

GENERAL CONDITIONS FOR TESTING, INSPECTION AND CERTIFICATION SERVICES

1. Area of Application, Definitions, Important Documents

- 1.1. These General Conditions for Testing, Inspection and Certification Services, and the relevant amendments and integrations (hereinafter the “**General Conditions**”) shall apply to all agreements entered into between a customer (hereinafter the “**Customer**” or “**Customers**”) and KEMA Labs, where “**KEMA Labs**” means one of the companies among the following (hereinafter the “**Company**”): CESI S.p.A. (with registered office in the Italian Republic); KEMA B.V. (with registered office in the Netherlands); Zkušebnictví, a. s. (with registered office in the Czech Republic); IPH Institut “Prüffeld für elektrische Hochleistungstechnik” GmbH (with registered office in the Federal Republic of Germany); FGH Engineering & Test GmbH (with registered office in the Federal Republic of Germany); the Company and the Customer hereinafter individually referred to as the “**Party**” or, collectively, the “**Parties**”) for the performance by the Company of: “**Testing Services**” (hereinafter, also called “**Tests**” or “**Testing Services**”), “**Inspection Services**”, “**Product certification Services**”, “**Process certification services**”, in accordance with non-mandatory normative documents, specifications or technical regulations; as well as: “**Product and production conformity certification Services**” in accordance with EC Directives or national legislation” (hereinafter, Tests and other services may be also generically defined “**Services**”).

Specific additional provisions shall apply to Testing Services, as set forth in the “**Additional General Conditions for Testing Services**”, where applicable.

“**Company’s Country**” shall mean the country in which the Company performing the Services has its registered office. For the avoidance of doubts, these General Conditions shall not apply if the Customer is a consumer. To the extent that German law is applicable and unless agreed otherwise in writing, the Services shall be ‘services’ within the meaning of § 611 German Civil Code. To the extent Czech law is applicable, these General Conditions, and the relevant amendments and integrations are the general conditions within the meaning of Section 1751 Act No. 89/2012 Coll. Czech Civil Code, as amended. It is understood that the execution of the Services may be assigned by each Company to another Company among the ones above listed, provided that the assigning Company shall assume full liability towards the Customer for the performance of the Services, except where explicitly stated to the contrary in these General Conditions or other documents described in Article 1.3.

- 1.2. The Services shall be in details described in the Company’s Quotation, as below defined, and, as far as “**Product and production conformity certification Services**” are concerned, the latter shall be also detailed in the Regulations and Certification scheme in force from time to time (“**Regulation**”), which shall be integral and substantial part of the agreement.

All certificates and scope of accreditations are downloadable from www.cesi.it or www.kema.com, at “**About us, Accreditations & Certifications**” section.

- 1.3 Upon receipt of the Customer’s request for Services, the Company shall issue a quotation (hereinafter “**Quotation**”), including specific terms and conditions for the performance of the Services and the relevant Regulations, if applicable. Further to the issue of the Quotation, the Customer shall issue an order for Services according and referring to the Quotation (“**Customer’s Order**”), or an Acceptance of the Quotation or shall return the Quotation duly countersigned for acceptance. Upon receipt of such documents by the Company, the Service Agreement (as below defined) shall be considered as executed. Soon thereafter, confirmation and scheduling shall be issued by the Company (“**Order Confirmation**”).

Service Agreement shall consist of the following documents, which - together with the other enclosures - shall constitute integral and substantial part of the service agreement (hereinafter, “**Service Agreement**” or “**Agreement**”):

- (a) Order Confirmation;
- (b) the Company Quotation undersigned for acceptance or Acceptance of the Quotation or “**Customer’s Order**” expressly referring to the Quotation;
- (c) The applicable Regulations related to the “**Product and production conformity certification Services**” schemes, expressly acknowledged, accepted and duly signed by the Customer, if requested by the Quotation;
- (d) these General Conditions;
- (e) any enclosures and other specific documents mentioned in the Quotation.

In case of any discrepancy and/or inconsistency between the above documents, each document shall prevail on the following in the order given above, unless otherwise specified in writing. Any modification provided in a document with reference to provisions stated in other documents preceding it in the above list, shall be effective only if specifically referred to the relevant provision to be modified.

Any covenant between the Parties prior to the execution of the Service Agreement shall be intended as mere draft, leaving the Parties free to withdraw from negotiations. No quotations shall be issued towards Customers which have not timely performed payments due for former service agreements.

All telephone and oral agreements regarding the content of these General Conditions, the Agreement, the Quotation or the Order Confirmation are binding only after written confirmation of such an agreement by both Parties (to the extent that Czech law is applicable, reference is made to Section 1757 (1) of the Czech Civil Code. Customer's confirmation according to Section 1757 (2) and (3) of the Czech Civil Code is expressly excluded).

The applicability and content of these General Conditions and the Service Agreement may not be varied by any different or additional terms and conditions proposed or provided by Customer and the Company hereby gives notice of its objection to any different or additional terms and conditions so proposed or provided by the Customer.

Precisely, the Company's performance of Services is expressly conditioned upon Customer's assent to these General Conditions and the Service Agreement, including the Regulation – where applicable. For the avoidance of doubts, in addition or as an alternative to the express acceptance of the Quotation, Customer's assent shall be anyway conclusively presumed upon

(i) Customer's expressed or implied acknowledgement of the Quotation; Customer's delivery to the Company of any information or other materials related to a request for Services; or (ii) Customer's delivery of the equipment and materials to be tested, as well as of any collateral equipment and material necessary in order to perform the Services (hereinafter the “**Products**”) to the Company, for the Services to be performed; or (iii) Customer's expressed or implied acknowledgement of the confirmation and scheduling issued by the Company; or (iv) any other Customer's conduct which acknowledges, implies or otherwise indicates or recognizes the existence of a contract. Such acceptance expressly includes Customer's assent to all of the terms and conditions of the Service Agreement.

To the extent that Czech law is applicable, the Parties expressly exclude the application of Section 1740 (3) of the Czech Civil Code.

- 1.4 The Services Agreement shall form a separate and distinct agreement between the Parties. References to either Party in the General Conditions shall be read as references to the respective Party to the Services Agreement. Only the Parties to the Services Agreement shall be bound by any such Services Agreement. In no event shall any company other than the Company be liable for any obligations of any other company. Customer shall look exclusively to the Company in relation to any rights or remedies it may have under or with respect to the Services Agreement.

2 Price, Terms of Payment and Invoicing

- 2.1 The Services price and the relevant terms of payment shall be detailed in the Quotation and shall be net of any tax, fee and charge imposed by competent national tax authorities.
- 2.2 The Customer shall pay in advance an amount equal to 100% (one hundred percent) of such price, unless otherwise specified in the Quotation.
- 2.3 The Services shall not be commenced in lack of receipt of the advanced payment. Payment of the invoice means crediting the entire payment due to the Company's account. Under no circumstances shall the Customer be allowed to retain or set-off payments.
- 2.4 The relevant invoice shall be sent by the Company and shall be paid by the Customer, unless otherwise specified in the Quotation, within 15 (fifteen) days from the invoice date.
- 2.5 A balance invoice, which shall include the price of any additional activity performed by the Company during the Services upon Customer's written request and every possible further expense, cost or fine to be charged to the Customer, could be then issued upon completion of the Services or on a monthly basis, in case of Services lasting more than 30 (thirty) days.
- 2.6 The relevant payment shall be executed by the Customer by means of a bank transfer within 30 (thirty) days as of the date of the invoice. Payment of the invoice means crediting the entire payment due to the Company's account.

3 Deliverables

- 3.1 Following the performance of the Services, the Company shall issue a Services report, as well as preliminary and ancillary documents. Such deliverables shall be issued in the language of the Company's Country or, if thus set forth in the Quotation, in English.
- 3.2 The Customer may reproduce and circulate the documents issued by the Company within the limits and the scope indicated in the Service Agreement, provided that the said deliverables shall be reproduced in their entirety and in the original language and shall not be manipulated or tampered for any reason whatsoever. All copyrights connected to deliverables drawn-up by the Company and the relevant know-how shall remain exclusive property of the Company. Any of the Company's trademarks and any trademarks owned by any the Company accreditation body shall be reproduced independently of any other trademark, logo or name. The Company shall be held safe and harmless by the Customer for any breach of such obligation. Prior written authorization by the Company shall be required in order for the Customer to be allowed to publish or circulate partial reproductions.
- 3.3 Should the Quotation thus set forth, the Company may provide a dedicated service ("Digital Authentic Document service") to ensure that a digital copy of the deliverable could be delivered by the Customer to any stakeholder without any modification. Such service consists of:
- A fully PDF compliant file of the deliverable, including a cover page summarizing the main data of the Service;
 - The file digitally signed and sealed to avoid any modification;
 - A unique QR code reporting the main feature of the deliverable and addressing to the Company website where the document is stored and can be retrieved.
- Such digital feature shall avoid any counterfeit of the deliverables and shall guarantee its originality. Should the Customer request the Digital Authentic Document service, the Customer requests and accepts that the deliverable shall be stored at Company's website and can be retrieved from the same website, through the link provided in the QR code.
- 3.4 The Customer shall use the deliverables within the framework of the Service Agreement and only for the purpose thereby agreed upon with the Company. It is understood that the Company may authorize in writing any further use of such documents, on a case by case basis, upon written request by the Customer. It is anyway authorized the reproduction of the so-called Certificate of Conformity, both in real or reduced size, in catalogues, advertising inserts or promotional literature of the Customer, provided that such reproduction shall unambiguously identify the object to which the Certificate of Conformity refers.
- 3.5 Unless otherwise agreed in writing, the issued deliverables shall be stored, pursuant to the provisions of the Company internal policies, for a period of 10 (ten) years as of the date of first issue.

4 Health and Safety

- 4.1 Should the Services be performed outside Company's premises, the Customer shall procure that such locations shall be compliant with applicable health and safety laws and regulations for the entire duration of Service Agreement. The Customer shall hold the Company safe and harmless from any consequence or claim in such regards. To such purpose, a detailed list of hazards and risks related to the premises, where the Services shall be performed, must be delivered with reasonable advance. The Customer must provide Company personnel with detailed information on the specific site risks, interference risks, specific risks at sites where Services shall be performed, as well as the prevention and emergency measures adopted in connection therewith. Any necessary Personal Protective Equipment (PPE) to be used by Company's personnel shall be provided by the Customer. The Customer will be liable towards Company and Company's personnel in any case of breach of the present provision.
- 4.2 The Customer shall mandatorily provide Company's personnel with the assistance of a Customer reference person, for the purpose of:
- a) communicating all information concerning the "specific risks" existing in the workplace;
 - b) providing detailed and extensive information on specific procedures, policies and rules on safety matters, necessary for health and safety of Company's personnel.
- In case of material differences between safety standards adopted by the Customer and safety standards applicable for Company's employees, the Company's personnel shall be entitled to suspend the Services, pursuant to the provision of Article 8.2, b), below.
- 4.3 Only the Company shall have the authority to issue instructions to its personnel. There shall be no assignment of the Company's employees to the Customer or vice versa within the meaning of the German Law on the Supply of Temporary Workers or similar applicable laws.

5 Liabilities

- 5.1 The Company hereby undertakes to comply with the Service Agreement, diligently carrying out the Services, in accordance with procedures set forth by the national and international rules and/or anyway in compliance with methodologies or Regulations indicated in the Service Agreement – if any. The warranties herein set forth are exclusive and in lieu of all other warranties, expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose.
- 5.2 Subject to Article 5.6 below, the Company shall be liable for possible damages suffered by the Customer as a consequence of the non-fulfilment of the Service Agreement only in case of an irrevocable judgement or arbitration award definitively ascertaining that the said damages were exclusively due to the Company negligence in the performance of the Service.
- 5.3 Subject to Article 5.6 below, the Company's liability shall be limited to direct damages suffered by the Customer and compensation and/or indemnity for indirect and/or consequential damages, as well as damages resulting from delay in the performance of the Services, loss of the Customer's information, loss of profit, loss of turnover and damage to the Customer's reputation or goodwill are expressly excluded.
- 5.4 Subject to Article 5.6 below, the Company liability shall be limited the value of the single Service Agreement, or part of the same, in which the damage has occurred.
- 5.5 The Customer shall inform the Company in writing within 7 (seven) days from the date that the Customer learns about the occurrence of the damage, otherwise it shall be deemed as a waiver of the Customer's rights for damages.
- 5.6 To the extent that German law applies, the Company shall be unrestrictedly liable for (i) injury to life, body or health caused by the Company, its legal representatives or assistants in performance; (ii) damage caused intentionally or with gross negligence by the Company, its legal representatives or executive staff; (iii) damage caused intentionally by the Company's assistants in performance not mentioned in (ii); (iv) damage resulting from the absence of any guaranteed characteristics; and (v) claims under the German Product Liability Act.

6 Appeal against non-compliance decisions

- 6.1 Should Services result in a non-compliance decision, the Customer shall be entitled to propose appeal against it, highlighting in detail the technical reasons for the Company to reconsider such a non-compliance decision.
- 6.2 The appeal shall be proposed by the Customer directly before the Company, within 30 (thirty) days of the date on which the non-compliance decision has been received and shall highlight in detail the technical reasons. The appeal shall be examined by the internal Committee for Impartiality during the first meeting following the date of the same appeal.
- 6.3 All expenses connected with the appeal shall be borne by the Customer, except in case the final outcome of the appeal should ascertain a breach of the Company in the performance of the Services.
- 6.4 The provisions of this Article 6 shall not apply to Testing Services.

7 Privacy

- 7.1 For the establishment and execution of the legal relationships governed by these General Conditions and the Service Agreement, the Parties shall acquire and process personal data relating to the counterparty in accordance with the provisions of EU Regulation 2016/679 (hereinafter the "**Privacy Regulation**") and applicable Company's Country legislation, including any provisions issued by the competent national authorities, where applicable.
- 7.2 With reference to the processing of data relating to the Customer carried out by the Company the source of the data processed, the type of data, the purposes of the processing, as well as the legal basis on which it is legitimately performed and any other element referred to in Article 13 of the Privacy Regulations (e.g. the categories of recipients of personal data, the period of data retention, the rights exercisable by the interested parties), are indicated in the Privacy Policy attached to these General Conditions (Annex sub n. 1 "Information to customers on the processing of personal data").

8 Termination and Suspension

- 8.1 Unless otherwise specified, and without any prejudice to the application of any other remedies foreseen by law and of the right to claim for any suffered damages, the Company shall have the right to terminate the

Agreement, by means of a registered letter anticipated via email, upon occurrence of one of the following events:

- (a) the Customer becomes insolvent towards creditors and/or is bound to transfer its assets to creditors, or is subjected to any bankruptcy procedure;
- (b) the Customer breaches a provision on health and safety in the workplace according to Article 4 above;
- (c) the Customer is over 30 (thirty) days late in payment of the amounts owed pursuant to Article 2 above;
- (d) the Customer breaches confidentiality obligations re information received, as set out in Article 9 below;
- (e) a Force Majeure Event disciplined under Article 12.4 below;
- (f) Customer breaches the obligations relevant to ethic principles and anti-corruption, set forth in Articles 10;
- (g) Customer acts in breach of import export obligations, as set forth in Article 12.5 below.

Should the Agreement be terminated, the Company shall have the right to claim for compensation of any further suffered damages.

8.2 The Company shall also have the right to suspend the execution of the Service Agreement, in case the Customer:

- (a) should not be in compliance with the terms of payment provided in Article 2 above.
- (b) should not comply with obligations set forth in Article 4 above.

8.3 The Customer shall not be entitled to terminate the Service Agreement for convenience. The Customer's right to terminate the Service Agreement for good cause in accordance with German statutory law shall remain unaffected.

9 Confidentiality

9.1 The Company and the Customer agree to keep strictly private and confidential and not to use for any purpose other than as set forth in the Services Agreement all technical information and materials orally or in writing supplied hereunder and any information which both the Customer and the Company may acquire about the other Party, its activities or Products, as a result of entering into the Service Agreement, provided that such obligation shall not apply to technical information or material which:

- (a) was in possession of the receiving Party without restriction prior to the receipt from the other Party; or
- (b) was in the public domain at time of receipt; or
- (c) becomes part of the public domain through no fault of the receiving Party; or
- (d) should be required to be disclosed by any applicable law or regulation.

9.2 The said confidentiality obligation shall survive the termination of the Service Agreement for a period of 3 (three) years thereof.

9.3 It is furthermore understood that the Quotation shall be used by the Customer for internal purposes only. Any further use of the Quotation, including the disclosure to third parties, is expressly prohibited.

9.4 Breach of said confidentiality obligations shall entitle the Company to terminate the Agreement and claim for compensation of any suffered damages, with no prejudice to the application of any other remedies foreseen by law.

9.5 The Company is anyway entitled to public the list and main references of the issued certificates and validity in compliance with the specific Regulations.

9.6 It is understood that the disclosure of Confidential Information shall be always allowed within KEMA Labs companies as well as among the following parties:

The Accreditation Body;
The Committee for Impartiality;
Other Certification bodies that signed with the Company mutual recognition agreements;
Relevant Public Authorities.

10 Code of Ethics, Organization, Management and Control Model, Anti-corruption

- 10.1 The Customer acknowledges that KEMA Labs has adopted a “Code of Ethics”, an Organization, Management and Control Model (“Model”) and “Anti-Corruption Guidelines” and refers to the principles therein introduced in order to avoid the commission of any crimes thereby indicated. The Code of Ethics, the Model and the Anti-Corruption Guidelines may be consulted on the following website: www.cesi.it.
- 10.2 The Customer, in conducting its own business and managing its relationship with third parties, undertakes to act in compliance with principles equivalent to those stated in the Code of Ethics. Said principles will include but will not be limited to fairness, honesty, anticorruption, confidentiality, value of the human resources, equal treatment, integrity, diligence, fair competition, environmental safety and protection. It is furthermore understood that the laws in force in the country where the activities are carried-out shall apply, should the latter be more restrictive in these matters.
- 10.3 The Customer and the persons covering the function of representation, management and/or direction of the Customer furthermore declare not to have so far been involved in or convicted for the commission of bribery crimes and/or tax crimes and/or unlawful practices whatsoever and/or corporate crimes.
- 10.4 The Customer also undertakes to immediately inform KEMA Labs of any non-fulfilment of one the said principles implying one of the related crimes, in addition with the proposed plan to remedy such breach.
- 10.5 The Customer, as well as its directors, statutory auditors, managers and employees may report, provided that the relevant allegations are circumstantial and based on precise and consistent facts, any violation of the Code of Ethics or Anti-Corruption Guidelines, as well as any unlawful conduct relevant for the purposes of the Decree and of the Model, of which they have become aware for any reason, alternatively:
 - by written notice, to the following address: “Organismo di Vigilanza of CESI S.p.A., Via Rubattino, 54, 20134 Milano”;
 - via e-mail to the following addresses: OrganismoVigilanza@cesi.it and codiceetico@cesi.it.
- 10.6 KEMA Labs guarantees the confidentiality of the whistle-blower’s identity when handling the notice.
- 10.7 The Customer hereby acknowledges that KEMA Labs adopts a zero-tolerance approach towards any form of corruption and is committed to combatting corruption in all its forms, as stated in the Anti-Corruption Guidelines. Therefore, KEMA Labs - in conducting its business - forbids any recourse to any illegal kind of promise, offer or request for unlawful payment, in cash or other benefit, for the purpose of obtaining advantages in relations with its stakeholders. The Customer hereby - for itself and for anyone acting on its behalf during the execution of the Service Contract -: i) declares to be aware of and undertakes to comply with the provisions and requirements set out by the applicable current anti-bribery laws and regulations; ii) acknowledges KEMA Labs’ policy – as stated in the Anti-Corruption Guidelines – and undertakes to comply with and to abide by equivalent principles and agrees to avoid resorting to any illegal promise, offer or request, in the interests of KEMA Labs and/or to the benefit of any of its employees. The Customer agrees to allow KEMA Labs to verify the degree of compliance with the requirements of this clause and undertakes to promptly notify KEMA Labs of any violation of representations, warranties and undertakings set forth in this clause or of any applicable anti-bribery law provisions and requirements.
- 10.8 Breach of this Article shall entitle KEMA Labs to immediately terminate the Service Contract for reasons attributable to the Customer and ask for compensation of any suffered damages from the Customer.

11 Applicable Law, Competent Court of Law

- 11.1 These General Conditions and the Agreement shall be governed by and be construed in accordance with the laws applicable in the Company’s Country, which may be the laws of Italy, the Netherlands, the Czech Republic or the Federal Republic of Germany, depending on the registered seat of the Company which shall perform the Services.
- 11.2 The Parties shall use reasonable efforts in order to amicably settle all disputes, controversies or claims arising in any way out or relating to these General Conditions and the Service Agreement or any other document connected thereto, or to breach, termination or invalidity thereof.
- 11.3 All such disputes, which shall not be solved in an amicable way within 30 (thirty) days, shall be finally settled under the exclusive jurisdiction of the courts of Milan (if Italian law is applicable), or courts of Amsterdam (if Dutch law is applicable), or the courts of Berlin (if German law is applicable) or the courts of Prague (if Czech law is applicable).

12 Miscellanea

Force Majeure

- 12.1 **“Force Majeure”** means the occurrence of an event or circumstance that prevents or impedes a Party from performing one or more of its contractual obligations under the contract, if and to the extent that the Party affected by the impediment (hereinafter the **“Affected Party”**) proves: (i) that such impediment is beyond its reasonable control; and (ii) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and (iii) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. Where a Party fails to perform one or more of its obligations because of default by a third party whom it has engaged to perform the whole or part of the Agreement, the Party may invoke Force Majeure only to the extent that the requirements above are established both for the Party and for the third party. The Affected Party shall give notice of the event without delay to the other Party, describing the circumstances that caused the Event of Force Majeure and estimating a probable duration. It shall also explain what action, if possible, is to be taken to remove the causes and it shall promptly implement these measures. The other Party will acknowledge and evaluate these causes and, after having consultation with the Party who has suffered the Event of Force Majeure (hereinafter the **“Force Majeure Event”**), an extension of time of the Service Agreement shall be agreed upon in good faith. To the extent that Czech law is applicable, without prejudice to this Article 12.4, the Parties agree that, for the purposes of Section 1765 (2) of the Czech Civil Code, they shall assume the risk of change in circumstances.
- 12.2 A Party invoking Force Majeure Event is relieved from its duty to perform its obligations under the Agreement and from any liability in damages or from any other contractual remedy for breach of the Agreement, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other Party. The other Party may suspend the performance of its obligations, if applicable, from the date of the notice. Where the effect of the Force Majeure Event invoked is temporary, the consequences set out above shall apply only as long as the Force Majeure Event invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other Party as soon as the impediment ceases to impede performance of its contractual obligations. The Affected Party is under an obligation to take all reasonable measures to limit the effect of the Force Majeure Event invoked upon performance of the Agreement. Where the duration of the Force Majeure Event invoked exceeds 120 (one hundred twenty) days, the Parties shall assess whether to re-discuss the terms of the Agreement or to terminate the latter.
- 12.3 To the extent that Czech law is applicable, the application of the provisions of Sections 1799 and 1800 of the Czech Civil Code is hereby excluded. Furthermore, the Parties hereby expressly exclude the use of commercial practices and usances within the meaning of Section 558 (2) of the Czech Civil Code.
- 12.4 Unless expressly authorized by the Company, it is prohibited to assign any receivables of the Customer towards the Company (to the extent that Czech law is applicable, reference is made to Section 1879 *et seq* of the Czech Civil Code) in relation to the performance of the Agreement. § 354a of the German Commercial Code applies.

Import-Export

- 12.5 The Services must not be directly or indirectly used (including using them to provide technical assistance or any other services) for the benefit of:
1. any individual or entity subject to assets freeze/blocking sanctions adopted by the United Nations, the European Union (EU), the United Kingdom (UK) or the United States of America (USA) or to any person or entity which is owned or controlled by, or acting for or on behalf of, directly or indirectly, any of the above mentioned persons or entities or otherwise circumvent such rules;
 2. any natural or legal person, entity or body in Russia, Belarus, Crimea, Sevastopol, Donetsk and Lugansk or which use in Russia, Belarus, Crimea, Sevastopol, Donetsk and Lugansk or in general which take any actions that would cause KEMA Labs to violate any applicable export control and sanctions laws and regulations, including any applicable restrictive measures;
 3. any third party, unless it accepts to abide by the same undertakings set out in this clause as binding for itself (being known to be trustworthy and reliable in honoring such commitments).
- This provision is of the essence of any Services Agreement and the Customer shall be also procure that any third party comply with the obligations herein set forth. KEMA Labs shall be entitled to terminate the Service Agreement in case of breach of this provision and shall be hold safe and harmless by the Customer from any damage or consequence of such infringement

Other provisions

- 12.6 Amendments to the Agreement shall only be effective and binding if agreed upon in writing and signed by both Parties.
- 12.7 To the extent that German law applies, where the expressions 'in writing', 'written form' or variations thereof are used in these General Conditions, this shall mean 'in writing' within the meaning of § 126 of the German Civil Code. Unless expressly stated otherwise in these General Conditions, simple emails shall not be sufficient.
- 12.8 No delay or failure in exercising any right, power or remedy under the Agreement shall be considered as a waiver. Any waiver of any breach of the Agreement shall not be deemed to be a waiver of any subsequent or other breach. Any single or partial exercise of any right, power or remedy under the Agreement shall not prevent any further or other exercise of such right, power or remedy or the exercise of any other right, power or remedy.
- 12.9 The Company expressly states that it is not a weaker party (to the extent that Czech law is applicable, reference is made to Section 433 (1) of the Czech Civil Code).
- 12.10 The Customer states that it is aware of and approves all the provisions in these General Conditions. Further, the Customer specifically agrees to applicability of these General Conditions to the Service Agreement.

13 Communications

- 13.1 Unless otherwise specified, any communications shall be sent in writing and shall be sent by registered letter with notice of receipt, via fax or email, as for technical communications, and shall be considered effectively and validly sent (i) when received by the addressee, if sent by registered letter with notice of receipt, (ii) at the time of reading or reception confirm, if sent by fax or email.
- 13.2 Communications shall be sent to addresses given in the Quotation or to other addresses communicated in compliance with the terms hereof.
- 13.3 The Customer is obliged to notify the change of its address immediately by a registered letter. Until the moment of notification of the new address, declarations sent to the old address shall be deemed delivered.

As acceptance

(stamp and
signature)

Pursuant to the applicable privacy rules and regulations, art. 7 above (Privacy) is hereby specifically accepted.

Pursuant to arts. 1341 and 1342 of Italian Civil Code (to the extent that Italian law is applicable) or in accordance with Section 1753 of the Czech Civil Code (to the extent that Czech law is applicable), the following articles are specifically, singly approved: art. 1 (Area of Application, Definitions, Important Documents), art. 2 (Price, Terms of Payment and Invoicing); art. 4 (Health and Safety); art. 5 (Liabilities); art. 8 (Termination and Suspension); art. 9 (Confidentiality); art. 10 (Code of Ethics, Organization, Management and Control Model, Anti-corruption); art. 11 (Applicable law, competent Court of Law); art. 12 (Miscellanea); art. 13 (Communications).

As acceptance

(stamp and
signature)

ADDITIONAL GENERAL CONDITIONS FOR TESTING SERVICES

These additional General Conditions shall apply to Testing Services only.

14 Area of Application, Definitions, Important Documents

- 14.1 Testing Services consist of experimental laboratory activities and services, based on methods and programs contractually agreed; it is understood that the Company is hereby authorized to perform the required Tests, as well as any activity connected or related to the Tests, in its laboratories, laboratories of its group of companies or in other third parties' primary and guaranteed qualified laboratories, assuming full liability towards the Customer for the performance of the Tests, except where explicitly stated to the contrary in these General Conditions or other documents described in Article 1.3 and 14.3.
- Companies' laboratories are accredited in accordance with ISO/IEC 17025 by the respective national accreditation bodies and own the capacity to compete on an international scale under the IAF/ILAC (International accreditation Forum / International Laboratory Accreditation Cooperation) recognition issuing technical reports that are worldwide recognized in terms of results and conformity assessments.
- Furthermore, the Quality, Health, Safety and Environment Management System of Companies' laboratories adheres to Standard ISO 9001, ISO 45001 and ISO 14001.
- 14.2 Upon Customer's request and/or in case the performance of the Testing Services should thus require, the latter may be also performed at sites different from Company's ones, if and to the extent set forth by the Quotation and the Service Agreement.
- 14.3 The Quotation may indicate the Company that shall perform the Testing Services and the facilities where the Tests shall take place, among those listed in Article 1.1: such indication may be provisional, while the definitive indication shall be provided by the Company in the Order Confirmation. Precisely, following Customer's Order, the Customer shall receive the Company's Order Confirmation and definitive reservation (hereinafter the "**Definitive Reservation**"), by means of which the Company shall provide the Customer with detailed and binding planning and information on the Tests Definitive Reservation, i.e. the Company which shall in fact perform the Testing Services, as well as specific scheduled date and timing for the performance of the Tests. The Customer shall have a 5 (five) days term available to refuse such Order Confirmation. Once expired such term, the Order Confirmation as well as these General Conditions and the Service Agreement shall be considered as accepted, concluded and confirmed by the Customer and the Customer shall be bound to the payment of the reservation fee, as set forth in Article 18 below.
- The Order Confirmation and Definitive Reservation shall be integral and substantial part of the Service Agreement and shall prevail on the other documents listed in Article 1.3 above. Any covenant between the Parties prior to the Definitive Reservation shall be intended as mere draft, leaving the Parties free to withdraw from negotiations.
- 14.4 In addition to the express acceptance of the Quotation and to the other circumstances described in Article 1.3 above, Customer's assent shall be anyway conclusively presumed also upon Customer's expressed or implied acknowledgement of the Order Confirmation and Definitive Reservation.

15. Reservations, Renunciations, Delays

- 15.1 Should the Quotation, concerning specific Testing Services conditions, be irrevocable until a set date, or should the Customer be asked to accept it by a set date, the said Quotation shall be definitely considered as expired on the indicated date and negotiations shall be terminated if the Customer should not accept within the said date.
- 15.2 Pre-booking and/or non-definitive reservations, even though accompanied by draft covenants pursuant to Article 1.3 or 14.3 above (e.g. the Company proposals on possible date and timing of Testing Services, aimed at verifying Customer's availability), shall be neither binding for the Company nor for the Customer.
- 15.3 Once the Order Confirmation has been issued, should the Customer request a modification to the Testing Services commencement date thereby scheduled, the Company shall be free to determine whether or not to agree with the said request. Any such request shall be in written form. Should the Company not join the said request, the scheduled commencement date shall remain effective. In case of cancellation of the Testing Services by the Customer, due to whatever reason, the latter shall be considered in default and the Company may lawfully terminate the Service Agreement. It being understood that the Company shall consequently be entitled to apply to the Customer the penalties defined in the Service Agreement as well as to claim for further additional damages

suffered by the Company, also depending on the advance period given by the Customer. Penalties shall be also applied in case of no-show or late arrival of the Client and/or Products at Company's premises, as set forth in the Service Agreement. In such a case, the Tests program may be reduced without reduction of the Price. A new time schedule may be agreed upon between the Parties only upon payment of the Price or of the penalties, as the case may be.

Additional services may be asked by the Customer in writing during the performance of the Testing Services: such services shall be subject matter of a specific quotation and shall anyway be performed at Company's sole discretion, also based on laboratories availability. The same shall be charged to the rates in force, according to Articles 2 and 18.

- 15.4. The Company has the exclusive right to set and change the schedule and timing of the provision of the Testing Services. It is understood that the timing required for the execution of the Tests may be influenced by the degree of cooperation of the Customer. In any case, with no prejudice to the provisions set forth in Articles 5 and 22 as per the Company's liabilities, the latter shall neither be liable nor be considered in default for Tests delays, postponements or interruptions, even due to laboratory and equipment operations, outages and/or maintenance needs, as well as due to the Products reaction to the Tests. In such cases, the Testing Services shall be resumed as soon as possible without additional charges for the Customer.

16. Additional obligations

- 16.1 All additional duties and charges (customs operations, insurance, transport, duties and taxes etc.) relating, concerning or connected to the performance of the Testing Services shall be borne by the Customer.
- 16.2. The Customer shall ask the Company in advance for indications regarding the delivery conditions and provisions for the Products. The Company shall charge the Customer with any possible additional cost, expense and fines suffered by the Company due to Customer mistakes in communicating to the Company or to the relevant authority any relevant information.
- 16.3. The Products shall be transported and delivered by the Customer to the Company under Incoterms 2020 condition DDP (Delivery Duty Paid) and shall be returned to the Customer under Incoterms 2020 condition EXW (Ex Works), except as otherwise agreed in writing between the Parties. The Customer shall be in charge of import and export procedures.
- 16.4 Unless agreed otherwise, the Company shall unload and load the Products on behalf of the Customer at Customer's own risk (Article 5.6 applies).
- 16.5 The Company shall unpack and re-pack the Products on behalf of the Customer prior to the Tests dates, unless otherwise agreed in writing and anyway at Customer's own risk (Article 5.6 applies). Should such Products require specific packing or unpacking modalities, the Customer shall inform in writing the Company in advance.
- 16.6 Should set-up or disassembly or other instrumental activities be required before and in order to commence the Testing Services, the Company shall provide the Customer with equipped areas and assistance personnel, only in case the Parties have specifically thus agreed in writing. Such areas shall be taken in charge by the Customer Personnel at Customer's own risk and exclusive liability, without prejudice to the provisions of Articles 5 and 22. It is understood that the Products shall be sent, by the Customer, complete with any components in order to enable the Company to duly carry out the Tests. The Company shall not assume any liabilities as for the correct fulfilment of such operations.
- Upon Customer's request and if and to the extent provided for by the Quotation and Service Agreement, the setup, disassembly or other instrumental activities may be performed by the Company on behalf of the Customer. Such additional service shall be performed by the Company only in strict execution of detailed and prior written instructions received by the Company from the Customer and at Customer's own risk. In such a case, the Client must release an express waiver stating the correctness of the activities performed by the Company on behalf of the Customer and the latter shall hold the Company safe and harmless from any claim, damages, causes of actions due to such activity. In lack of such waiver, the performance of the Tests may be suspended, without consequences for the Company, and penalties may be applied.
- 16.7 The Customer shall provide the Company with all and any information regarding Product internal handling and transport (e.g. the location of the load fastening points for lifting and the maximum size of a transport unit, as well as any further information needed in order to safely set-up the Products). Such provision shall also apply in

case the set-up required for the performance of the Testing Services should be different from the set-up adopted in previous tests executed on the same Products for the same Customer.

- 16.8 It is understood that the Customer shall provide the Company with all and any information regarding the Products to be tested, including but not limited to all the necessary technical data, Tests data, operating information. The Customer shall be liable for the correctness, completeness and timeliness of such information, it being understood that any change or variation of the same may have an impact on the Service price and schedule and shall cause the issue of a new Quotation.
- 16.9 Should the Service Agreement require the Company to ship the Products after the completion of the Tests, the relevant shipment costs shall be charged to the Customer.
- 16.10 In case of dangerous Products or instrumental activities, see Article 21.3 below.
- 16.11 Customer acknowledges that the Company may make available tools and equipment on its premises for Customer's preparation or demobilization of the Products (hereinafter the "**Company's Tools**"). Customer understands that the Company's Tools are available for use "as is" at the risk of Customer. The Customer shall compensate the Company for any damage caused to the Company's Tools as a result of the use thereof.
- 16.12 Upon Customer's request and if and to the extent provided for by the Quotation and Service Agreement, the Customer may attend the execution of the Tests by remote testing witnessing. In such a case, the relevant multimedia content is sole property of the Company, as well as any data, information, sound, text, audio, image, animation, video, interaction, intellectual property and any other element which is subject matter of the same. Such contents are strictly confidential and all rights are reserved to the Company: any unauthorized disclosure or use, including recording, even partial, as well as any other breach of this provisions may result in a violation of law and contract and shall be treated accordingly. Access to the multimedia content shall be restricted to the credentials-holders only. During remote testing witnessing, the latter may be, therefore, required to frame the surroundings and the Company reserves the right to suspend the relevant access at its sole convenience. Allowing access to such multimedia content to further persons is not allowed. The multimedia content is intended to replace Customer's Personnel physical presence at Company's premises and shall not substitute the Deliverable described in Articles 3 and 20, which shall be the only official outcome of the Testing Services.

17. Tests Performance

- 17.1 The Customer shall be solely and entirely responsible for the choice and set-up of Products to be tested, prior to the arrival at the Company premises.
- 17.2 The Customer shall provide the Company representative (hereinafter the "**Company Representative**") with the name and details of the person authorized by the Customer as a person responsible for the Tests.
- 17.3. After the commencement of Testing Services, the overall Service Agreement value shall be charged to the Customer. Should the Tests be interrupted or delayed for reasons depending on the Products or connected equipment (by way of example, their failure or unavailability or lack of information about such Products due to Customer's conduct) or activities in charge of the Customer, the Company shall have the right to ask for the full payment of the overall price, specified in the Service Agreement, due to the Company for the said interrupted or delayed Testing Services with no prejudice to the Company's right to terminate the Agreement and claim for compensation for any suffered damages, as specified in Article 23 below.
- 17.4 The Testing Services shall be considered fully performed and accepted by the Customer once the Tests program has been completely performed or, otherwise, when the full completion should become not possible for any reason due to the tested Products or to the Customer liability.
- 17.5 Once the Testing Services have been performed, the Customer shall be required to recover the tested Products at the earliest, at its own expenses.
- 17.6 Unless otherwise agreed in writing and in case the Customer should not promptly recover the Products, the Company shall notify the Customer and keep the tested Products for a maximum of 30 (thirty) calendar days after the completion of the relevant Tests at the expense and the risk of the Customer, either on the Company's premises or to store them on the premises of a third party subject to an additional fee. Once the said period shall expire, the Company shall be free to dispose of them at its discretion by selling them at Customer's expense or, given that the tested Products are damaged beyond repair and cannot be sold, to dispose of them also destroying or treating them as waste, at Customer's expense. All charges, expenses or costs sustained by the Company for the maintenance, storage and/or sale of the said Products, and/or waste disposal and/or possible closure of customs procedures (if any) shall be charged to the Customer. It is hereby understood that the Company shall

assume no liability as for the custody of the said Products. Therefore, during the entire period while the Products stay on the Company's premises, the Company shall have no liability towards the Customer for any deterioration, theft, alteration or damage of any nature whatsoever suffered by the said Products (Article 5.6 applies).

- 17.7 The above provisions shall also apply to Products which have been damaged as a result of the performance of the Tests and/or in general to Products which reached the Company premises already incomplete and/or damaged; in such case, the aforesaid 30 (thirty) days period shall start from the date in which the said Products have been received. All negotiations on compensation for damage caused to Products by transportation shall be in charge of the Customer only.
- 17.8 To the extent that Czech law is applicable, the Parties hereby expressly exclude the application of Section 2944 of the Czech Civil Code.

18. Price, Terms of Payment and Invoicing

As far as Testing Services are concerned, the Price, as set forth in Article 2 above and indicated in the Quotation shall be considered as reservation fee. The relevant invoice shall be sent by the Company along-with the Definitive Reservation and shall be paid by the Customer within 15 (fifteen) days of the invoice date. The Tests shall anyway not be commenced in lack of receipt of the payment of the reservation fee.

19. Access for Customer Personnel to the Company Premises

- 19.1. The Customer shall ask for the Company Representative's written authorisation for Customer's personnel or any possible guests who should be present during the Tests carried out by the Company ("Customer Personnel"). For this purpose, the Customer shall submit to the Company in writing the details of the persons willing to be enabled to enter the Company premises. The entry shall be forbidden to unauthorized persons.
- 19.2. The Customer hereby represents and warrants that any Customer Personnel accessing the Company premises, shall be regularly employed, paid and insured, provided that the Company shall be held safe and harmless against any claims and/or requests that the said Customer Personnel and/or third parties may ask the Company due to any reasons whatsoever. The Customer shall therefore be considered fully liable for the conduct of the Customer Personnel towards the Company and any third parties.
- 19.3. It is understood that the Customer Personnel authorised to access the Company premises in compliance with Article 19.1 above, shall abide by laws applicable in Company's Country, regulations and internal policies in force in the Company, including access rules and policies, also complying with all safety, health and environmental protection obligations thereby foreseen, as specified in Articles 4 and 21.
- 19.4. Use of cameras, video cameras, cine-cameras etc. shall be strictly forbidden on the Company premises, unless authorised in advance in writing by the Company Representative.

20. Deliverables

- 20.1 Following the performance of the Testing Services, the Company shall issue a test summary, called Test report, consisting of a front sheet, information page, table of contents, identification of the tested Products, Test arrangements, general information, circuits applied, measurements and photographs (hereinafter the "**Test Report**"). The said document shall neither be intended to certify the compliance of the tested Products with any law or regulation nor shall it constitute a warranty as to the adequacy or quality of the design or construction of the Products: such Test Report shall consist of a mere description of the performed Tests and the relevant results, unless otherwise agreed in writing by the Parties. The Test Report shall be drawn-up in English. The Test Report shall be sent to the Customer by the Company, to the address indicated in the Service Agreement, unless otherwise agreed in writing by the Parties.
- 20.2 The Company shall provide the Customer with any further technical document, different from the Test Report (e.g. the so-called Type Test Certificate), only if specifically foreseen in the Service Agreement.

21. Health, Safety and Environment

- 21.1 The Customer shall be provided in advance with any information regarding the Company policies in force, pertaining to the Company's best practices, safety, labour hygiene and respect for the environment. The Customer shall comply with and shall procure that Customer Personnel complies with the said regulations, also with reference to the rules and policies in force regarding the access to the Company premises. The Company also reserves the right to give specific instructions based on the type of scheduled Tests, which the Customer shall also comply with and shall procure Customer Personnel complies with. Customer and/or Customer Personnel may be asked to sign documents confirming such obligations.

- 21.2. The Customer, availing itself of suitable professionals, fully informed on and trained for the assigned tasks, shall be allowed to carry out operations – e.g., set-up operations - on its Products on the Company premises, with the prior written authorisation issued by the Company Representative upon request and, anyway, without prejudice to the Customer's full, sole liability. The said authorised operations shall be carried out in compliance with times and methods to be agreed with the Company, in order to interfere with the Company activity less invasively as possible. In carrying out the said operations, the Customer undertakes to comply with laws and regulations in force in the Company as well as any laws applicable in Company's Country. Pursuant to Article 17.2 above, the Customer shall provide the Company Representative (by way of example: the person in charge of logistic support, as for assembly and disassembly operations; the Test engineer, as for Test activities) with the name of such professionals.
- 21.3. The Customer declares and warrants that its Products, as well as any instrumental activity in charge of the Customer, are not dangerous. Should any Products or any instrumental activity be dangerous or should the Customer reasonably doubt on the risks connected with the execution of the Testing Services (possible explosion, fire, disintegration, development of gas or toxic fumes, radioactive emissions, etc., both during the Tests and during preliminary or follow-up operations), the Customer undertakes to inform the Company in advance in writing and to provide the latter, prior to the delivery of such Products, with suitable documentation, in order any necessary precaution to be adopted against any damaging consequences. In such events, the Company shall have the right to terminate the Service Agreement, with no Customer right to indemnity and/or compensation for damages; or, should not the Company exercise the said right, the Customer shall be bound to stipulate adequate insurance policies against damages to people and property deriving from dangerous Products or instrumental activity, during the stay on the Company premises. The Customer shall also comply with all specific instructions given by the Company personnel in order for the operations to be carried out in the safety conditions set forth by any applicable laws and the Company instructions and policies. However, the Customer shall retain any and all liability for damages caused by the Products while at the Company premises (Article 5.6 applies).
- 21.4. The Customer, also with reference to the Customer Personnel present at the Company's premises, hereby declares and warrants to be regularly insured against accidents. The Customer, upon Company's request, shall give evidence of its compliance with all the mandatory insurance laws in force. Moreover, the Company reserves the right to bind the acceptance of the Service Agreement to the Customer submission of an adequate insurance policy against damages to people and property, caused by Customer's Products on the Company premises.

22. Liabilities

- 22.1 The Company will re-perform Tests at its expense, in the event that any such Tests, within 6 (six) months after the date of performance, under penalty of forfeiture, are found to have been executed other than in accordance with applicable professional standards, to the exclusion of any Customer's right to further compensation and/or indemnity, which the Customer acknowledges and expressly accepts (Article 5.6 applies).
- 22.2 With no prejudice to the above, Customer's liability for damages caused to properties by its Products present on the Company premises shall be only excluded in case: (i) damages are a direct consequence of experimental laboratory activities; and (ii) the Customer has diligently informed the Company about any risks connected to such Products; and (iii) the Customer has operated with due diligence in the Products set-up operations and any other operation performed by the same Customer. Should the suspensions of the Company's operations be caused by the emission of polluted gas or powders in the laboratory area in connection with the performance of the Testing Services, the relevant remediation costs shall be charged to the Customer, without automatic extension of the Testing Services term.

23. Termination and Suspension

23.1 In addition to the provisions set forth in Article 8 above, the Company shall have the right to terminate the Agreement also upon occurrence of any of the following events:

- (a) the Customer breaches a provision on health, safety in the workplace, environmental protection and waste management according to Article 21 above;
- (b) the Customer is in default according to Article 15.3 and Article 17.3 above.

Should the Service Agreement for Testing Services be terminated, for any reason whatsoever, the Company shall have the right to apply penalties, and to claim for compensation of any further suffered damages.

23.2 The Company shall also have the right to suspend the execution of the Service Agreement for Testing Services, in case the Customer:

- (c) should not be in compliance with the terms of payment provided in Articles 18 above.
- (d) should not comply with obligations set forth in Article 17.6 and 21 above.

As acceptance

(stamp and
signature)

Pursuant to Articles 1341 and 1342 of Italian Civil Code (to the extent that Italian law is applicable) or in accordance with Section 1753 of the Czech Civil Code (to the extent that Czech law is applicable), the following articles are specifically, singly approved: art. 14 (Area of Application, Definitions, Important Documents), art. 15 (Reservations, Renunciation, Delays); art. 16 (Additional Obligations), art. 17 (Tests Performance), art. 18 (Price, Terms of Payment and Invoicing); art. 19 (Access for Customer Personnel to the Company Premises), art. 21 (Health, Safety and Environment); art. 22 (Liabilities); art. 23 (Termination and Suspension).

As acceptance

(stamp and
signature)