

**General Terms and Conditions of Business of TÜV Rheinland Ibérica Inspection, Certification & Testing, S.A.**  
(hereinafter "TÜV Rheinland")

**1. Scope**

1.1 The following terms and conditions apply to agreed services including, 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 does not explicitly object to them.

**2. Quotations**

2.1 Until the end of the contract by signing, or even express written acceptance of the offer, TÜV Rheinland offers are conditional and non-binding (especially in regard to scope, performance, price and terms) and therefore may be amended by TÜV Rheinland without notice

2.2 Unless otherwise agreed, all quotations submitted by TÜV Rheinland shall be subject to change without notice, if variations in legal, regulatory or process.

**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 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 If the client instructs TÜV Rheinland without receiving a prior quotation from TÜV Rheinland (quotation), TÜV Rheinland 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 30 days' notice to the end of the contractual term.

**4. Scope of services**

4.1 The scope of the services shall be decided solely by a unanimous declaration issued by both parties. If no such declaration exists, then the written confirmation of order by TÜV Rheinland shall be decisive.

4.2 The agreed services shall be performed following rules generally recognized technical and in compliance with the regulations in force at the time the contract is entered into.

4.3 Furthermore, TÜV Rheinland 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 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 contractually agreed periods and dates of performance 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 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. This also applies, even without express approval by the client, to all extensions of agreed dates for performance not caused by TÜV Rheinland.

**6. The client's obligation to cooperate**

6.1 The customer warrants that will be provided to TÜV Rheinland, in a timely fashion and for free all cooperation required on its part, its agents or third parties will be provided in good time and at no cost to TÜV Rheinland.

6.2 If inspection work, the objects under test and inspection, design documentation, any other documents, supporting materials, support staff, etc., necessary to perform the services shall be made available free of TÜV Rheinland. In particular, is made available to TÜV Rheinland necessary documentation relating to the items to inspect (equipment, facilities, projects, etc.) so they can be completed inspection services.

6.3 Moreover, collaborative action of the client must be undertaken in accordance with legal provisions, standards, safety regulations and accident prevention instructions.

6.4 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 shall be entitled to charge extra for such additional expense. In particular, repeat visits for reasons beyond our service, waiting times, additional services or work outside normal working hours will be billed according to the rates established in force. In the above, the normal working hours is 8 hrs as between 8:00 and 20:00 hrs inclusive, on weekdays and from monday to friday.

**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 payment is agreed in writing, invoicing shall be in accordance with the TÜV Rheinland price list valid at the time of performance.

7.2 Unless otherwise agreed, work shall be invoiced according to the progress of the work.

7.3 It is considered billable time used real time, which includes time spent studying, inspection, testing, preparation of reports and displacements.

7.4 Prices shown are valid until they are changed the conditions of the offer. Prices quoted do not include taxes in force (VAT at the rate prevailing at any given time is legally applicable), and administration fees in cases where it was necessary to pay them

7.5 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 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 as indicated on the invoice, stating the invoice and customer numbers.

8.3 In case of delay in payment, TÜV Rheinland may require the payment of interest under the contract and / or laws that are applicable, and reimbursement of the costs of the claim (and out of court) made. Additionally, TÜV Rheinland reserves the right to claim for damages caused.

8.4 Should the client default in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland shall be entitled to cancel the

contract, withdraw the certificate, claim damages for non-performance and 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, and 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 shall be submitted in writing within two weeks of receipt of the invoice.

8.7 TÜV Rheinland shall be entitled to demand appropriate advance payments.

8.8 The withdrawal of the customer once the offer is accepted, shall entitle TÜV Rheinland-plus in any case to check the proportion of services performed up to that moment, to retain the amounts if any have been billed in advance as contract , and / or bill additionally that percentage of the amount of contracted services if provided in the contract, but shall be such amounts paid / incurred by the customer as compensation for the costs incurred up to that time, and in any case, by way compensation for damages arising as a result of the unilateral breach of contract.

8.9 In case of an increase in overall costs and / or the purchase or acquisition costs of materials and always at the beginning of a month, TÜV Rheinland can increase their prices correspondingly. To implement this, TÜV Rheinland should notify the customer with one (1) month before the date on which the price increase will take effect (notice period change rates). If the price increase per contract year does not exceed 5%, the client cannot for this reason the contract. In the event of a price increase of over 5% per year of the contract, the customer may terminate the contract notice of its intention to make the resolution to take effect at the end of the notice period change rates. Failure to terminate the contract, the new prices modified shall be treated as if they had been agreed upon expiry of the period specified above

8.10 Only legally established and undisputed claims may be offset against claims by TÜV Rheinland.

**9. Acceptance**

9.1 Any part of the work ordered which is complete in itself may be presented by TÜV Rheinland 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 30 days after performance of the work if TÜV Rheinland 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 Will this consideration of "confidential" all information to be transmitted and exchange parts between them, without being marked with the express qualification "Confidential" by the disclosing party prior to delivery to the receiving party.

10.3 All confidential information which the disclosing party transmits or otherwise discloses to the receiving party in accordance with this agreement:

a) 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;

b) 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 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:

a) it was generally known at the time of disclosure or has become general knowledge without violation of this agreement; or

b) it was disclosed to the receiving party by a third party entitled to disclose this information; or

c) the receiving party already possessed this information prior to disclosure by the disclosing party; or

d) 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 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 its results and for general documentation purposes.

10.7 If inspection work, the result of inspections shall be deemed confidential in front of others, only accessible to the client and, in case of inspections, to the Administration or ENAC. Similarly, information design or production processes that can be obtained from the customer, will be considered in its entirety, to third parties confidential. If training services, all information managed according to the training activity, also will be considered confidential to third.

## 11. Copyrights

11.1 TÜV Rheinland shall retain all exclusive and joint copyrights in the expert reports, test results, calculations, presentations etc. prepared by TÜV Rheinland.

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.

## 12. Liability of TÜV Rheinland

12.1 TÜV Rheinland has adequate liability insurance for your business that meets the requirements of the legislation. Excludes damage coming from any act or omission, and those occurring due to incorrect or incomplete information provided by the client, and causes beyond the control of TÜV Rheinland including, but not limited to, accidents, strikes, lockouts, acts of third dismissal or force majeure

12.2 Notwithstanding the foregoing, and for those cases where this limitation is legally possible, regardless of the legal ground and, in particular, in case of breach of contract, as in the case of tort,

responsibility of TÜV Rheinland for all damages, losses and reimbursement of expenses, etc., caused by legal representatives and / or employees of TÜV Rheinland is limited to: (i) in the case of contract with a fixed overall fee, ten times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 20,000 Euro and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland is limited in any event of damage or loss to 2.5 Mio Euro.

12.3 The limitation of liability under Section 12.2 shall not apply in case of damage caused with malice and / or gross negligence by TÜV Rheinland and / or its personnel and / or its employees, nor shall apply to damage due to the breach of obligations which may have accrued compliance TÜV Rheinland run an express warranty, or for damages for which it has a legal obligation, if any, to respond.

12.4 In cases involving a fundamental breach of contract, TÜV Rheinland will be liable even where minor negligence is involved. For this purpose, a "fundamental breach" is a material contractual obligation, the performance of which permits the due performance of the contract and which the client may rely on being complied with. Any claim for damages for a fundamental breach of contract shall be limited to the amount of damage reasonably foreseen as a possible consequence of such breach of contract at the time of the breach (reasonably foreseeable damage), unless any of the circumstances described in article 12.3 apply.

12.5 TÜV Rheinland shall not be liable for personnel made available by the client to support TÜV Rheinland in the performance of its services regulated under this contract, unless personnel made available may be regarded as vicarious agents of TÜV Rheinland. If TÜV Rheinland is not liable for personnel made available by the client under the foregoing provision, the client shall indemnify TÜV Rheinland against any claims made by third parties.

12.6 The limitation periods for claims for damages shall be based on statutory provisions.

12.7 None of the provisions of this article 12 changes the burden of proof to the disadvantage of the client.

## 13. Management System, Independence, impartiality and integrity.

13.1 TÜV Rheinland personnel involved in performing the work, will act at all times in accordance with the procedures of the Management System TÜV Rheinland, and observe the rules and procedures of discipline and security that the customer may decide. When any part of the inspection and / or testing and offered testing is to take place by a specialized company, TÜV Rheinland subcontract this work, considering it is properly approved, following the procedures of the management system of the organization.

13.2 TÜV Rheinland has established a code of conduct for staff who agree to maintain their independence, impartiality and integrity in all their actions.

13.3 When deemed necessary, the resulting work not conforming to agreed procedures or requirements, may be suspended, after informing the customer.

## 14. Coordination of activities in the prevention of occupational hazards

14.1 TÜV Rheinland is available to the customer for the exchange of information it deems necessary to comply with the duty of coordinating business activities in the workplace, according to Article 24 of Law 31/1995 of 8 November, Risk Prevention, developed by Royal Decree 171/2004, of 30 January.

14.2 TÜV Rheinland requests the client to report in advance of the potential risks associated with its facilities, as well as risks from other competing companies that may affect employees of TÜV Rheinland to develop the work. If not received any prior communication, TÜV Rheinland mean that the customer no more risk than those generated by the activity offered.

14.3 It is your responsibility at all times maintain a proper health and safety conditions in the workplace to be occupied by TÜV Rheinland staff

and provide the necessary resources to facilitate access. The management and the cost of all that is payable by the customer, if necessary.

14.4 Jobs that, in the absence of adequate safety and health by customer, pose a serious and imminent threat to the life or health of employees of TÜV Rheinland, under Article 21 of Law 31/1995, not be carried out. Customer shall communicate in writing the reasons invoice being issued by the proportionate share of the work

## 15. Partial invalidity, written form, claims and place of jurisdiction

15.1 The parties have not signed any agreement supplementary to this contract.

15.2 To be effective, any amendment and / or addendum to this contract must be in writing by the parties. This provision also applies to amendments and supplementary agreements relating to the written form.

15.3 The invalidity or unenforceability of one or more provisions of this contract, either initial or supervening not entail the invalidity or unenforceability of the other, which shall remain valid and unchanged. Regarding terms deemed invalid or ineffective, the contracting parties shall agree on a replacement regulation, legally valid, as consistent as possible, from a legal standpoint and commercial, to the provisions affected.

15.4 TÜV Rheinland has made available to the customer or other interested parties, a claims procedure for managing complaints and appeals that may arise during the conduct of their activities.

15.5 Of jurisdiction to hear any dispute that may arise concerning the interpretation and / or application of the provisions of this agreement shall be that of the Courts of Barcelona. This contract is subject to Spanish law.

## 16. Protection of personal data.

16.1 The customer is satisfied that TÜV Rheinland store and process personal data for their own purposes in accordance with the provisions of the Spanish Law on Data Protection. In accordance with the provisions of Law 15/1999 of December 13, Protection of Personal Data, we inform you that your data is stored in a file which is owned by TÜV Rheinland Ibérica, Inspection, Certification & Testing, SA, in order to perform the administrative, accounting and tax, and to send you communications about our activities, products and / or services, ensuring the confidentiality of the data provided, which will not be transferred to third parties in any case. We also inform you of the possibility of exercising rights of access, rectification, cancellation and opposition of their data at the registered office of TÜV Rheinland Ibérica, Inspection, Certification & Testing, Inc. located at the Parque de Negocios Mas Blau, Edificio Océano C / Garrotxa, 10-12, 08820 El Prat de Llobregat (Barcelona).

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