

## General Terms and Conditions of COMPETENZA GmbH

### I. Applicability

The present General Terms and Conditions apply to all purchases of goods or services sold by COMPETENZA GmbH (hereinafter referred to as COMPETENZA). These Terms and Conditions are deemed to have been accepted by placing the order unless the customer explicitly states that he disagrees with any of these terms and conditions. These General Terms and Conditions shall apply exclusively. All changes and modifications to these General Terms and Conditions shall automatically be applied to running contracts as they take effect unless the customer makes use of his right of objection explicitly drawn to his attention within a four weeks period. Terms and conditions of the customer shall have no legal effect.

### II. General provisions

#### 1. Scope and execution of services

The services to be supplied by COMPETENZA must be stated in the order confirmation. A contract shall only come into force when COMPETENZA has accepted a customer order in writing. This also applies to all supplementary conditions, alterations and additional agreements. COMPETENZA reserves the right to accept an order verbally.

All delivery agreements for goods and services are valid only if confirmed in writing by COMPETENZA. COMPETENZA shall be exempt from all liability if delivery of services is delayed as a result of a delay on the part of our contractors or cooperation partners. Interruptions in performance or delays due to force majeure or similar circumstances which considerably impede performance or make performance impossible and for which we are not responsible, such as plant standstill, difficulties of supply, difficulties with transportation companies, etc. - even if these arise with our suppliers or their subcontractors - are not considered defaults in delivery. In such cases, the customer is not entitled to claim compensation for delayed delivery or failure of performance. Delays in supply and performance due to circumstances beyond our control entitle us to delay the supply and/or performance for the duration of the hindrance. COMPETENZA informs the customer without delay should a service be unavailable and immediately reimburse payments already received. COMPETENZA reserves the right to perform partial services to a reasonable extent.

#### 2. Terms of payment

Our invoices are payable without deduction by no later than 14 days after the invoice date. In the event of any delay of payment the corresponding legal regulations apply. If circumstances come to our knowledge which question the customer's creditability, COMPETENZA reserves the right to make deliveries dependent on advance payment of the invoiced amount. This also applies if these circumstances emerge in the time between the conclusion of contract and the date of delivery or after one or several partial deliveries. If the customer refuses to pay in advance or within the period fixed, COMPETENZA has the right to withdraw from the contract and to demand damages. If the customer is threatened with an insolvency petition or insolvency on the customer's assets has been instituted, COMPETENZA shall be entitled to withdraw from the contract and to claim for damages without any further requirements. Upon receipt of the notice of cancellation all unpaid invoices and payments fall due and must be paid without delay.

#### 3. Liability and period of limitation

COMPETENZA's liability is limited to foreseeable damages as may be typical and predictable considering the contractual use and liable only for damages arising from minor negligent breach of contractual obligations (cardinal obligation or basic secondary obligation), minor negligent impossibility or minor negligent delay. Liability for minor negligent breach of contractual obligations is excluded. The aforesaid limitation of liability shall not apply to damages arising from deliberate acts or gross negligence. Neither does the limitation of liability apply in the event of death or personal injury arising from a breach of duty by COMPETENZA, or to damage due to concealment of defects or nonconformance with a guaranteed condition. Liability in accordance with the Product Liability Act remains unaffected. A breach of contractual duty by COMPETENZA is deemed to be the equivalent to a breach of a legal representative or person assisting in the performance of obligations.

The period of limitation for claims due to violations of contractual duties, e.g., services, and the period of limitation for defect claims, i.e. rectification claims, compensation for self-remedy of defects,

necessary expenditure and for expenditure without avail, is 12 (twelve) months from the starting date of the legal period of limitation. This does not apply to damage attributable to deliberate acts, fraudulent concealment of defects or nonconformance with a guaranteed condition. In the case of partial deliveries or acceptance, the period of limitation starts when the delivery is received or with the acceptance.

#### 4. Participation conditions

Course participants must register in writing or by filling in the online registration form available on our Website. Upon registration you will receive a confirmation of participation, detailed directions and an invoice. All cancellations, withdrawals or changes should be submitted in writing at least 7 days before the course starts. If we receive a cancellation later than 7 days before the course starts, the due amount invoiced must be paid in full. It is possible to replace a registered person by another person who can attend the course at the registered date and time, or arrange for an alternative date. The organizer reserves the right to change the course contents or to cancel the course altogether if the number of participants is insufficient or for any other appropriate reasons. Registered participants will be notified and informed about alternative dates.

### III. Terms of sale and delivery

#### 1. Prices and additional charges

The prices stated on the currently valid price lists shall apply plus the statutory value added tax. Delivery is free buyer's goods receiving department within the Federal Republic of Germany. Additional costs for packaging and transport may be charged separately.

#### 2. Consignment and passing of risks

All consignments are uninsured at the customer's risk. COMPETENZA reserves the right to choose the shipping method. The customer is obliged to provide facilities or storage options that prevent access to delivered goods by unauthorized third parties. The customer is obliged to prevent unauthorized third party access to all goods delivered to the specified facility.

#### 3. Subsequent performance

The Customer is obliged to immediately inspect the delivered goods upon receipt for transport damages and other defects. If notifications of defects of goods delivered or deviations or incorrect deliveries are not submitted to COMPETENZA within 4 weekdays at the latest, the delivery shall be deemed accepted. Complaints about any latent defects discovered should be immediately submitted to COMPETENZA, but in any event no later than 4 weekdays after the defect has been discovered.

COMPETENZA must be given at its discretion the opportunity to render subsequent performance within a reasonable period. If the customer does not grant the time or opportunity, COMPETENZA shall be exempt from any subsequent performance. A claim for defects shall be excluded if the respective defect is attributable to unauthorized alteration, improper use or repair by the customer or any third party, or if products have not been installed, operated or maintained in accordance with COMPETENZA guidelines and instructions. For all claims due to defects, the legal regulations of the customer apply within the scope of the conditions specified in section 1, paragraph 3 of the present General Terms and Conditions.

#### 4. Retention of title

All goods delivered by COMPETENZA remain our property until we received the complete payment of the purchase price and the customer has settled all balance claims with us which accrue now or in the future (reserved goods).

The processing or transformation of the object of sale by the customer will always be made for us. If the goods are installed in third-party products by the customer, we acquire co-ownership of the new item to the extent of the value of the commodity supplied by us in relation to the otherwise processed goods. The same conditions shall apply to the item which is produced by processing the object of sale which is delivered under retention of title. The customer shall have the right to resell the reserved goods provided he is not in default of payment (conditional sale).

The customer shall not be entitled to pledge or transfer the goods by way of security. If reserved products are attached by third parties, particularly by way of a seizure, the customer will make

reference to the property of COMPETENZA and will immediately notify COMPETENZA accordingly. Any claims and ancillary rights that arise for the customer from the reselling of the reserved goods or from the business connection to his contract partners in connection with the reselling of the reserved goods are hereby assigned to COMPETENZA in advance as security to the full value of the reserved goods. COMPETENZA grants revocable authority to the customer to recover in his own name the claims assigned to COMPETENZA for its account. If the customer does not properly comply with his payment obligations, is threatened with an insolvency petition or insolvency on the customer's assets has been instituted or a preliminary insolvency nominated, the aforesaid rights of reselling and processing of reserved goods and the entitlement to collect assigned claims shall expire. If the customer is in default of payment, COMPETENZA shall be entitled to revoke the authorization to collect at any time and to notify the customer's purchasers about the assignment of claim. After the withdrawal from contract, COMPETENZA shall be entitled to claim the return of the reserved goods or to demand the assignment of such claims against any third party. The customer shall submit to COMPETENZA all information necessary for collection purposes and hand over the relevant documents. If the realizable value of all securities existing for our benefit exceeds our total claims by more than 20%, we shall be obliged, to that extent, to release securities at our option, on being requested to do so by the customer.

## IV. Conditions for work and services

### 1. Prices

The price will be agreed upon for each assignment on the basis of the official service catalogue of COMPETENZA. Prices quoted in an offer are based on the assumed scope of services required and without obligation. COMPETENZA reserves the right to adjust prices in case of increases in cost of labor and/or materials. Fixed prices are not affected by this. Statutory value added tax is payable on all prices stated by us.

### 2. Subsequent performance

COMPETENZA shall perform all services with the due diligence customary in the trade using best available technology at the time of assignment. All claims for remedy of defects should be submitted in writing without delay to COMPETENZA. Any reasons for non-approval of an expertise should be submitted in writing without delay, but in any event by no later than 4 weeks after receipt of the expertise. If appropriately specified reasons for non-approval are not submitted to COMPETENZA within this period, the performance shall be deemed accepted. COMPETENZA must be given at its discretion the opportunity to render subsequent performance within a reasonable period. If the customer does not grant the time or opportunity, COMPETENZA shall be exempt from any subsequent performance. For all claims due to defects, the legal regulations of the customer apply within the scope of the conditions specified in section 1, paragraph 3 of the present General Terms and Conditions.

### 3. Protection of work / right to publication

COMPETENZA keeps the intellectual property rights on all services delivered (if applicable to these services). All surveys prepared in connection with the contract, including tables, calculations and other details, shall only be used by the customer for the agreed purpose and only after full payment of all outstanding amounts has been made. The customer is not entitled without our prior consent in writing to publish or reproduce, either in whole or in part, any surveys, testimonials and protected service marks of COMPETENZA for commercial or advertising purposes.

### 4. Non-disclosure

COMPETENZA is committed to providing the customer with all results produced in connection with the contract. All received or obtained information shall be treated confidentially, unless it is or becomes generally known or publicly available, was known to us before disclosure by the contracting party, is given to us by a third party without any breach of any Confidentiality Obligation.

### 5. Delivery and storage of samples

Samples are shipped at the cost and risk of the customer, unless collection of the samples has been arranged. When shipped by the customer, the material to be analyzed should be packed properly following the instructions you may be given by COMPETENZA.

The customer shall assume liability for all damages that result from any hazardous condition of the sample material. The customer is obliged to submit to COMPETENZA all safe handling instructions available to him.

If not agreed otherwise, samples will be kept in state-of-the-art storage as long as analysis can be applied with respect to the material condition, however not longer than for the periods stated below.

Official samples will be kept properly until the official sealing has expired, however not longer than 12 month after the test report has left our company. All other samples will be kept for a maximum period of three month depending on the sample condition. After this period, the samples will be destroyed at the expense of the customer; this applies particularly to disposal in accordance with legal regulations. Samples will only be returned at the request and at the expense of the customer.

## V. Final provisions

### 1. Data processing

#### 1.1 Personal data

COMPETENZA will not collect or record any personal data submitted on its website (such as names, addresses, telephone numbers or e-mail addresses), unless the customer voluntarily chooses to provide such data to us (for example, by filling in a registration form), or unless the collection of such data is in strict compliance with the legal regulations of the Federal Data Protection Act.

#### 1.2 Purpose of data collection

When you provide COMPETENZA with personal data, we usually use this information in the framework of contract preparation and order processing, or to provide you with specific information or offers. In order to provide a service that meets our customer needs,

- we may also collect and process your personal data to enhance our products and services in order to meet your business needs;
- use your personal data to inform you about services that may be beneficial to your business.

COMPETENZA shall at any time respect your right to opt out of the use of your personal data for the aforesaid purposes.

#### 1.3 Purpose-related use

We confirm that no personal information will be submitted by us to any third party gratuitously or non-gratuitously without your prior consent. Personal data supplied by you online shall be collected, processed and used only for the purpose intended, unless COMPETENZA uses this information

- for a purpose that is directly related to the purpose for which the personal data have been initially supplied,
- for the preparation, negotiation and fulfillment of the contract,
- for the fulfillment of legal obligations, official directives or judicial orders,
- for the justification or preservation of legal claims or the defense against legal actions, to prevent misuse or other illegal activities, such as deliberate attacks against COMPETENZA's data processing systems, in order to ensure data security.

#### 1.4 Communications and/or utilization data

When you access our website by means of telecommunication services, communication-specific data (e.g., the Internet protocol address) or utilization data (e.g., information on the time and duration of the communication and the telecommunication services involved) are automatically generated by technical means. The information generated may possibly contain some reference to your personal data. If this collection of your communications or utilization data is mandatory, it shall be performed in strict observance of the legal regulations of the Federal Data Protection Act.

#### 1.5 Automatic collection of non-personal data

When you access our website, non-personal data may be collected automatically (i.e. not by registration), such as the type of Internet browser and operating system used, the domain name of the website that initiated the connection, the number of visits, the average time spent on the site, the pages viewed. This information helps us to determine the attractiveness of our website in order to improve performance and information contents.

## 1.6 Security

COMPETENZA takes appropriate technical and organizational measures against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

## 2. General provisions

The contractor may not transfer any of its rights and obligations under this agreement without the prior consent of COMPETENZA.

The contract partner can claim a right of retention or right of setoff only with claims that are undisputed or legally binding.

Unless otherwise expressly agreed, place of fulfillment for both parties shall be the head office of COMPETENZA. If the contract partner is a merchant in terms of a commercial code, judicial persons of the public law or public-legal funding, the jurisdiction for any dispute arising out of this contractual relationship shall be Nuremberg. In addition, COMPETENZA shall be entitled to file suit at the contractor's place of business. All legal relations between COMPETENZA and the customer shall be governed by the law of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and German conflict of law provisions are precluded.

Should individual provisions of these General Terms and Conditions be or become invalid either in whole or in part, this shall not affect the validity of the remaining provisions.