws regarding occupational safety and health during performance of the services for TÜV AUSTRIA;
 - ✓ to take appropriate measures in order to protect the health and safety of employees;
- g) Environmental protection
 - ✓ to comply with all applicable provisions relating to the protection of the environment;
 - ✓ to use natural resources sparingly;
 - ✓ to avoid putting the environment in danger;
- h) Fair working conditions
 - ✓ to respect, protect and advance employees' human rights;
 - ✓ to offer to employees safety in the workplace in line with internationally recognised standards;
 - ✓ to observe the legal provisions regarding fair working conditions, including fair pay and reasonable working hours;
 - ✓ to support diversity within the company, without tolerating any discrimination;
 - ✓ to oppose any form of forced and child labour;
- i) Subcontractors and third parties
 - ✓ to communicate the above-mentioned principles to subcontractors and third parties and to demand that they be complied with;

18.3 The contractor is obliged to report any hints regarding violations against this Code of Conduct or any criminal offences committed in the course of service provision to TÜV AUSTRIA that may impact on TÜV AUSTRIA, via the whistleblower system on the website of TÜV AUSTRIA at www.tuv.at/compliance.

18.4 Reports can be made anonymously via the whistleblower system at www.tuv.at/compliance. Should any such report not be made anonymously, TÜV AUSTRIA represents that any person who reports a true concern in good faith will not be subject to any repressive measures due to his or her report, unless the report is demonstrably effected in bad faith or the person making the report is involved in the relevant criminal act himself or herself. In that event, the protection of the reporting party cannot be maintained vis-à-vis the investigative authorities. All reports will be investigated appropriately; suitable measures will be taken wherever a violation is found.

18.5. TÜV AUSTRIA reserves to verify compliance with and implementation of the principles of this Code of Conduct within the organisation of the contractor. For this purpose, TÜV AUSTRIA shall consult with the contractor. Should any such verification reveal that this Code of Conduct is not complied with, the contractor shall be under an obligation towards TÜV AUSTRIA to remedy the relevant deficiency without delay.

18.6. TÜV AUSTRIA sets great store by cooperating with its business partners in a spirit of fairness. Therefore, in case of only minor infringements of this Code of Conduct of TÜV AUSTRIA, the contractor will generally be given an opportunity to implement suitable corrective measures within a reasonable deadline. In case of serious violations, however, TÜV AUSTRIA reserves the right to initiate appropriate sanctions, such as contractual penalties or

termination of the business relationship with immediate effect.

the contractor at any time before the court with general jurisdiction at the place of domicile of the contractor.

- 18.7. Additional information is available at www.tuv.at/compliance. In case of questions or doubts, it is possible to submit a request via the TÜV AUSTRIA website or directly contact the Compliance Officer of TÜV AUSTRIA (compliance@tuv.at).

19. Legal succession

- 19.1. TÜV AUSTRIA may transfer the right and obligations under the contract to legal successors or affiliated companies; the contractor shall only be entitled to object to any such transfer to legal successors, if the legal successor fails to warrant the settlement of liabilities of TÜV AUSTRIA arising under this contract and the order.
- 19.2. The transfer of the rights and obligations under the contract by the contractor shall only be admissible with the prior written consent of TÜV AUSTRIA. Without the previous written consent of TÜV AUSTRIA, the contractor shall not be entitled to assign its claims or have them collected by third parties. Otherwise any such assignment shall be ineffective (absolute effect of the prohibition of assignment). In that case, TÜV AUSTRIA shall still be free to perform the contract, with debt-discharging effect, both vis-à-vis the contractor and vis-à-vis the third party.

20. Severability clause

Should any provision of this contract or these General Terms and Conditions of Purchasing be or become ineffective or invalid, this will not affect the validity of the remaining provisions. Rather, the contracting parties agree to replace the ineffective or invalid provision by a valid provision approximating the economic content of the former as closely as possible.

21. Miscellaneous

- 21.1. The written contract including its annexes shall govern all relationships of the contracting parties in relation to the object of the contract. Amendments and/or supplements to the contract including annexes shall be made in writing to be valid; this shall also apply to any agreement to depart from the written form requirement. No oral agreements have been made nor will they be made.
- 21.2. All previous agreements and arrangements in relation to the object of the contract shall be deemed cancelled upon conclusion of this written contract.
- 21.3. In case of conflicts between the annexes and the text of the contract, the latter shall be deemed binding in case of doubt. Headings are meant to improve convenience and shall not be considered during interpretation of the contract. The present General Terms and Conditions of Purchasing shall apply to any circumstances not provided for in the contract.

22. Applicable law – jurisdiction

- 22.1. Any contracts concluded on the basis of these General Terms and Conditions of Purchasing, including all aspects regarding their conclusion, validity and enforcement, shall be governed by the law of the country where TÜV AUSTRIA is domiciled. This shall apply without considering the conflict of laws principles and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 22.2. In case of disputes or claims under the present General Terms and Conditions of Purchasing and the contract based thereon, including the pre-contractual obligation or other legal relationships between TÜV AUSTRIA and the contractor, and in particular also for disputes regarding valid establishment, termination, cancellation, ineffectiveness and rescinded transaction, the parties shall take legal action in any competent court in the country and at the place of domicile of TÜV AUSTRIA exclusively; however, TÜV AUSTRIA may institute proceedings against