



Nemko Group Product TIC Legal & Commercial Terms

1. Scope of application

These Legal and Commercial terms ("the Terms") apply for Nemko's provision of the Services to the extent not otherwise agreed in to writing between Nemko and the Customer, hereinafter referred to as Party in singular and Parties in plural.

2. Scheme Requirements

Nemko's services shall be provided in accordance with the agreed scope of work, always included the general Nemko Product TIC Scheme Requirements and any relevant special scheme requirements ("the Services").

3. Legal venue & choice of law

These Terms and the provision of the Services shall be governed and construed in accordance with the laws of the Nemko legal entity which issues the quotation, without regard to principles of conflicts of law. Any dispute arising in relation to or as a consequence of these Terms or the Services concerned, which cannot be settled amicably through negotiations between the parties, shall be brought exclusively before the courts of this Nemko legal entity.

4. Postponement & cancellation

Customer may postpone or cancel agreed services, subject to proper advance notification to Nemko. The details of re-scheduling must be agreed with Nemko. In case of postponements or cancellations, and unless otherwise agreed between the Parties, the following applies:

- a) For postponements or cancellations made more than 15 working days prior to the scheduled start date, no fees apply. However, Nemko reserves the right to charge for expenses (for instance travel and accomodation) that are not refundable.
- b) For postments or cancellations made between 15 and 5 working days prior to the scheduled start date, Nemko reserves the right to charge 50% of the agreed fee for the Services. However, Nemko reserves the right to charge for expenses (for instance travel and accomodation) that are not refundable.
- c) For postponements or cancellations made less than 5 working days prior to the scheduled start time, Nemko reserves the right to charge the agreed fee for the Services in their entirety.

5. Invoicing

Nemko reserves the right to invoice line items fully or partially as they are completed prior to overall project completion, or in case the project takes more time than planned. Note that report items will also be invoiced when draft reports are issued and awaiting comments from client.

- a) If the Customer has any objections to the invoice, such objections must be made in writing to Nemko within 14 days after receipt of the invoice. The Customer accepts that objections to the invoice raised later than 14 days after receipt of the invoice are considered time-barred.
- b) The Customer is not entitled to offset any amount owed to Nemko against amounts owed to the Customer.
- c) Payment of invoices shall take place within 30 days from issuance.



Nemko Group Product TIC Legal & Commercial Terms

- d) Without prejudice to any other rights or remedies, if the Customer fails to pay Nemko on the due date, Nemko may:
- i. Charge interest on such sum from the due date of payment at the monthly rate of 1,5%, accruing on a daily basis and being compounded monthly until payment is made; and
 - ii. Suspend all services until payment has been made in full. Notwithstanding any such suspension of the services, the Customer shall pay Nemko for all rendered services by Nemko up to the date of suspension, plus all documented interest and necessary suspension costs and non-reimbursable expenses incurred by Nemko; and reimburse Nemko for all costs and expenses of collection of the invoiced amount, including reasonable legal fees.

6. Misrepresentation

The reports or certifications issued by Nemko are based on conformity assessments where reasonable assurance is established through application of a pre-defined methodology that a product or a system meets applicable requirements. The reports and certifications do not represent technical due diligences, and shall not be used for due diligence, valuation or other activities as part of mergers and acquisitions. Nemko waives all and any responsibility for Customer's or third parties' reliance on reports or certificates for such purposes.

7. Indirect losses

Nemko shall not in any way be liable towards the Customer for any of the Customer's consequential or indirect losses arising from or in connection with these Terms, the performance of the Services concerned or the issued reports and certifications, including but not limited to interruption of loss of use, business, contract or revenue, loss of goodwill, loss of profit or anticipated profit, loss of production, delayed market access, wasted overhead, cost of substitute equipment, recall costs, downtime costs, product liabilities or other special, punitive or other forms of indirect losses, howsoever they may arise, whether under contract, tort (including negligence), strict liability or otherwise.

8. Limitation of liability and indemnification obligations

UNLESS OTHERWISE SET OUT IN THE APPLICABLE SERVICE AGREEMENT, AND EXCEPT IN CASE OF INFRINGEMENT OF THIRD PARTY IPR, IN CASE OF BREACH OF APPLICABLE CONFIDENTIALITY OBLIGATIONS, OR IN CASE OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, FRAUDULENT MISREPRESENTATION OR OTHER SIMILAR CIRCUMSTANCE FOR WHICH A PARTY MAY NOT LAWFULLY LIMIT ITS LIABILITY UNDER THE AGREEMENT'S APPLICABLE LAW, THE MAXIMUM CUMULATIVE LIABILITY AND INDEMNIFICATION OBLIGATIONS OF NEMKO ARISING FROM OR IN CONNECTION WITH THESE TERMS OR THE PROVISION OF THE SERVICES, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR IN STRICT LIABILITY, SHALL BE LIMITED TO USD 100,000 (ONE HUNDRED THOUSAND US DOLLARS).

9. Force majeure

Neither Party shall be in breach of these Terms, nor liable for any failure or delay in performance hereunder if the cause of such failure or delay is attributable to events beyond reasonable control of the affected Party, including but not limited to armed conflict, terrorist attack, civil war, riots, toxic hazards, epidemics, pandemics, natural disasters, extreme weather, fire, explosion, failure of utility service, labour disputes, breakdown of infrastructures, including outages or disruptions in telecommunications systems and similar, cyber-attacks despite market standard preventive and mitigating actions having been taken, sanctions, or



Nemko Group Product TIC Legal & Commercial Terms

any public restrictions following any of the incidents above; or any other incidents beyond reasonable control (force majeure). In the event of a force majeure occurrence, the affected Party shall notify the other Party without undue delay of the particulars of the situation. Obligations suspended due to Force Majeure will resume within reasonable time once the event ceases, unless terminated pursuant to this clause. Either Party shall be entitled to terminate the Agreement with immediate effect should the force majeure endure for more than 30 calendar days.

10. Sanctions, embargos and trade restrictions

Each Party may terminate these Terms and the provision of the Services, with immediate effect, without any liabilities or penalties, if the Party, its ultimate parent company or the ultimate parent company's subsidiaries or affiliates can demonstrate that they are subject to sanctions, embargo or penalties by a government, United Nations, European Union or similar organisations related to the Services which are provided hereunder or that they would be considered to be illegal or in conflict with applicable law.

11. Compliance

Each Party shall in its conduct of business related to the Services, comply with applicable law, in particular applicable anti-bribery law. Nemko shall be authorized to suspend its provision of the Services should Nemko or its personnel encounter unacceptable threats to integrity or the impartial provision of the Services.

12. Third party rights

No one other than the Parties, their successors and permitted assignees, shall have any right to enforce the rights set out in these Terms. No person other than the Parties to the Agreement shall have any rights under declaratory legislation or background law which give third parties rights to enforce or enjoy the benefit of any of these Terms. The rights of the Parties to agree any amendment or waiver under these Terms are not subject to the consent of any other person. In case third parties initiate legal proceedings against Nemko in connection with the Services, Nemko shall be entitled to initiate a recourse claim against Customer before the court concerned.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or competent authority, such provision shall be severed to the extent necessary, and the remaining provisions shall remain in full force and effect. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid one that most closely reflects the original intent and commercial purpose of the invalid provision.