

General Terms and Conditions

of International Certification Management GmbH (hereinafter referred to as ICM)

for business clients.

1. General

1.1 ICM tests, evaluates and certifies companies in relation to Quality Management systems. ICM issues certificates.

1.2 Orders are carried out under the following terms and conditions. Any opposing or deviating terms and conditions are hereby explicitly opposed. The terms and conditions shall also apply if ICM executes the order without reservation despite being aware of opposing or deviating terms and conditions of the client. These terms and conditions also apply for all future orders/follow-up orders.

1.3 The client acknowledges the terms and conditions applying in each case at the time that the order is issued, as well as the ICM Certification System (available on the website www.ic-management.com) and the currently applicable Accreditation Specifications.

2. Execution of the order, cooperation obligations

2.1 ICM carries out orders and prepares reports and certificates in accordance with the Certification System and the actual Accreditation Specifications of ICM. Subcontracting to a company carefully selected by ICM and that appears suitable is permitted in individual cases or for individual performance or deliveries.

2.2 The scope of the order is defined in writing when it is issued. Any amendments must be agreed in writing prior to execution. There are no oral ancillary agreements in force. The client has the right to withdraw from the contract prior to such an agreement if it cannot reasonably be expected to abide by the contract in view of the amendment. However, in accordance with Section 649 of the German Civil Code, it must pay the agreed or an appropriate level of remuneration.

2.3 The client shall ensure that all of the necessary acts of cooperation, including those of its contracting agents or third parties, are performed promptly, properly and at its own expense. In the event of a breach of duties of cooperation, the client shall pay the relevant additional expenditure incurred as a result. This does not prejudice the applicability of any more far-reaching legal claims.

2.4 When the relevant final reports, test reports or expert reports are drawn up, the contractual services of ICM shall be deemed to have been delivered and completed.

If formal acceptance of the performance provided by ICM is required, the client bears the corresponding obligation. Any minor faults do not entitle the client to refuse acceptance. If separate partial performance is provided, ICM can also demand partial acceptance accordingly. The client is obliged when formal acceptance is necessary to carry out the acceptance check of ICM's performance within 14 days of being requested by ICM, unless the client refuses acceptance within this period while indicating at least one justified defect. If the client fails to carry out acceptance of delivery despite being requested by ICM to do so within the set period and when an acceptance check is obligatory, the performance shall be considered accepted.

3. Periods for fulfilment and deadlines

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3.1 Specified order deadlines are non-binding unless their binding nature has been expressly agreed in writing. ICM will only be in default if the client has previously set a reasonable deadline in text form to provide the service owed without any result.

If ICM falls behind in providing the service due to slight negligence, liability for damage caused by the delay (compensation in addition to the service) is limited to 5% of the contract price.

3.2 If binding execution deadlines have been agreed, these will be interrupted or extended accordingly in the event of non-cooperation or late cooperation (Section 2.3). Subsequent requests for changes or late cooperation by the client extend the service times appropriately.

4. Guarantee

4.1 ICM's guarantee covers only the services which it is explicitly instructed to carry out in accordance with no. 2.

4.2 ICM's guarantee obligation shall initially be restricted to supplementary performance within an appropriate period of time. If the supplementary performance fails, i.e. if it becomes impossible or unacceptable to the client or is unjustifiably refused or unduly delayed by ICM, the client shall be entitled, at its choice, to demand that the level of remuneration be reduced or the contract be rescinded. In the event of the client accepting delivery with reservation due to a defect, ICM shall inspect its performance. If the client's reservation is found to be unjustified, the client shall bear the resulting extra costs, unless the client is blameless or is guilty of only minor negligence.

4.3 The guarantee period is one year.

5. Disclaimer/limitation of liability

5.1 Claims by the client for damages based on simple negligence are excluded, regardless of the type of breach of duty. Excluded are the client's rights arising from the warranty for defects and the violation of essential contractual obligations in a manner that endangers the purpose of the contract. This does not apply to damages resulting from injury to life, body or health, claims under the Product Liability Act, guarantees or fraudulent behavior.

5.2 Section 5.1 also applies with regard to the personal liability of ICM employees and third parties engaged by ICM.

5.3 To the extent that ICM is fundamentally liable in accordance with Sections 5.1 and 5.2, this liability is limited to damages that ICM foresaw as a possible consequence of a breach of contract when the contract was concluded or that it should have foreseen if it had exercised normal care. Except in cases of intent and gross negligence, ICM is not liable for disadvantages that the client suffers from the non-issuance, termination or withdrawal of a certificate, in particular not for lost profits, saved expenses, claims for damages from third parties and/or other indirect and consequential damages.

5.4 To the extent that ICM is liable for damage, liability for each damaging event is limited to the respective maximum insurance amount, currently €3,000,000.00 for personal injuries and other damages. Further claims are excluded. The same applies to claims for reimbursement of expenses. ICM expressly points out the possibility of increasing the maximum insurance amount in individual cases.

6. Terms of payment

6.1 Unless otherwise agreed to the contrary in writing, the prices detailed in the ICM price list in the version which applies at the time that the order is confirmed shall apply.

If the testing extends over a period of more than 4 months, in the event of a price increase in the interim, the new prices shall apply from the 5th month and, if there are any further price increases, the prices which are then valid shall apply from the point in time that they come into force, provided that the increase is due to an increase in wage costs or material costs and when this is appropriate.

If the client does not accept such a price increase, he can withdraw from the contract within four weeks of receiving notification of the price increase, otherwise the increase shall be considered agreed.

Performance ordered by way of addition shall be billed separately

6.2 Advances on costs of a maximum of 25 per cent of the value of the order, and in justified individual cases also more than this, may be demanded, and partial invoices based on the services which have already been provided shall be issued. If it becomes evident after the contract has been signed that ICM's claims against the client are at risk due to insufficient solvency on the part of the client, ICM shall be entitled to provide any outstanding performance only against advance payment or deposit of a security and against settlement of any outstanding claims from the contract for partial performance already provided and, after a period for fulfilment has been set without result, withdraw from the contract.

6.3 The amount invoiced shall be due on invoicing and is to be settled within two weeks of the date of the invoice, unless something to the contrary is agreed. After this, the statutory amount of default interest in each case shall be due. A right to claim compensation for more far-reaching damages caused by default is explicitly reserved.

6.4 The amount of value added tax applicable at the time of invoicing shall be levied in addition to the service prices and detailed separately.

6.5 Objections appertaining to invoices are to be communicated in writing, with details of the reasons, within a limitation period of 14 days following receipt of the invoice.

6.6 The client is entitled to set off claims, withhold or reduce payment, including when warranty claims are being asserted, only if his counterclaims have been established in law or are undisputed. The client is, however, entitled to withhold payments from the same contractual relationship.

7. Non-disclosure, copyright, data privacy

7.1 ICM may make copies for its own records of written documents which are handed over to ICM for inspection and are vital for carrying out the order.

7.2 ICM retains the copyrights to the expert reports, certificates and expertises or the like.

7.3 ICM, its employees and third parties commissioned by it may not disclose and utilise, without authorisation, business relationships and operating conditions and technical and commercial content of which they become aware in carrying out their work.

7.4 ICM processes personal data exclusively in the context of the purpose of the contract, when this is legally admissible without consent. The relevant data protection regulations regarding processing of personal data in accordance with Article 6 (1) DSGVO shall be observed. Reference is made in this regard to ICM's declaration on data protection, which is published on the website (www.ic-management.com)).

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8. Place of performance, legal venue, applicable law, partial invalidity

8.1 Place of performance is the official domicile of ICM.

8.2 If the client is a commercial agent, a corporate body under public law or a separate fund under public law, the exclusive place of jurisdiction for both parties to the contract shall be Straubing (for district-court disputes) or Regensburg (for regional-court disputes).

8.2 The contractual relationship and all legal relationships derived therefrom are governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

8.3 Any statements made by employees or other designated representatives of ICM or the external experts whose services it engages that are not covered by legal authority, including apparent authority and authority by estoppel, must be made in writing to be effective.

8.4 For all other conditions the policies of the Certification System and the actual Accreditation Specifications apply which these General Terms and Conditions specify and amend and which are available on the website www.ic-management.com.

8.6 If one of these terms and conditions or some provision contained in other agreements is or becomes void or ineffective in law, or is in conflict with some other regulations in the contract, this shall not prejudice the validity of the other provisions or agreements

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