

Terms and Conditions for Services of the Institute for International Product Safety GmbH

1. Scope

- 1.1 These terms and conditions (“**Terms and Conditions**”) govern the contractual relationship between the Institute for International Product Safety GmbH (“**I²PS**”) and its clients (“**Client**”) pertaining to the Services (defined in section 2.1).
- 1.2 All Services of I²PS are subject to these terms and conditions.
- 1.3. Notwithstanding any language to the contrary in the Buyer’s standard terms and conditions of purchase, in any purchase order, any correspondence or any other form of acknowledgment, the Client shall be bound by these terms and any other terms and conditions are hereby expressly rejected and excluded.
- 1.4. I²PS shall only be bound and an agreement for the sale of Services between I²PS and the Client on these Terms and Conditions shall only be concluded once I²PS accepts, in writing, any purchase order(s) placed by the Client for any Services or I²PS start performance of the Services without objection (the “**Acceptance**”).
- 1.5 No variation to these Terms and Conditions shall be binding unless agreed in writing by an authorised representative of I²PS. Prior dealings, usage of the trade shall not be relevant to determine the meaning of this contract. 1.3These terms and conditions apply to all current and future business relations bet

2. Performance object and scope

- 2.1 I²PS provides testing Services in the fields of electrical engineering, electronics and environmental requirements including but not limited to:
 - Testing of low-voltage devices and power distribution systems for low voltage and medium voltage
 - Implementation of environmental simulations and EMC tests
 - Material testing and consulting
 - Motion analysis
 - Calibration services
 - Mediation services within the scope of the licensed service (“**Services**”)
- 2.2 The performance scope, including but not limited to the test object, the applicable testing standards and the testing programme to be conducted, will be agreed to separately by the contracting parties in the individual orders as per section 3 below.
- 2.3 Notwithstanding the provisions in the respective order, the Client is solely responsible for the functionality and usability of the test samples and any related products ; for the avoidance of doubt I²PS does not assume manufacturer’s responsibility for the products of the Client this remains with the Client.

3. Offers and order placement

- 3.1 Except as expressly provided otherwise by I²PS, all offers of I²PS regarding Services are subject to change.
- 3.2
- 4. Performance of contractual Services**
- 4.1 The Client will provide I²PS with specimens, samples and other objects of investigation ('test samples') in sufficient number and free of third party rights and/or encumbrances.
- 4.2 The test samples shall be delivered to I²PS at cost and risk of the Client and on the agreed upon delivery dates.
- 4.3 The Client must provide to I²PS the information necessary for testing, documentation and any product-specific devices, including but not limited to :
- The information necessary for testing (clear and comprehensible descriptions of the test object with drawings, parts lists or other means of documentation that fully describe the state of manufacture and features/qualities), documentation and any product-specific devices must be provided to I²PS.
 - The use of hazardous substances which may leak from the test samples during the test in gaseous, liquid or solid form and/or which require special care in handling must be indicated.
 - Elevated risks known in advance must be indicated.
 - If available, manuals and identity certifications of the test samples and underlying products must be made available.
 - The test sample must be prepared according to the technical specifications of I²PS in order to ensure a smooth test setup and sequence.
 - All auxiliary equipment and fixtures not present at I²PS must be provided no later than the date of delivery of the test samples.
- 4.4 I²PS will only carry out the tests provided the test sample can be set up using the included setup and operating manual without special knowledge by I²PS. If the information provided by the Client does not allow setup and safe operation, the Client will make knowledgeable personnel familiar with its products available to ensure setup/assembly, adjustment and commissioning as well as functional checking of the test samples for the time required by I²PS at no additional costs.
- 4.5 If the Client does not provide the information required pursuant to item 4.3 or if the Client does not fulfil its duty to cooperate in accordance with item 4.4 within a week of receipt of written notice from I²PS, I²PS is entitled to a unilateral right of termination without incurring any liability.
- 4.6 I²PS is entitled to perform the contractual Services using qualified subcontractors as long as I²PS informs the Client and no objection is received within one week of the date of notification.
- 4.7 Upon written request, the Client is entitled to participate in the tests and view the test documentation of I²PS.
- 4.8 Unless otherwise agreed between the contracting parties, the dates and deadlines contained in the offers of I²PS are estimates based on the assumption of timely and comprehensive fulfilment of any obligations by the Client. . Timely receipt of all documents, necessary permits and approvals to be provided by the Client as well as compliance with the agreed terms of payment and other obligations of the Client is required to meet the delivery dates indicated by I²PS. If Client does not fulfil the respective obligations, the timelines for performance of Services shall be extended accordingly.
- 4.9 Claims of the Client against I²PS due to delay or impossibility of contractual Services are excluded provided the delay or impossibility is based on circumstances beyond the reasonable control of I²PS. -. This applies in particular to force majeure and other events for which such as breakdowns of any kind, difficulties with the supply of power, transport delays, labour disputes, etc. Where technical possible and commercially reasonable the deadlines for performance of contractual Services shall be appropriate.

ately and reasonably extended or postponed in these cases.

- 4.10 The test sample is to be retrieved by the Client after notice of completion of the test at I²PS. In case of delayed retrieval, I²PS can at its discretion return, store or dispose of the test sample at the Client's costs.

5. Acceptance

- 5.1 The Client undertakes to promptly examine the contractual Services under this contract and to declare acceptance within a reasonable time, but no later than one week after receipt of the test report (acceptance period), in writing or by e-mail, provided that the agreed requirements are met and no defect as to quality exists.

- 5.2 If the requirements are met, the contractual Service shall be deemed accepted even if the Client does not declare acceptance or rejection explicitly within the acceptance period and I²PS has advised the Client of this at the beginning of the period.

6. Prices and payment terms

- 6.1 The prices are net prices in accordance with the relevant offer of I²PS. Any necessary freight or transportation costs, duties, taxes, handling charges and disposal costs plus VAT at the applicable rate will be charged to the Client, separately invoiced if necessary, unless otherwise expressly agreed in writing.

- 6.2 The prices of I²PS are based on the assumption that the tests can be conducted without interruptions, repetitions and other additional work due to the fault of Client and which goes beyond the agreed scope of work and/or the agreed test parameters. I²PS is otherwise entitled to a reasonable price adjustment and a deadline adjustment if required.

- 6.3 Changes in prices by I²PS are permitted if more than four months have lapsed between completion of the Services under the individual order and performance of the Service. The Client is entitled, in

this case, to terminate the order unless the increase does not exceed 5 % of the initially agreed price for the Service.

- 6.4 The agreed prices for the provision of test facilities and test equipment must be incurred by the Client even if the conditions for conducting the test are not met provided these failure is related to Client's fault (including but not limited to late delivery of the test sample/late arrival of employees of the Client).

- 6.5 If the tests are interrupted by the Client, the costs incurred up to that point will be invoiced to the Client on a pro rata basis, plus an administrative fee of 3 % of the agreed total price.

- 6.6 The Client to cancel the order in writing until one week before the agreed commencement of the test. In the event of a timely submission of a cancellation, an administrative fee of 3 % of the agreed total price or 100.00 Euros, whatever is higher will be invoiced to the Client. In case of late cancellation, the agreed total price will be due without deductions.

- 6.7 Unless otherwise agreed otherwise, Client payments are due within 30 days of receipt of the invoice without deduction.

- 6.8 If the Client fails to make any payments as and when they fall due under these Terms, Eaton may, without prejudice to its other rights charge interest on such overdue amounts at a rate of 8% above the European Central Bank's reference rate per annum from the due date to the date of payment in full...

7. Offsetting

The Client shall only be entitled to off set any payments due to I²PS in case of undisputed or legally valid claims.

8. Rights to performance results

- 8.1 All copyright and other intellectual property rights resulting from or in connection with the performance of the Services, including but not limited to the test reports, remain at the sole owner-

ship of I²PS. The Client receives a non-exclusive right to use the work results exclusively for internal purposes or for disclosure to competent authorities, courts and/or licensing bodies provided all payments due to I²PS have been made in full without any unjustified deduction.

8.2 The Buyer shall not disclose any work results of the performance of the Services parties without prior written consent of I²PS. The test report shall be disclose, reproduced and/or published only in its entirety and shall not be extracted.

8.3 I²PS remains entitled to the unfettered use at no charge of the ideas, experiences, concepts, tools, methods, programme development modules and techniques which the work results are based on and which I²PS used or developed in the performance of the Services. This applies notwithstanding the duty of confidentiality pursuant to item 11.

8.5 I²PS can archive the test results.

9. Claims for defects

9.1 I²PS warrants that the Services were performed in accordance with the agreed test programme and the recognised state of the art, including the compilation or the test results. .

9.2 Except for the express warranty set forth above, I²PS makes no other representations or warranties, express or implied, statutory or otherwise including but not limited to .

- Issuance of regulatory approvals
- Issuance of certifications and approvals by licensing bodies
- Licensing of test marks of third parties, in particular of licensing bodies
- Testing of completion procedures ("Fertigstellungsverfahren")n

9.3 I²PS's sole obligation and Client's sole remedy under the Warranty shall be, at I²PS's option and discretion, to a) either rework or replace at no additional charge, the defective Services (or the defective part of the Services s) thereof or b) offer the reduction of the price to the percentage attributable to the defec-

tive Service, or c) credit the Client the amount of the price attributable to the defective Service which is proved to breach such Warranty.

9.4 I²PS shall be entitled to two attempts of rework or replacement of the defective Service. Client shall only be entitled to demand a reduction in payment or a credit after these attempts remained unsuccessful or I²PS expressly agrees with the reduction or the credit.

9.5 Any warranty claim is subject to a one year time limitation from the start of the statutory limitation period. This does not apply when the defect results from intent or gross negligent or in case I²PS maliciously concealed the defect.

10. Limitation of liability

10.1 I²PS is not liable for damage caused to the test samples caused by the nature of the Services performed under these Terms and Conditions (eg. as short circuit or EMC tests).

10.2 Unless otherwise provided by these Terms and Conditions or expressly agreed otherwise Parties or , Any liability of I²PS shall be excluded to the extend possible under mandatory law applicable.

In no event, whether under contract, statutory law or tort, shall I²PS or its affiliated entities, officers, directors, employees, agents, be liable for indirect, incidental or consequential damages, including but not limited to loss of profit, loss of use, loss of production or penalty payments.

10.4. The limitations of liability shall not apply in the following cases

- a) liability in accordance with local Product Liability Law ["Produkthaftungsgesetz"];

- b) intent or gross negligence on the part of the owners, legal representatives or executives;
 - c) negligent injury to life, limb or health; or
 - d) negligent breach of fundamental obligations arising out or resulting of these General Terms and Conditions for Sale.
- 10.5. However, claims for damages arising from a breach as set forth in clause 10.4 d) shall be limited to the foreseeable damage which is intrinsic to the respective breach.

11. Confidentiality

- 11.1 “**Confidential Information**” means all information (whether communicated in writing, verbally, electronically or by any other means and whether communicated directly or indirectly), including information in connection with these Terms and Conditions and the transactions contemplated therein, or any related agreement, which by its nature is intended to be for the knowledge of the receiving Party alone, which is marked as “confidential” or “proprietary” or which is otherwise confidential, and all information concerning the business transactions and the financial arrangements of any Party with any person with whom that Party is in a confidential relationship with regard to the matter in question.
- 11.2. If not agreed otherwise in writing neither Party, including but not limited to its affiliated entities, owners, managers and employees shall, without the prior written consent of the disclosing Party, for any purpose other than the proper performance of its obligations under these Terms and Conditions make use of or disclose or permit the use or disclosure to any third party of any trade secrets or other Confidential Information, whether relating to the method of operation or business of the other Party or the Services and work results which it may receive or obtain either directly or indirectly, or make any public announcement, communication or circular concerning the transactions to which these Terms and Conditions shall apply. This obligation shall remain in force after fulfilment of the Services with no limitation on

time, but shall not apply to any information which (i) was publicly known at the time of disclosure to the receiving Party or becomes publicly known through no fault of the receiving Party subsequent to the time of communication thereof to the receiving Party; (ii) was in the receiving Party's possession free from any obligation of confidence at the time of communication thereof to the receiving Party; (iii) is developed independently by the receiving Party or its Affiliates, and without reference to any of the disclosing Party's Confidential Information or other information has disclosed in confidence to any third party, as evidenced by contemporaneous written records; (iv) required by law, by a rule of a listing authority or stock exchange to which either Party is subject or submits provided that only such Confidential Information as is strictly required is disclosed; or (v) is rightfully obtained by the receiving Party from third party authorised to make disclosure thereof without restrictions.

- 11.3. A disclosing Party has no liability or responsibility for errors or omissions in, or any decisions made by the receiving Party in reliance on any Confidential Information disclosed under these Terms and Conditions. No warranties of any kind (whether express, implied or statutory) are made in connection with the Supplies as to the accuracy or completeness of the Confidential Information disclosed.
- 11.3 Any online submission of information or submission via e-mail as long as unencrypted remains the sole responsibility of the sending Party. The receiving Party has no responsibility whatsoever with regard to the security of the information if not expressly stated otherwise. No party to the contract shall be liable to the other party to the contract for violation of the duty of confidentiality under these terms and conditions if unauthorized third parties gain knowledge of the information submitted through electronically channels Client and I²PS may agree that the information concerned may only be transmitted on an encrypted basis.

12. Final provisions

- 12.1 These terms and conditions, their interpretation and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Germany without regard to any conflict of law rules.
- 12.2. Any dispute arising directly or indirectly out of these Terms and Conditions shall be resolved exclusively by the competent courts in Bonn whereas I²PS shall be entitled to pursue any claim at the competent court of the place where the Client has its registered seat.
- 12.3 Any amendments to these terms and conditions must be in writing and signed by both parties. This also applies to any changes to this section.
- 12.3
- 12.4 If any provision of these Terms and Conditions is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these Terms but without invalidating any of the remaining provisions of these Terms. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.