

## 1. Purpose of the General Terms and Conditions

The purpose of these General Terms and Conditions is to provide for the detailed rules of the general elements of the contract between TÜV Rheinland InterCert Kft. (hereinafter: "TRI") and the Customer requiring its services (hereinafter: "Customer") for the provision of TRI's services in order to ensure that only the specific terms and conditions are provided for in the single contracts (contracts of agency) entered into with Customers.

TRI's services provided under the contracts of agency shall include but not be limited to the following: technical audit and review, technical supervision, product audit and certification, training, personal certification, system certification and all other services that may become necessary during the performance of the contract, such as consultation, the provision of information, travel, forwarding, customs clearance, etc.

TRI shall provide the aforementioned services as an independent professional party pursuant to the Customer's requirements and procedures and in accordance with the applicable laws, standards and other administrative regulations as well as its own internal procedures, Testing, Audit and Certification Rules (TACR), System Certification Rules (SCR), Personal Certification Rules (PCR), and System Certification Rules for Medical Aid Manufacturers (SCRMAM). No further business or other circumstances shall affect its activities and the contents of the documents generated in relation thereto.

The General Terms and Conditions constitute an integral part of the contract of agency and are available for download from TRI's website ([www.tuv.hu](http://www.tuv.hu)). At the Customer's express request, the General Terms and Conditions shall also be made available in hard copy prior to the approval of the contract of agency for review. By signing the contract of agency, the Customer also accepts the General Terms and Conditions.

Should there be a contradiction between the provisions of the contract of agency and those of the General Terms and Conditions, the provisions of the contract of agency shall prevail.

The Customer's General Terms and Conditions, if any, shall only constitute part of the contract of agency if this is expressly agreed by the parties in such contract of agency.

## 2. Inception of the Engagement

### 2.1. Request for proposal

TRI shall only provide the services as requested and if a contract of agency is executed in writing. The request for proposal shall contain the information necessary for service provision and for the definition of the scope of such services. A proposal may be requested by accurately completing the request for proposal questionnaire designed for this purpose by TRI or by post, fax, email and through personal consultation, where necessary. The Customer shall be responsible for the veracity, accuracy and timeliness of the information included in the request for proposal and its attachments.

### 2.2. Proposal

TRI shall prepare proposals based on the available information, having regard to the nature of the services to be provided and in full compliance with the applicable regulations.

The scope, price and deadline of TRI's proposal may be subject to change based on an agreement with the Customer until the contract of agency is executed.

Unless prohibited by another regulation, TRI is entitled to prepare several versions of its proposal and to offer other optional services in addition to the core services.

TRI shall deliver the proposal or the draft contract of agency to the Customer's address specified in the request for proposal in writing, by post, fax or email. The proposal shall not be valid unless delivered in writing.

The fees payable for the services included in TRI's proposal shall not depend on whether appropriate performance yielded the result desired by the Customer.

TRI shall define the validity of the proposal therein. Should TRI fail to define the term of validity, in the case of a proposal submitted to an absent party, in view of the nature and complexity of the contract, the proposal shall remain binding upon TRI until the Customer could respond to the proposal without delay upon receipt of the proposal within a reasonable deadline, but for no more than 30 days after receipt of the proposal by the Customer. In the event that the Customer accepts the proposal after the expiry of validity, TRI shall be entitled to modify the contents of the proposal or refuse to enter into a contract corresponding to the delayed proposal.

### 2.3. Conclusion of the contract of agency

The Customer may be free to choose from the versions of proposal and the offered additional services the ones that best suit his needs. The Customer shall communicate his choice to TRI by selecting the appropriate proposal, by completing and duly signing the proposal Sheet or the contract of agency and by returning it to TRI. The contract of agency shall be concluded pursuant to its provisions by returning the approved and signed proposal Sheet or contract of agency within the validity of the proposal. TRI shall send a confirmation of order to the Customer about the conclusion of the contract of agency.

The contract of agency may be concluded in a manner other than above. Specifically, TRI shall be liable to provide the services based on a paper-based confirmation of order issued on the basis of the written acceptance of an exclusively paper-based written contract of agency or written proposal.

If the contractual terms and conditions change due to an alteration in the Customer's needs (e.g. new sample), TRI shall send a draft proposal of modification containing the necessary changes in the fee and/or the deadline and the Customer shall approve or reject such modification in writing within 8 days. In the absence of an agreement, the validity of the proposal shall expire within 30 days.

### 3. Services

The scope of the services shall be governed exclusively by the written contract of agency / written proposal agreed and approved by the parties and its written acceptance as well as the attached confirmation of order.

If services other than the ones specified in the contract of agency or the confirmation of order are required, the parties shall modify the contract of agency.

In the event that service provision breaks off at the Customer's request or due to reason(s) arising within the Customer's scope of responsibility (e.g. the audit sample becomes defective), TRI shall record any such instances and notify the Customer without delay as necessary, and shall also send an invoice for its expenditures pro-rated to partial performance (audit fee and expenses). In the event that the Customer removes the obstacle before service provision within the deadline specified in the proposal, TRI shall continue the procedure. In such cases, the deadline for TRI's performance shall be extended in compliance with TRI's workload at that time. Should it become necessary to modify the original contractual terms and conditions (e.g. if the specification of the audit sample is changed), the audit shall only be continued once the contract of agency has been amended.

If service provision breaks off (with the exception of the case referred to in the previous paragraph), the Customer shall represent in writing within 8 days whether or not it still requires service provision. In the event of a failure to make such representation or a negative statement, the contract of agency shall be terminated and TRI shall close and invoice the services at the actual level of completion. Should there be a difference between the previously transferred fee and the amount of the final invoice for any reason, the contracting party obliged to pay shall be liable to transfer such difference to the other party within 8 days.

The contract of agency shall be performed in accordance with the generally accepted rules of the given business activity and after due consideration of the regulations in force as of the time of performing the assignment, unless agreed otherwise in writing. Any performance that is appropriate pursuant to the rules hereunder shall be regarded as contractual performance even if it yields results that are unfavourable for the Customer. Should the relevant requirements change during service provision, the contractual terms and conditions may change. In such cases, performance may only continue after the amendment of the contract.

### 4. Performance deadlines

The performance deadline envisaged in the contract is determined on the basis of the data provided by the Customer. Performance deadlines are only binding upon TRI if they are expressly accepted by TRI as such in writing. TRI shall only pay compensation for a failure to observe the performance deadline if the Customer has expressly communicated his interest in the observance of the deadline by no later than the execution of the contract. The Customer's default in fulfilling his own obligations precludes TRI's default (in complying with the deadline) at the same time.

### 5. Rights and obligations of the parties

The Customer and any third parties acting on his behalf shall cooperate with TRI in the interest of completing service provision.

The Customer shall perform his own activities necessary for performance and have its helpers or cooperating third parties perform the same in a timely manner and free of charge.

The Customer shall make available all documentation, audit samples, information, communication channels, auxiliary materials and aids, etc. necessary for performance free of charge. The Customer's cooperation shall comply with the applicable laws, standards, security measures and accident prevention regulations at all times.

The Customer shall bear all additional expenses that result in a delay or repetition of the work due to the following:

- provision of late, inaccurate or incomplete data
- non-contractual or irregular cooperation
- modifications at the Customer's initiative following the execution of the contract
- late, inappropriate or defective audit sample.

Even in the case of a fixed or capped price, TRI shall be entitled to charge any extra expenses provided that such extra expenses are agreed with the Customer in advance, are necessary and reasonable and after they are duly documented in detail.

TRI shall act in accordance with the Customer's instructions but such instructions may not apply to the organisation of work or render the performance of the contract more cumbersome. Should the Customer give any unreasonable or unfeasible instructions, TRI's professionals shall warn the Customer about this. If, however, the Principal (Customer) insists on the instructions despite such warning, TRI may rescind the contract.

If the services are to be provided at a location designated by the Customer, the Customer shall make such location available to TRI in a suitable condition. TRI may refuse to commence work until the Customer complies with this obligation. If the Customer fails to comply with the aforementioned obligation within the reasonable deadline set by TRI, TRI may rescind the contract and shall be entitled to a penalty and may also claim damages. The amount of the penalty is provided for in section 11 of these General Terms and Conditions.

### 6. Confidentiality

The Customer understands that TRI may disclose information obtained in relation to its statutory or administrative reporting obligations and pertaining to the audit, review and certification process, and TRI may provide information, documents, etc. relating to the contract entered into with the Customer and the subject matter thereof to the accreditation body or any other authority or professional

organisation upon request of the latter. This shall include, in particular, information and documents about the conduct of audits, the granting and withdrawal of permits, the licensing procedures, the certificates, etc. as well as the events and actions directly or indirectly connected to the audited products and/or quality management systems in the course of the protection against exposure.

In all other respects, TRI and the Customer shall treat all information obtained by them by virtue of the relationship between them as strictly confidential business secrets. TRI and the Customer are liable to manage all facts, data and information obtained by them in relation to the contract of agency separately and in a way that no third party can have access to them. TRI may make copies of the written documentation necessary for the performance of the assignment for its archives and may store the information received from the Customer electronically in a way that it is not accessible to third parties.

TRI is liable to treat the personal data forwarded to it pursuant to the contract of agency in accordance with the laws on the protection of personal data, in particular Act LXIII of 1992.

## 7. Copyrights

TRI shall remain the owner of all copyrights and shared copyrights associated with the expert opinions and audit results, etc. prepared by TRI. The Customer may only use the expert opinions and audit results, etc. prepared within the assignment for the purposes specified in the contract of agency.

## 8. Acceptance of performance

TRI shall inform the Customer about the completion of the services and the Customer shall accept the same

- by signing the “Certificate of Performance” or
- by delivering the documents of the services performed (audit protocol, certificate, license, etc.) to the Customer in person or by sending them by registered mail, fax or email.

In the event that TRI's services are severable, the Customer shall also be liable to accept partial performance and shall be subject to a payment obligation pro-rated to the value of services performed from the date of acceptance. TRI may submit each completed part of the severable services to the Customer for acceptance as partial performance. The person duly authorised to represent the Customer shall send the Certificate of Performance to TRI without delay, but not later than within 8 days.

Should the Customer refuse to accept TRI's performance, he shall notify any complaint and its justification in writing without delay but not later than within 8 days of receipt of the audit document or certificate, etc. Where performance has been appropriate, the Customer may not raise complaints on the grounds that TRI's performance yielded unfavourable results.

If the Customer does not raise any written complaint, TRI shall regard the performance to be accepted within 8 days. If the Customer accepts the performance while being aware of a breach of contract, it may reserve the right to enforce any claims arising out of such breach of contract. In the case of a written complaint, the parties shall endeavour to reach a mutual agreement.

## 9. Terms of payment

The assignment and other fees specified in the contract of agency shall be paid against an invoice, unless provided otherwise in the contract of agency.

The fee provided for in the contract of agency shall be due whether or not TRI's appropriate performance yields favourable results for the Customer.

TRI shall be entitled to issue the invoice upon receipt of the Certificate of Performance or when performance must be regarded as accepted pursuant to the provisions of section 8 of these General Terms and Conditions.

No offsetting against the invoiced amount is allowed unless separately agreed on in writing.

The Customer may file complaints against the invoice within 8 days of receipt.

In the event that TRI undertakes to provide services to a Customer that has an overdue debt to TRI, the latter shall be entitled to perform the services in parts, provided that this is allowed by the nature of the services. TRI may withhold partial performances until the Customer pays the overdue debt to TRI or pays the consideration due for the work already delivered by TRI.

In the event that the Customer hands over the Certificate of Performance to TRI and files no complaints against TRI's performance but fails to comply with the fee payment obligation within 15 days following the due date, TRI shall have a right of lien over Customer's assets that have been transferred to TRI's possession pursuant to the contract of agency. The right of lien is established by a statement to that effect, to be sent by TRI to the obligor of the lien.

In the event that the Customer fails to comply with his payment obligations by the due date, he shall also be liable to reimburse all costs incurred by TRI in the course of the procedure for the collection of its rightful receivables.

In the event that the Customer only complies with his payment obligations after the due date, TRI shall be entitled to charge default interest in accordance with the provisions of the Civil Code in force at the time concerned.

In the event that the Customer provided inaccurate data, or conditions that are materially different from the ones applicable as of the date of signing the contract of agency exist at the time of performance, TRI may modify its expenses in accordance with the actual data and may request reimbursement of such expenses or the amendment of the contract of agency accordingly.

**10. Liability**

TRI only accepts liability exclusively for services performed pursuant to a written agreement.

TRI's obligation to pay compensation for any material and financial losses or damages caused in relation to the contract of agency may not exceed HUF 5 million, unless provided otherwise by the applicable law or the rules of the given certification system. The limitation of the compensation obligation shall not apply to cases resulting from any intentional conduct, gross negligence or an offence or if the life, bodily integrity or health of any person has been impaired.

In the event that TRI's Certification Organisation, at the Customer's request, prepares a plan or conducts a procedure containing technical or economic solutions that are not used or unknown in Hungary, the compensation obligation shall be limited to 10% of the fee for the assignment as per the contract of agency.

TRI shall not be responsible for the actions of individuals appointed by the Customer as helpers in the course of the audit of the Customer's products or the inspection of the equipment operated by the Customer, unless they are regarded by TRI as its own aids. In the event that TRI regards these individuals to be its own aids, it shall issue a written statement to that effect and in the absence of such written statement TRI shall not be held liable for any damage caused by such individuals. In the event that TRI assumes no responsibility for the actions of the aids appointed by the Customer in accordance with the foregoing, the Customer shall also exempt and hold harmless TRI from and against any third party claims in this regard.

TRI shall only be responsible for the accuracy of the Customer's services, data and drawings or any statements made by the Customer's assigns or any loss or damage resulting there from if such data, drawings and/or statements have been approved by TRI's Certification Organisation in writing during the audit/certification procedure.

The term of limitation of the compensation obligation shall be governed by the Civil Code and other applicable laws.

TRI reserves the right to involve (an) external professional(s) in the performance of its obligations under the contract of agency who shall have the same obligations as TRI's own employees; and TRI shall have the same responsibility for the work of such external professional(s) as if it had been performed by itself.

TRI only assumes responsibility for official statements and information published by the organisation in writing.

**11. Termination of the contract of agency**

The contract of agency shall terminate

- if terminated by the parties' mutual consent
- by withdrawal if either party is entitled to withdraw from the contract of agency under these

General Terms and Conditions, the contract of agency or any applicable law

- by serving notice of termination by either party
- by dissolution of either party without a successor or by the death of a natural person Customer
- by loss of capacity of a natural person Customer
- if the engagement becomes unnecessary
- if the contract of agency is for a definite period, upon expiry of such definite period, and
- if a competent court orders the commencement of bankruptcy or liquidation proceedings against either party.

If the Customer withdraws from the contract of agency or if TRI's withdrawal is due to a reason arising in the Customer's scope of responsibility, or if the reason for withdrawal is attributable to the Customer's conduct, TRI shall be entitled to a penalty. The amount of penalty shall be 10% of the fee specified in the contract of agency.

The Customer may not exercise his right of withdrawal under the contract of agency where he is unable to return the services received due to the nature of the services provided by TRI. The Customer may terminate the contract of agency in writing at any time with immediate effect but is liable to provide the reasons for termination. In such cases, the contract of agency shall terminate as of the date on which TRI is notified about the termination. Upon entry into force of the Customer's notice of termination, TRI shall become entitled to the consideration for the already performed parts of services as well as to penalty corresponding to 10% of the pro-rated part of the fee lost due to termination of the contract of agency by the Customer, unless such termination is due to TRI's fault. TRI may raise an objection against the termination of the contract of agency within 15 days of the notification thereof and clarify the information indicated as the reason for termination.

In the case of a serious breach of contract by the Customer, TRI is entitled to terminate the contract of agency in writing with immediate effect but is liable to give reasons for termination. The Customer may raise an objection against the termination of the contract of agency within 15 days of notification and clarify the information indicated as the reason for termination. Even in the case of termination with immediate effect by TRI, TRI shall be entitled to the consideration for the already performed parts of services as well as to penalty corresponding to 10% of the pro-rated part of the fee lost. If, however, the contract of agency is terminated without good reason, the damage caused shall be compensated.

In the case of the termination of the contract of agency for any other reason, the parties shall settle accounts with each other and TRI shall be entitled to the amount of the assignment fee pro-rated to its performance.

## 12. Amendment of the contract of agency

The amendment of the contract of agency or the services included in the confirmation of order constituting a part thereof or the use of any further services shall require a written agreement in all instances. The agreement shall contain the required or modified service, the applicable fee and its conditions. The agreement shall be accepted by both parties and shall be attached to the contract of agency.

TRI may initiate the amendment of the contract of agency if changes occur in the conditions thereof that significantly affect the expenses incurred in relation to the provision of service. In the event that the Customer rejects the documented, reasonable and necessary additional expenses and the amendment of the contract of agency without a good reason, TRI shall be entitled to refuse to perform the next phase of service provision. Any resulting disadvantages shall be borne by the Customer.

TRI shall be entitled to initiate the amendment of the contract of agency if changes occur in the international standards applicable to its activities and/or the regulations of the accreditation bodies that affect the subject matter of the contract of agency.

## 13. Miscellaneous provisions

The place of performance shall be the location where performance takes place according to the contract of agency and in all other cases, TRI's registered office or site/branch office.

All amendments of and additions to the contract of agency, including the modification of a clause, shall be made in writing.

Should the terms and conditions or certain or some of the provisions of the contract of agency become invalid, this shall not affect the validity of the other provisions. The invalid provision or partial provision shall be replaced by a provision that corresponds to the meaning and purpose of the invalid provision and is approved by the parties in writing.

The contracting parties intend to settle any disputes primarily by negotiation and agreement, unless the parties would not have entered into the contract of agency without the invalid provision.

## 14. Liability insurance

TÜV Rheinland InterCert Kft. shall hold a valid liability insurance agreement for an appropriate amount concluded with an insurance firm established in the Republic of Hungary to cover all claims arising out of any damage caused to the Customer as a business operator or to any other third party during its business, including the business of its compliance assessment staff.

**TÜV Rheinland InterCert Kft.**

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