



Status: 11.2022

General Terms and Conditions of Business and Services **HÜNEFELD NDT GmbH & Co KG**

1. SCOPE OF APPLICATION

1.1 HÜNEFELD NDT GmbH & Co KG (hereinafter referred to as "H-NDT")

shall act for its clients exclusively on the basis of these General Terms and Conditions of Service and Delivery (hereinafter referred to as "Terms and Conditions"). They form the basis of every offer, every acceptance and every order confirmation from H-NDT.

When the order is placed, they become part of the contract in their entirety. They also apply to all deliveries and services that H-NDT provides for the client prior to the conclusion of a possible contract, as well as to all future deliveries and services of H-NDT, even if their inclusion is not expressly agreed again.

The validity of the general terms and conditions of the contractual partner are excluded. See also judgment of the OLG Bremen, file number 1 U 68/03 = 7 O 733/03.

1.2 These terms and conditions of H-NDT apply exclusively. Conflicting and deviating H-NDT does not recognize any deviating terms and conditions of the client unless H-NDT has expressly agreed to their validity in writing. These terms and conditions also apply if H-NDT, being aware of conflicting or deviating terms and conditions of the client performs the technical service or delivery to the client without reservation. These terms and conditions shall apply to all future transactions with the client.

1.3 Collateral agreements, promises and other declarations made by H-NDT employees or authorized representatives appointed by H-NDT shall only be binding if they have been approved by H-NDT.

expressly confirmed in writing. This also applies to amendments to this clause. Any deviations or exceptions from these terms and conditions or the client's general terms and conditions are only binding for H-NDT if H-NDT has expressly confirmed them in writing; such deviations or exceptions then only apply to the specific confirmed individual order.

2. OFFERS

2.1 All offers from H-NDT are non-binding in their entirety. The information documents such as illustrations, drawings, other technical representations and dimensions are only approximate unless they are expressly designated or confirmed as binding.

2.2 H-NDT retains ownership and all copyrights to the offer documents. The client may not make them accessible to third parties without the express prior consent of H-NDT.

3. PERFORMANCE OF THE SERVICE

3.1 As far as possible, the services shall be performed in the H-NDT laboratory. Likewise, according to the technical and organizational conditions and in accordance with the specified requirements of the client, services can be carried out at the location determined by the client. In cases where H-NDT carries out activities in premises that are not under permanent control, it is ensured that the requirements of the applicable standards (e.g. DIN EN ISO/IEC 17025) are met with regard to premises, environmental conditions and facilities. The orders accepted by H-NDT are carried out according to the generally recognized rules of technology in compliance with the existing safety regulations - unless otherwise agreed in writing.

3.2 No responsibility is assumed for the correctness of the safety programs and safety and test regulations on which the tests are based, unless expressly agreed otherwise in writing.

3.3 The scope of H-NDT's work shall be specified in writing when the order is placed. are specified. If changes or extensions to the specified scope of the order arise during the proper execution of the order, these must be agreed additionally and in writing in advance.

3.4 The objects to be inspected and designed for inspection shall not be processed or modified by H-NDT. Any necessary processing or modifications shall be carried out by the client at his own expense and risk, unless expressly agreed otherwise in individual cases. H-NDT shall not be liable for any damage to or deterioration of the test object.

3.5 The control area will be set up by H-NDT together with the client if necessary. Any blocking and marking of public traffic areas in accordance with road traffic law is not part of H-NDT's area of responsibility

3.6 H-NDT is entitled to suspend the execution of the order or individual parts of the order to subcontractors or other vicarious agents, unless this is expressly excluded by prior written agreement with the client.

3.7 Statements about the examination result are only binding if they are included in the written audit report of H-NDT is included. For any measures that the client
The person is solely responsible for any changes made to the audit based on the audit results.

4. OBLIGATIONS OF THE CLIENT TO COOPERATE

4.1 The client shall provide H-NDT with free and secure access to the test objects and ensure this for the duration of the test. The client shall provide H-NDT with any necessary access or work permits in good time before the start of the test.
procure.

4.2 If special official safety regulations or other special provisions apply at the place of performance that are relevant to the performance of the test on site, the client shall inform H-NDT of this in good time before the start of the test. The client is also responsible for ensuring that the specific local area in which H-NDT carries out the test complies with the general and, if applicable, special safety regulations.

4.3 The client is obliged to cooperate insofar as this is necessary for the proper service provision by H-NDT is required. He shall provide H-NDT at his own expense in the shall provide electricity, water, scaffolding, ladders, steps, cranes, other lifting equipment, etc. to the extent required and shall ensure adequate lighting at the place of execution. Unless otherwise agreed in individual cases, the client shall bear sole responsibility for fulfilling the obligations arising from the DGUV /BG BAU accident prevention regulations.

4.4 The client shall provide suitable lockable rooms for the safe storage of tools and appropriate working and storage space for H-NDT's testing personnel.

The H-NDT shall provide recreation rooms including acceptable sanitary facilities as well as special protective clothing and protective equipment free of charge, unless they are customary for H-NDT.

4.5 H-NDT's work performance and working hours are reported regularly.
work reports or timesheets, which must be certified by the client or his authorized representative.

4.6 If the client fails to comply with one of his obligations to cooperate even after an express written request by H-NDT setting a reasonable deadline, H-NDT shall be entitled to suspend the work, terminate the contract and demand reasonable compensation.

4.7 If material tests are to be carried out in H-NDT's workshops, the test parts must be delivered to H-NDT free of charge and risk and collected there again after testing.

Shipment back to the client after inspection shall be at the expense and risk of the client. Transport insurance against transport damage and other risks shall only be taken out at the express request and expense of the client. The risk shall pass to the client upon handover or shipment to the client, but no later than one week after H-NDT has notified the client of completion or readiness for shipment.

4.8 If an acceptance of the service by H-NDT has been agreed or is required for other reasons or if such an acceptance is requested by H-NDT, the client must accept the service within a reasonable period set by H-NDT after completion. Otherwise, the service shall be deemed accepted upon expiry of the deadline.

4.9 The safeguarding of sensors and semiconductors (EDP or control electronics) as well as other objects and systems in the vicinity of the test objects that react to ionizing radiation is the responsibility of the client; it is not part of the obligations arising for H-NDT from the X-ray and Radiation Protection Ordinance.

5. DEADLINES, DELAY, IMPOSSIBILITY

5.1 Information on the duration and completion of the test service is regularly determined on the basis of a normal work process and is therefore only approximate, unless H-NDT has expressly designated the duration of the test as binding in writing.

The start, duration and termination may be postponed due to unforeseeable events and circumstances beyond the control of H-NDT.

5.2 In the event of force majeure, fire, flooding, natural disasters, acts of war or terrorism, labor disputes, official interventions, obstructions on transport routes and other circumstances beyond the control of H-NDT, such as operational disruptions through no fault of H-NDT and difficulties in procuring materials and equipment, H-NDT is entitled to postpone the test completion date by the duration of the obstruction and a reasonable restart phase or to withdraw from the contract in whole or in part. A withdrawal declared in this respect does not entitle the client to claim damages.

5.3 H-NDT shall be liable in the event of a delay in performance in accordance with the statutory provisions, unless otherwise stated in the following provisions. H-NDT shall only be in default if the client sends a written reminder after the due date has passed. If H-NDT is in default, the client is entitled to set a reasonable grace period. In all cases of delay in performance, the liability of H-NDT and a claim of the client for damages in addition to or instead of performance and for reimbursement of futile expenses shall be limited to 10% (in words: ten percent) of the value of that part of the delivery which is not called off due to the delay; the provision of Section 8.4 shall remain unaffected. Further claims of the client are excluded - even after the expiry of any deadline set by H-NDT for performance. The above limitation shall not apply in the event of liability for injury to life, limb or health. A change in the burden of proof to the detriment of the client is not compatible with the above provisions.
of this paragraph.

5.4 If the client sets H-NDT a reasonable grace period of at least 14 days during its delay and H-NDT fails to meet this deadline for reasons for which it is responsible, H-NDT shall be entitled to terminate the contract.

expire or H-NDT will not provide this service for a reason for which it is responsible.
impossible, the client is entitled to withdraw from the contract.

5.5 Costs incurred by H-NDT due to delays for which the client is responsible shall be borne by the client.

6. WARRANTY, LIABILITY FOR DEFECTS AND NOTICE OF DEFECTS

6.1 Recognizable defects and the absence of any warranted characteristics must be reported to H-NDT in writing by the client immediately, at the latest within a preclusive period of 14 days after receipt of the delivery or service, in particular the test report, the acceptance certificate or similar. After expiry of the complaint period, recognizable defects and the absence of warranted characteristics can no longer be effectively asserted.

6.2 H-NDT shall have the unrestricted right to inspect and examine the complaint in the event of any notification of defects. Within the scope of this inspection, H-NDT shall be entitled to any to make available operating reports, logs, etc. and to provide relevant information.

6.3 In the event of a defect, H-NDT is obliged to remedy this within a reasonable period of time at its own discretion by eliminating the defect free of charge or by delivering or providing a new defect-free item (subsequent performance). If the supplementary performance is only possible with disproportionate costs, H-NDT can refuse it.

6.4 If no subsequent performance is provided within a reasonable period of at least 14 days set by the client or if this fails or if the subsequent performance is unreasonable for the client, the client may, at its discretion, withdraw from the relevant contract, reduce the price or, subject to the further statutory requirements of Section 281 BGB, demand compensation for damages or, if applicable, reimbursement of futile expenses in accordance with Section 8 below, provided that the statutory requirements are met. If the client wishes to claim damages instead of performance or to remedy the defect itself, the rectification of the defect shall only be deemed to have failed after the second unsuccessful attempt. In the case of minor defects or breaches of duty, the client shall not be entitled to withdraw from the contract.

6.5 H-NDT accepts no liability for damage caused by unsuitable or improper use of the product. improper use of the deliveries and services of H-NDT by the customer.
client, provided that H-NDT is not responsible for the damage.
Liability for defects is excluded if and insofar as a defect is due to circumstances for which the client or a third party is responsible.

6.6 Claims for defects against H-NDT shall become time-barred one year after receipt of the relevant delivery or service. In cases of the following clause 8.2, the statutory limitation period shall apply.

7. NO ASSUMPTION OF WARRANTY

Any information provided by H-NDT in brochures, advertising, advertisements, documentation, offers and similar writings are only descriptions and do not contain any guarantee of the quality of its deliveries and services. Any guarantee requires an express written agreement or an express written confirmation by H-NDT in each individual case in order to be effective. Section 3.1 remains unaffected.

8. LIMITATION OF LIABILITY

8.1 H-NDT shall be liable in accordance with and subject to the following provisions

in principle only for intent and gross negligence. A claim for damages instead of or in addition to performance and for reimbursement of futile expenses, regardless of the legal grounds (e.g. in the event of non-performance, poor performance, impossibility, defects of title, breach of obligations prior to or upon conclusion of the contract, tort etc.) is limited as follows:

(a) H-NDT's liability for each case of damage shall be limited to the amount payable at the time of conclusion of the contract.

foreseeable, typically occurring damage for the culpable infringement of obligations arising from the contractual obligation, but only up to the amount of the agreed value of the order for the delivery or service in question.

(b) H-NDT shall not be liable for the slightly negligent breach of insignificant obligations arising from the debt relationship.

(c) Insofar as an insurance policy taken out by the client provides cover for the damage H-NDT is only liable to the client for the costs associated with the utilization of the disadvantage associated with his insurance (e.g. deductible).

Liability for damage caused by the object of delivery or service to other legal assets of the client (e.g. damage to other property of the client) is completely excluded.

8.2 The limitations of liability in Section 8.1 shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act) or in the event of the assumption of a guarantee of quality or if H-NDT has fraudulently concealed a defect or in the event of culpably caused injury to life, limb or health.

8.3 H-NDT is only liable for direct damage to the delivery or service item, but not for accidental, indirect or indirect damage such as loss of use, loss of profit or other pure financial loss; unless there is a case of section 8.2 or the damage is based on the breach of a material contractual obligation.

In the event of a breach of a material contractual obligation, liability shall also be subject to the limitations set out in Section 8.1 (a) to (c) above.

8.4 Claims against H-NDT for damages instead of or in addition to performance due to Delays in delivery or performance are limited to 5% of the order value. Any further liability for delays is excluded. The aforementioned Restrictions do not apply in the cases described in Section 8.2 above.

8.5 H-NDT shall not be liable for any damage arising from and in connection with a nuclear incident within the meaning of Art. 1 (a) of the Convention on Third Party Liability in the Field of Nuclear Energy (Paris Convention), regardless of the legal basis. In the event of claims for damages within the meaning of Section 13 (5) of the Atomic Energy Act arising in connection with the activities approved by H-NDT outside of nuclear facilities from the handling and transport of the radioactive substances covered by the approval notice, H-NDT shall be liable up to a maximum of the amount covered by the liability insurance in accordance with the Nuclear Liability Insurance Ordinance.

8.6 H-NDT is in no case liable for damages to third parties. Insofar as H-NDT should be liable to third parties in individual cases due to special agreements or due to mandatory statutory provisions, the limitations of liability pursuant to sections 8.1, 8.3, 8.4 and 8.5 shall apply accordingly.

8.7 Insofar as the liability of H-NDT is excluded or limited, this also applies to any personal liability of its legal representatives, employees and other vicarious agents. In the case of simple vicarious agents who are neither legal representatives nor executives of H-NDT, liability for gross negligence is also excluded.

If a simple vicarious agent breaches a material contractual obligation (cardinal obligation) in the aforementioned sense, the limitation of liability in Section 8.7 shall not apply.

8.8 In all cases of H-NDT's liability, the amount of the claim for damages shall be limited by the benefit of H-NDT's business liability insurance.

9. RESERVATION OF TITLE

9.1 The documentation to be prepared by H-NDT in the form of films, test and evaluation protocols and similar documentation in physical or electronic form. electronic form remain valid until complete fulfillment of all H-NDT against the payment claims to which the client is entitled from the existing business relationship Property of H-NDT. This documentation constitutes a copyright-protected work in the Copyright Act (UrhG) and therefore fall under the protection of Section 2 (1) No. 7 UrhG. H-NDT transfers to the client the rights arising from such protected work for the exclusive and sole use and exploitation, subject to the condition precedent of the complete fulfillment of all claims to which H-NDT is entitled against the client.

9.2 In the event of breaches of duty by the client, in particular default in payment, H-NDT is entitled at any time, even without setting a deadline, to take back the test documents and other documentation and services or to demand their surrender; the client is obliged to surrender them. The assertion of these rights by H-NDT does not constitute a withdrawal from the contract, unless this is expressly declared by H-NDT in writing.

9.3 If delivery items covered by the retention of title are inseparably mixed with other items not belonging to H-NDT on the client's premises, H-NDT shall acquire co-ownership of the new item in the ratio of the value of the delivery items to the other inseparably mixed items. The client shall store the co-ownership for H-NDT free of charge.

9.4 The client is entitled to assign the delivered items, in particular the test documents and other deliveries and services provided, to third parties in the ordinary course of business. However, the client hereby assigns to H-NDT all claims in the amount of the remuneration for work agreed between H-NDT and the client (including VAT) that accrue to the client from the transfer, regardless of whether the delivered items are transferred before or after processing. The client is authorized to collect this claim after its assignment. The authority of H-NDT to collect the claims itself remains unaffected by this, however H-NDT undertakes not to collect the claim as long as the client duly fulfills his payment obligations and is not in default of payment. If the client is in arrears with his payments to H-NDT, H-NDT may demand that the client discloses the assigned claim and its debtor, provides all information necessary for collection, hands over the relevant documents and informs the debtor (third party) of the assignment.

9.5 The client may neither pledge the delivery items nor assign them as security or otherwise dispose of them, unless otherwise stated above. In the event of seizure, confiscation or other dispositions by third parties, the client must inform H-NDT immediately and provide all information and documents necessary to protect H-NDT's rights. Enforcement officers or third parties must be made aware of H-NDT's ownership.

9.6 To the extent that the realizable value of all security interests to which H-NDT is entitled exceeds the amount of all secured claims by more than 20 %, H-NDT will, at the request of the release a corresponding part of the security interests. H-NDT is entitled to choice between different security interests for the release.

10. TERMS OF PAYMENT AND PRICES

10.1 The fees according to the respective valid offers or price lists shall apply for the calculation of the services, unless a fixed price or another price has been expressly agreed in writing.

basis of assessment has been agreed. If the contracting parties have not expressly agreed prices agreed, billing shall be based on the costs incurred at the time the service is provided and/or Delivery at H-NDT valid product and price list. The product and price list can be downloaded from H-NDT at any time at its own discretion with effect for the future.
become.

10.2 In the case of orders with a performance period of more than one month, H-NDT is entitled to issue partial invoices for the deliveries and services already provided.

10.3 All payments are due within five (5) days of receipt of the invoice, unless otherwise agreed. They must be received by the respective agreed payment date or within the agreed payment period, whereby the The time of receipt of payment on the account of H-NDT is decisive. For the start the payment deadline is the respective date of the invoice or the request for payment is decisive. If no express payment date is specified and no express payment deadline is specified determined, the respective invoice must be paid within 5 days of the date of the invoice or of the request for payment without any deduction. If payment is not made within the payment deadline or 5 days after the date of the invoice or request for payment is received by H-NDT, the client shall be in default without further explanation from H-NDT.

10.4 All prices quoted by H-NDT are net prices and are subject to statutory value added tax and any travel and shipping costs The value added tax (value added tax) shall be charged at the rate applicable until the final execution of the order. statutory amount in addition to the fees and charged separately when the invoice is issued. shown.

10.5 Complaints about invoices must be submitted to H-NDT within a final deadline of 14 days. in writing after receipt of the invoice.

10.6 If payment terms are not met by the client, H-NDT may declare all claims already incurred due and payable immediately and demand outstanding deliveries and services. benefits from the settlement of the arrears and a corresponding advance payment for the to make any outstanding payments dependent.

10.7 If the completion of H-NDT's performance becomes impossible due to a circumstance that it the client for which it is not responsible, it may demand from the client an amount corresponding to the work performed. Part of the agreed remuneration and reimbursement of expenses not included in the remuneration demand.

10.8 The client is only entitled to assert rights of retention and to offset counterclaims if these rights or claims have been legally established or recognized by H-NDT or have not been disputed.

10.9 For the duration of the delay in payment, the client shall owe H-NDT default interest in the amount of 8 percentage points above the base interest rate in accordance with § 247 BGB. The assertion of a higher damage caused by delay remains unaffected.

11. CONFIDENTIALITY, COPYRIGHT, DATA PROTECTION

11.1 The contractual partners may have access to information, including know-how and process technologies of the other contractual partner in the course of order execution ("Confidential Information"). This must be kept confidential by the contracting parties, their employees and other vicarious agents confidentially. Information of a contracting party that (a) are or will be accessible to the public without any act or action having taken place. (b) is in the lawful possession of the other party, or (c) is in the lawful possession of the other party. party to the contract before they were disclosed and which the other party to the contract neither directly or indirectly from the disclosing party, or (c) has independently received

developed by the other Party shall not be considered confidential information within the meaning of within the meaning of this provision.

11.2 The contracting parties are only authorized to disclose confidential information to third parties with the prior written consent of the contracting party (in accordance with EN ISO/IEC 17025:2017, clause 4.2). H-NDT shall inform the contracting parties in advance of the information it intends to make freely available. H-NDT has the right to use the name of the client for advertising purposes or in the context of information to investors and analysts.

11.3 Information about the client that originates from sources other than the client (e.g. complainants, supervisory authorities) shall be treated confidentially between the client and H-NDT. The source of the information shall be treated confidentially and may not be disclosed to the client without consent. Above all, H-NDT observes the confidentiality requirements of EN ISO/IEC 17025:2017, clause 4.2).

11.4 Confidential information must be kept confidential during the execution of the order and for two years after termination must be treated as confidential and kept secret. Confidentiality exists, however not apply if there is a legal obligation to disclose or if both parties to the contract agree on an exception.

11.5 H-NDT is entitled to make use of documents provided to it by the client within the scope of the for inspection, photocopies of their own files for the execution of the order. take.

11.6 H-NDT retains the copyrights to the expert opinions and test results it has prepared, calculations, test specifications etc. expressly reserved.

11.7 H-NDT processes personal data exclusively for its own purposes; for this purpose, H-NDT uses H-NDT uses electronic data processing systems. To fulfill the data protection requirements of the Annex in accordance with § 6 BDSG, technical and organizational measures have been taken to ensure that the security of the databases and data processing procedures are guaranteed. The data associated with the H-NDT employees commissioned with data processing are obliged to comply with the BDSG and is required to strictly comply with all data protection regulations.

12. OTHER GENERAL PROVISIONS

12.1 If the client is a merchant, 88662 Überlingen shall be the exclusive place of jurisdiction - also for check and bill of exchange proceedings. The same place of jurisdiction shall apply if the client does not have a general place of jurisdiction in the Federal Republic of Germany at the time legal proceedings are initiated. However, H-NDT is entitled to bring any legally competent court.

12.2 The place of performance for all obligations arising from this contract is 88662 Überlingen.

12.3 The legal relationship between the contracting parties shall be governed exclusively by the law of the Federal Republic of Germany.

12.4 Supplements, additions or amendments to contracts as well as any ancillary agreements or commitments must be made in writing to be effective. This shall also apply to any waiver of the written form requirement.

12.5 Should any provision or part of the agreements between the client and H-NDT be invalid or unenforceable, the remaining provisions of the agreement shall remain in full force and effect. in force without restriction. The contracting parties undertake to replace the ineffective or replace an unenforceable provision with a valid or enforceable provision, the economic purpose of the invalid or unenforceable provision on the comes closest. The same applies if the agreement contains a loophole.

Überlingen, 14.11.2022

Frank Hünefeld (CEO)

HÜNEFELD NDT GMBH & CO. KG

Askaniaweg 8 - 88662 Überlingen
Register court: Freiburg i. Br.
Commercial register: HRA 707 402
VAT ID No. DE 350 403 599

Office +49 (0) 7551 989 1011
Laboratory +49 (0) 7551 989 1010
Fax +49 (0) 7551-989 1353
E-mail info@huenefeld-ndt.de
Web www.huenefeld-ndt.de

REPRESENTED BY

NDT VERWALTUNG GMBH:

Management: Frank Hünefeld
Commercial register: Freiburg i. Br.
HRB 725 996

BANK CONNECTION

Savings Bank Hegau-Bodensee
IBAN: DE87 6925 0035 1055 4907 65
BIC SOLADES1SNG
D-U-N-S: 34-403-2709