

General Terms and Conditions of Business of TÜV Rheinland Bulgaria Ltd.

1. Scope

- 1.1 The following terms and conditions apply to agreed services including consultancy services, information, deliveries and similar services as well as ancillary services and other secondary obligations provided within the scope of contract performance.
- 1.2 The client's General Terms and Conditions of Business, including the client's Terms and Conditions of Purchasing, if any, shall not apply and shall hereby be expressly excluded. No contractual terms and conditions of the client shall form part of the contract even if TÜV Rheinland Bulgaria Ltd. does not explicitly object to them.

2. Quotations

Unless otherwise agreed, all quotations submitted by TÜV Rheinland Bulgaria Ltd. shall be subject to change in case if they have not been accepted by the client yet. In case if a specific quotation has already been explicitly accepted by the client in written form, the change shall be subject to additional negotiations.

3. Coming into effect and duration of contracts

- 3.1 The contract shall come into effect for the agreed term upon the quotation letter of TÜV Rheinland Bulgaria Ltd. and the explicit acceptance of the quotation by the client, or a separate contractual document being signed by both contracting parties, or upon the works requested by the client being carried out by TÜV Rheinland Bulgaria Ltd based upon an express assignment letter by the client (order). If the client instructs TÜV Rheinland Bulgaria Ltd. without receiving a prior quotation from TÜV Rheinland Bulgaria Ltd. (quotation), TÜV Rheinland Bulgaria Ltd. is – in its sole discretion – entitled to accept the order by giving written notice of such acceptance (including notice sent via electronic means) or by performing the requested services.
- 3.2 The contract term starts upon the coming into effect of the contract in accordance with article 3.1 and shall continue for the term agreed in the contract.
- 3.3 If the contract provides for an extension of the contract term, the contract term will be extended by the term provided for in the contract unless terminated in writing by either party with a six-week notice to the end of the contractual term.

4. Scope of services

- 4.1 The scope of the services shall be decided solely by mutual consent of both parties. If no such consent exists, then the written confirmation of order by TÜV Rheinland Bulgaria Ltd. shall have the power of scope definition.
- 4.2 The agreed services shall be performed in compliance with the regulations in force at the time the contract is entered into.
- 4.3 Furthermore, TÜV Rheinland Bulgaria Ltd. is entitled to determine (in its sole discretion) the method and nature of the assessment unless otherwise agreed in writing or if mandatory provisions require a specific procedure to be followed.
- 4.4 On execution of the work there shall be no simultaneous assumption of any guarantee of the correctness (proper quality) and working order of either tested or examined parts nor of the installation as a whole and its upstream and/or downstream processes, organisations, use and application in accordance with regulations, nor of the systems on which the installation is based; in particular, no responsibility shall be assumed for the construction, selection of materials and assembly of installations examined, nor for their use and application in accordance with regulations unless these questions are expressly covered by the contract.

- 4.5 In the case of inspection work, TÜV Rheinland Bulgaria Ltd. shall not be responsible for the accuracy or checking of the safety programmes or safety regulations on which the inspections are based, unless otherwise expressly agreed in writing.

5. Performance periods/dates

- 5.1 The periods and dates of performance, as agreed in the course of the informal transactions, are based on estimates of the work involved which are prepared in line with the details provided by the client. They shall only be binding if confirmed as binding by TÜV Rheinland Bulgaria Ltd. in writing.
- 5.2 If binding periods of performance have been agreed, these periods shall not commence until the client has submitted all required documents to TÜV Rheinland Bulgaria Ltd. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland Bulgaria Ltd.

6. The client's obligation to cooperate

- 6.1 The client shall guarantee that all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland Bulgaria Ltd.
- 6.2 Design documents, supplies, auxiliary staff, etc. necessary for performance of the services shall be made available free of charge by the client. Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.
- 6.3 The client shall bear any additional cost incurred on account of work having to be redone or being delayed as a result of late, incorrect or incomplete information or lack of proper cooperation. Even where a fixed or maximum price is agreed, TÜV Rheinland Bulgaria Ltd. shall be entitled to charge extra for such additional expense.

7. Invoicing of work

- 7.1 If the scope of performance is not laid down in writing when the order is placed, invoicing shall be based on costs incurred. If no price for the specific services is agreed in writing, invoicing shall be in accordance with the price list of TÜV Rheinland Bulgaria Ltd., which is valid at the time of performance.
- 7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.
- 7.3 If the execution of an order extends over more than one month and the value of the contract or the agreed fixed price exceeds €2,500.00, TÜV Rheinland Bulgaria Ltd. may demand payments on account or in instalments.

8. Payment terms

- 8.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.
- 8.2 Payments shall be made to the bank account of TÜV Rheinland Bulgaria Ltd. as indicated on the invoice, stating the invoice and customer numbers.
- 8.3 In cases of default of payment, TÜV Rheinland Bulgaria Ltd. shall be entitled to claim default at a rate of 10% above the base interest rate of the Bulgarian National Bank. At the same time, TÜV Rheinland Bulgaria Ltd. reserves the right to claim further compensation for the damages actually caused by such default of payment, above the sum of the compensation paid.
- 8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland Bulgaria Ltd. shall be entitled to cancel the contract, withdraw the certificate, claim damages for non-performance

as well as refuse to continue performance of the contract.

- 8.5 The provisions set forth in article 8.4 shall also apply in cases involving returned cheques, cessation of payment, commencement of insolvency proceedings against the client's assets or cases in which the commencement of insolvency proceedings has been dismissed due to lack of assets.
- 8.6 Objections to the invoices of TÜV Rheinland Bulgaria Ltd. shall be submitted in writing within two weeks of receipt of the invoice.
- 8.7 TÜV Rheinland Bulgaria Ltd. shall be entitled to demand appropriate advance payments.
- 8.8 TÜV Rheinland Bulgaria Ltd. shall be entitled to raise its fees at the beginning of a month if overheads and/or purchase costs have increased. In this case, TÜV Rheinland Bulgaria Ltd. shall notify the client in writing of the rise in fees. This notification shall be issued one month prior to the date on which the rise in fees shall come into effect (period of notice of changes in fees). If the rise in fees remains under 5% per contractual year, the client shall not have any special right of termination. If the rise in fees exceeds 5% per contractual year, the client shall be entitled to terminate the contractual relationship by the end of the period of notice of changes in fees. If the contract is not terminated, the changed fees shall be deemed to have been agreed upon expiry of the above period.
- 8.9 Only legally established and undisputed claims may be offset against counterclaims by TÜV Rheinland Bulgaria Ltd.

9. Acceptance

- 9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland Bulgaria Ltd. for acceptance as an instalment. The client shall be obliged to accept it immediately.
- 9.2 If the client fails to fulfill its acceptance obligation immediately, acceptance shall be deemed to have taken place 4 calendar weeks after performance of the work if TÜV Rheinland Bulgaria Ltd. has specifically made the client aware of the aforementioned deadline upon performance of the service.

10. Confidentiality

- 10.1 For the purpose of this agreement, "confidential information" means all information, documents, images, drawings, know-how, data, samples and project documentation which one party (the "disclosing party") hands over, transfers or otherwise discloses to the other party (the "receiving party"). Confidential information also includes paper copies and electronic copies of such information.
- 10.2 The disclosing party shall mark all confidential information disclosed in written form as confidential before passing it on to the receiving party. The same applies to confidential information transmitted by e-mail. If confidential information is disclosed orally, the receiving party shall be appropriately informed in advance.
- 10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:
- may only be used by the receiving party for the purposes of performing the purpose of the contract, unless expressly otherwise agreed in writing with the disclosing party;
 - may not be copied, distributed, published or otherwise disclosed by the receiving party, unless this is necessary for fulfilling the purpose of the contract or TÜV Rheinland Bulgaria Ltd. is required to pass on confidential information, inspection reports or documentation to the authorities or third parties that are involved in the performance of the contract;

- c) must be treated by the receiving party with the same level of confidentiality as the receiving party uses to protect its own confidential information, but never with a lesser level of confidentiality than that which is objectively required.
- 10.4 The receiving party shall disclose any confidential information received from the disclosing party only to those of its employees who need this information to perform the services required for the subject matter of this contract. The receiving party undertakes to oblige these employees to observe the same level of secrecy as set forth in this confidentiality clause.
- 10.5 Information for which the receiving party can furnish proof that:
- it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or
 - it was disclosed to the receiving party by a third party entitled to disclose this information; or
 - the receiving party already possessed this information prior to disclosure by the disclosing party; or
 - the receiving party developed it itself, irrespective of disclosure by the disclosing party, shall not be deemed to constitute "confidential information" as defined in this agreement.
- 10.6 All confidential information shall remain the property of the disclosing party. The receiving party hereby agrees to immediately (i) return all confidential information, including all copies, to the disclosing party, and/or, on request by the disclosing party, to (ii) destroy all confidential information, including all copies, and confirm the destruction of this confidential information to the disclosing party in writing, at any time if so requested by the disclosing party but at the latest and without special request after termination or expiry of this contract. This does not extend to include reports and certificates prepared for the client solely for the purpose of fulfilling the obligations under this contract, which shall remain with the client. However, TÜV Rheinland Bulgaria Ltd. is entitled to make file copies of such reports, certificates and confidential information that forms the basis for preparing these reports and certificates in order to evidence the correctness of the results of its work and for general documentation purposes.
- 10.7 From the start of this contract and for a period of three years after termination or expiry of this contract, the receiving party shall maintain strict secrecy of all confidential information and shall not disclose this information to any third parties,
- except for state authorities, which have the power of access to classified information, or use it for itself.
- 11. Copyrights**
- 11.1 TÜV Rheinland Bulgaria Ltd. shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland Bulgaria Ltd.
- 11.2 The client may only use expert reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.
- 11.3 The client may use test reports, test results, expert reports, etc. only complete and unshortened. Any publication or duplication for advertising purposes needs the prior written approval of TÜV Rheinland Bulgaria Ltd.
- 12. Liability of TÜV Rheinland Bulgaria Ltd.**
- 12.1. Irrespective of the legal basis and in particular in the event of a breach of contractual obligations, the maximum liability of TÜV Rheinland Bulgaria Ltd. for payment of damages shall be limited to:
- 10% of the overall fee for the entire contract;
 - 10% of the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis - up to a maximum of 10,000 Euro and (iv) in the case of framework agreements that provide for the possibility of placing individual orders - up to the fee for the individual order under which the liability for paying damages occurred.
- 12.2 Compensation for damages caused by breach of contract obligations by TÜV Rheinland Bulgaria Ltd., above the value of the agreed indemnification as per the previous paragraph, shall include compensation for incurred loss and loss of profit, as far as they constitute a direct consequence of such breach and could be foreseen when the breached obligation arose.
- 12.3 If the breach is due to circumstances, which represent client's responsibility, TÜV Rheinland Bulgaria Ltd. may request a reduction of the compensation or exoneration from liability.
- 12.4 TÜV Rheinland Bulgaria Ltd. shall not be liable for damages that the client might avoid taking the care of good trader.
- 12.5 TÜV Rheinland Bulgaria Ltd. shall not be liable for damages caused by irresistible force (force majeure), commercial frustration, malice and negligence by the client, etc.
- 12.6 In case of tort, TÜV Rheinland Bulgaria Ltd. shall be liable for damages caused by its faulty behavior unless the damages were caused by irresistible force (force majeure), exceptional fault of the victim, exceptional fault of third parties, consent of the victim, justified economic risk, error, random act, etc.
- 12.7 In all cases of tort guilt is assumed until otherwise proven.
- 12.8 TÜV Rheinland Bulgaria Ltd. shall not be liable for personnel made available by the client to support TÜV Rheinland Bulgaria Ltd. in the performance of its services, unless the personnel made available may be regarded as vicarious agents of TÜV Rheinland Bulgaria Ltd. If TÜV Rheinland Bulgaria Ltd. is not liable for personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland Bulgaria Ltd. against any eventual claims made by third parties.
- 12.9 The limitation periods for claims for damages shall be based on statutory provisions.
- 12.10 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.
- 13. Partial invalidity, written form, place of jurisdiction**
- 13.1 No ancillary agreements to this contract have been concluded.
- 13.2 All amendments and supplements must be in writing in order to be effective. This condition also applies to amendments and supplements to the requirement for the written form.
- 13.3 Should one or several of the provisions under this contract be or become ineffective, the contracting parties shall replace the invalid provision with a legally valid provision that comes closest to the content of the invalid provision in legal and commercial terms.
- 13.4 Any disputes concerning the interpretation and execution of the contract, not amicably resolved between the parties, shall be within the jurisdiction of the Bulgarian civil courts under the jurisdiction rules stipulated by the Bulgarian Civil Procedure Code and within the applicability of the Bulgarian substantive and procedural law.
- In the event that either party has its habitual residence, registered offices according to its articles of association or location of its actual management abroad, arbitration can be negotiated to be held out of Bulgaria and within the applicability of other (non-Bulgarian) substantive law.