

General Terms and Conditions of trade-e-bility GmbH

1. General

1.1 Insofar as nothing else has been expressly agreed in written form, these General Terms and Conditions shall be deemed applicable to all offers, services and all resulting contractual relationships between trade-e-bility and legal or natural persons that commission a service (hereinafter „Customer“).

1.2 These General Terms represent the entire agreement with regard to the subject matter of the agreement (hereinafter „Contract“) between the Customer and trade-e-bility. In as far as nothing else has been otherwise expressly agreed, any alteration of the Contract shall be made in writing and be signed by the Customer and trade-e-bility or their respective representative in order to become effective.

2. Services

2.1 These General Terms shall apply to the following services in order to achieve product safety and product conformity in the European Economic Area:

- Consulting and training services
- Research on legal and qualitative product requirements
- Creation of test plans
- Document controls and product assessments
- Document management
- Preparation of CE declarations of conformity
- Assessment of packaging and operating manuals
- Assistance for import business/customs classification
- Coordination with authorities, non-governmental organisations, environmental associations etc.
- Procurement of tests to specialized testing houses
- Processing of deadlocked complaint cases

2.2 trade-e-bility provides assessments and recommendations for action on the basis of individually developed reports. The recommendations contained in the reports are not binding.

2.3 Unless otherwise agreed, trade-e-bility recommends in each case the most favourable implementation of the product requirement to its Customer, identified within the scope of a service listed in 2.1 by applying technical standards.

2.4 The provision of the services listed under 2.1 by trade-e-bility is based on the presentation of a product-specific risk analysis. If such is not available, a complete product assessment by trade-e-bility is not guaranteed. If necessary, trade-e-bility can be commissioned.

2.5 trade-e-bility will only act in an advisory capacity for the Customer and will in no case obtain the status of manufacturer, importer, distributor or authorised representative according to the Product Safety Act. Without prior agreement, trade-e-bility will in no case make any arbitrary declarations on behalf of the Customer, which result in further obligations for the Customer.

2.6 The parties agree, that:

- (1) trade-e-bility does not provide legal services according to Section 2 (1) of the Legal Services Act (Rechtsdienstleistungsgesetz, RDG), i.e. it does not carry out any activities in specific foreign matters with legal examination of the individual case;
- (2) there are further legal requirements for the legally compliant bringing into circulation of products which must be observed outside the sphere of influence of trade-e-bility (protection of trademarks and registered designs, copyright, licensing and registration obligations, etc.);
- (3) the Customer is solely liable to the extent that his indications prove to be incorrect or incomplete;
- (4) the Customer shall inform trade-e-bility upon his own initiative in case of modifications with regard to the execution of this Contract (for example change of address, legal form, contact details, contact person, as well as alteration of the product, etc.) and that the Customer has to bear all costs that may result from an omission of doing so.
- (5) the order can only be processed successfully if trade-e-bility disposes of all necessary information and documents which requires appropriate support from the Customer;
- (6) results may differ in individual countries due to different legal structures and administrative processes;
- (7) until the final establishment of final market conformity, no products may legally be placed on the market.
- (8) that all reports and statement of trade-e-bility with respect to market conformity of a product are a snapshot taking into account the currently applicable legal provisions.

3. Duties of the Customer

3.1 Der Customer guarantees that all accesses, aids, information, documents and operational facilities necessary to fulfil the Contract are made available to trade-e-bility free of charge as required. This includes the support by sufficiently qualified, instructed and authorized employees of the Customer. trade-e-bility has the right to

request from the Customer any product samples free of charge in the context of risk assessment. The product samples can be used, disassembled and/or damaged in the context of the risk assessment so that the original state is usually not recoverable. The restitution of the provided product samples against refund of the costs can be requested.

3.2 To the extent permitted by law, the Customer warrants that it has not been induced to enter into the Contract by acceptance or by virtue of any warranties, representations, statements, assurances, obligations, agreements, promises, payments or undertakings of any kind given, not expressly set out in these General Terms and Conditions. In any case, the Customer waives claims, rights or remedies that may arise in this context fully and irrevocably. Pre-formulated provisions or specification in Customer's documents that object to these General Terms or modify or amend these are only valid if they are accepted by trade-e-bility expressly and in writing.

3.3 The Customer undertakes all steps necessary to prevent from or to eliminate all obstructions or interruptions to the provision of the services.

3.4 In order to allow trade-e-bility to comply with the applicable health and safety instructions on the premises and plants of the Customer, the Customer shall make available all information concerning potential dangers known to him which the employees of trade-e-bility or their sub-contractors may encounter in the framework of the execution of the orders. In as far as the Customer informs trade-e-bility in a timely fashion concerning health and safety regulations, trade-e-bility ensures on the occasion of stays with the Customer within the scope of reasonableness that trade-e-bility's own employees or sub-contractors will comply with these regulations.

3.5 The Customer is allowed to copy or to disseminate excerpts from trade-e-bility's reports only in the event that the Customer has obtained a prior written consent from trade-e-bility. trade-e-bility reserves the right to take legal action if a publication infringes this provision. The Customer undertakes not to publish any details about the provision, implementation or fulfilment of the achievements of trade-e-bility.

3.6 The Customer will inform trade-e-bility immediately of all changes in operational circumstances that may affect the services, products, processes or type and scope of the business activities of the Customer.

4. Prices and Terms of Payment

4.1 The prices offered to the Customer include all phases up to the completion of the service and the transmission of the final report by trade-e-bility. As prices are based on remuneration rates that are effective at the time of quotation, trade-e-bility reserves the right to adapt prices.

4.2 An additional remuneration will be charged for activities that go beyond the scope offered and commissioned or that become necessary due to identified deviations or a lack of necessary input from the client. Such additionally charged activities are, in particular:

- (1) a repetition of the entire test procedure or parts thereto arising from critical deviations;
- (2) a reassessment arising from alteration of the product(s);
- (3) an additional expenditure due to lack of necessary input from the Customer;

4.3 Furthermore, trade-e-bility reserves the right to charge an additional remuneration for rush orders, cancellations or schedule changes of services according to the current remuneration rates.

4.4 Unless otherwise agreed, prices for all activities are exclusive of travel and catering costs; these positions will be charged separately according to expenditure.

4.5 All prices are quoted exclusive of VAT.

4.6 trade-e-bility reserves the right to charge 50% of the total amount in the form of an instalment after the order placement. The remaining amount is due when the Customer receives the final report. Even in the case of a negative report from the Customer's point of view, the agreed remuneration is still due for payment. Remuneration is also due for payment if rectification activities become necessary on the part of the Customer due to product or information defects. In the event that there are interruptions of more than 6 weeks during processing of an order for which trade-e-bility is not responsible, trade-e-bility may settle the expenses accrued up to that date as interim accounts, even if a final report has not yet been prepared. Invoices for additional or further operations beyond the original order will be issued after termination of the respective task. Unless otherwise agreed, all invoices are due and payable without any deduction within 7 days of the respective date of invoice.

4.7 Any use of reports or evidence or information contained therein by the Customer requires the payment of remuneration and fees in due course to trade-e-bility. trade-e-bility reserves the right to suspend services until the outstanding balances are settled.

4.8 The Customer is not entitled to withhold payments due to differences of opinion with trade-e-bility or to set off payments against claims that he/she asserts against payment entitlements of trade-e-bility.

4.9 The prices offered by trade-e-bility are fixed prices unless otherwise noted in the offer. These fixed prices shall apply to the one-time complete order processing. Should it come to order extensions or verification needs or should circumstances for

which trade-e-bility is not responsible delay the project, trade-e-bility reserves the right to invoice the additional expenses incurred separately according to time and effort.

4.10 Indications of costs from external partners and sub-contractors in trade-e-bility's offers that are passed on 1:1 are non-binding. The actual costs respectively incurred will be invoiced.

4.11 In the event of recurring irregularities in payment processing trade-e-bility reserves the right to require advance payment for any further service.

5. Data protection and confidentiality

5.1 In the course of the cooperation, both sides receive a lot of confidential data and information. It is not permitted to pass on data or information to third parties who are not acting to achieve the purpose of this Contract. Affected employees must be informed of this in writing. Insofar as the parties have agreed on further provisions on confidentiality (e.g. in a separate Non-Disclosure Agreement), these shall remain unaffected.

5.2 trade-e-bility ensures that the employees involved in the processing of the Customer's personal data are bound to confidentiality/secret (Section 28 (3) lit. b and Section 32 (4) GDPR) and have been instructed in the protective provisions of the German Federal Data Protection Act (Bundesdatenschutzgesetz). The data secrecy continues to exist after the termination of the activity.

5.3 The Customer agrees that trade-e-bility may use subcontractors to fulfil its contractual obligations. This is, in particular, also valid for the appointment of companies that are associated with trade-e-bility. Third party officers under this agreement shall be equally subject to the confidentiality provisions of this agreement.

5.4 Within the scope of these General Terms, „Confidential Information“ includes all oral or written information to be protected which the Client and trade-e-bility obtain from the respectively other party on the basis of this Contract or business or trade secrets of the respectively other party. However, confidential information is no information that:

- (1) is known or will be known to the public;
- (2) was available to the receiving party on a non-confidential basis prior to the date of disclosure by the disclosing party;
- (3) is disclosed to a party by an independent third party who is authorized to make such disclosure.

5.5 The parties as well as their representative or sub-contractor are authorised to use confidential information only within the limits of this Contract. With the exception of the explicit provisions of these General Terms, the disclosure of confidential information of the respectively other party to third parties is only permitted with the prior written consent of the other party. This provision is not applicable to disclosures prescribed by law or required by court or authorities.

6. Force majeure

In the event that trade-e-bility partially or fully will be precluded from complying with their obligations under this Agreement for reasons beyond the control of trade-e-bility, such as force majeure, war or storm as well as failure to obtain permissions, licenses or filings; illness, death or departure of employees or the client's failure to comply with obligations under this Contract, trade-e-bility reserves the right to invoice the Customer for:

- (1) the amount of the costs actually incurred or caused in connection with the cancellation of the execution of the Contract;
- (2) a part of the agreed remuneration corresponding to the part of the services effectively rendered. In this context, trade-e-bility is exempt from any responsibility for the partial or total non-performance of the contractual obligations.

7. Liability and limitation

7.1 trade-e-bility is only liable towards the Customer or third parties to the extent required by law in case of intent or gross negligence. Further claims are excluded.

7.2 Deficiencies of the services must be reported in writing immediately, however at the latest 30 days after the service has been provided. The Customer has to grant trade-e-bility the time and opportunity required - at the discretion of trade-e-bility - for the rectification of defects, for example in the form of a renewed performance of the test, otherwise trade-e-bility is released from the obligation to rectify the defects. If the defect is not rectified within a reasonable period of time or if the rectification of the defect fails, the Customer may reduce the remuneration accordingly.

7.3 The reports and certificates are prepared on the basis of the information and documents provided by or on behalf of the Customer and are solely for the Customer's benefit. Either trade-e-bility nor its executive officers, employees or sub-contractors are responsible towards the Customer or third parties for:

- (1) any type of action taken or omitted based on reports and/or certificates;
- (2) incorrectly issued certificates based on unclear, false, incomplete or misleading information provided by the Customer.

7.4 trade-e-bility shall not be liable for partially or completely unperformed services in as far as this results directly or indirectly from events that are beyond trade-e-bility's control (for example if the Customer breaches its obligations to collaborate according to Section 3).

7.5 Furthermore, trade-e-bility is not liable for indirect or consequential damages (including loss of profit).

7.6 The limitation period regarding the right to claim for damages arising from breach of duty and regarding any possible claims for defects is governed by German law.

7.7 The parties are obligated to take out an appropriate insurance policy for the respective third-party liability under this Contract.

7.8 The parties will be informed about the amount of the third-party liability insurance on request.

8. Miscellaneous

8.1 Amendments and supplements to this Contract must be made in written form to be legally effective, unless otherwise expressly agreed in this Contract. This also applies to this written form clause itself. The written form within the meaning given by this Contract shall be deemed to have been met if a written declaration with the signature of the person acting on behalf of the respective party is transmitted to the recipient, e.g. by letter, fax or attachment to an email.

8.2 This Contract shall be subject to the law of the Federal Republic of Germany. Insofar as legally permissible, Hamburg is agreed as being the place of jurisdiction.

8.3 Should present or future provisions of this Contract be in whole or in part invalid or unenforceable or at a later date lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of this Contract. The same applies in as far as this Contract contains an omission. In place of the invalid or impracticable provisions or to fill the omission, an appropriate provision shall apply which, within the scope of legal admissibility, comes as close as possible to what the parties to this contract wanted or would have wanted according to the meaning and purpose of the Contract providing that they had considered the point when concluding this contract.

8.4 With the exception of the explicit provisions of these General Terms, the Customer is prohibited from transferring rights under these General Terms without the prior written consent of trade-e-bility.

8.5 The parties are prohibited from transferring the Contract [to a third party] without the prior written consent of the respective other party. Such consent may only be denied for important cause. Transfers do not release the transferring party from its liability or obligations under this Contract.

8.6 The parties agree that trade-e-bility provides the services for the Customer as an independent company. The Contract does not yield any corporate association, representation, employment or fiduciary relationship between trade-e-bility and the Customer.

8.7 Should trade-e-bility refrain from requiring the Customer to comply with its obligations under these General Terms or the Contract, this shall not constitute a waiver of the right to claim performance of these or any other obligations.