

## 1. General information

1.1 Unless expressly agreed in writing, these general terms and conditions apply to all offers, services and all resulting contractual relationships between trade-e-bility and legal entities or natural persons who commission services (hereinafter "client").

1.2 The entirety of the agreements between the client and trade-e-bility is hereinafter referred to as the "contract". Unless expressly agreed otherwise, all amendments to the contract must be made in writing and signed by the client and trade-e-bility or their respective representatives in order to be effective.

## 2. Services

2.1 These general terms and conditions apply to management consultancy services in the areas of product stewardship under waste legislation, product safety and sustainability as well as services related to achieving product safety and conformity in the European Economic Area. This includes, but is not limited to:

- Consulting and training services
- Research on existing and planned legal and qualitative product requirements
- Creation of test plans
- Preparation or support of risk analyses
- Document controls and product assessments
- Document management
- Preparation of documents (e.g. CE Declaration of Conformity, Code of Conduct, Declaration of Principles)
- Preparation of sustainability management manuals
- Assessment of packaging and operating instructions and product presentations from a compliance perspective
- Support with import transactions/customs tariffs
- Coordination with authorities, non-governmental organizations, environmental associations, etc.

- Referral of tests to specialized test houses
- Processing of stalled complaint cases

2.2 trade-e-bility provides assessments and recommendations for action on the basis of specially developed reports. The recommendations contained in the reports are non-binding.

2.3 Unless otherwise agreed, trade-e-bility recommends the most favorable implementation for the client of the measures identified in the context of a service listed in 2.1 (e.g. product requirement by applying technical standards).

2.4 The basis for the provision of the product-specific services listed under 2.1 by trade-e-bility is the submission of a product-specific risk analysis. If this is not available, a complete product assessment by trade-e-bility is not guaranteed. If necessary, trade-e-bility can be commissioned to carry out a product-specific risk analysis.

2.5 trade-e-bility shall only act in an advisory capacity for the client and shall under no circumstances be granted the status of a manufacturer, importer, distributor or authorized representative under any statutory provision.

2.6 trade-e-bility will under no circumstances make unauthorized declarations on behalf of the client without prior consultation, which result in further obligations for the client.

2.7 The parties agree that ...

- (1)... trade-e-bility does not provide legal services in accordance with Section 2 (1) of the Legal Services Act (RDL), i.e. it does not carry out activities in specific third-party matters involving a legal examination of the individual case;
- (2)... there are further legal requirements in the area of corporate governance, sustainability and the legally compliant marketing of products that must be observed outside the sphere of influence of trade-e-bility (trademark and

copyright law, licensing and registration obligations, etc.);

- (3)... the client alone shall be liable if his information proves to be incorrect or incomplete;
- (4)... the client must voluntarily notify trade-e-bility of any changes that affect the execution of this contract (e.g. changes of address, legal form, contact details, contact persons, as well as changes to the product, etc.) and that any costs resulting from the non-disclosure of such facts shall be borne by the client;
- (5)... the order can only be processed successfully if trade-e-bility has all the necessary information and documents - this requires appropriate support from the client;
- (6)... the different legal structures and administrative procedures in individual countries can lead to different results;
- (7)... no products may legally be placed on the market until final market conformity has been established;
- (8)... all reports and statements by trade-e-bility on the market conformity of a product and on existing or pending compliance requirements (e.g. in sustainability management) are a non-legally binding snapshot, taking into account the currently valid legal provisions;
- (9)... possible solutions are identified within the scope of management consulting. The decision and responsibility for the implementation and also for the fulfillment of the obligations lies solely with the client.

### **3. Obligations of the client**

3.1 The client shall ensure that trade-e-bility is provided with all access, assistance, information, documents and operational facilities necessary for the fulfillment of the contract free of charge as required. This includes the support of sufficiently qualified, trained and authorized employees of the client. trade-e-bility has the right to request product samples from the client free of charge as part of risk assessments. The product samples may be used within the scope of the risk assessment, disassembled and/or

damaged so that the original condition cannot usually be restored. The return of the product samples provided can be requested against reimbursement of the costs.

3.2 To the extent permitted by law, the client warrants that it has not been induced to enter into the contract under the assumption or on the basis of any guarantees, representations, statements, assurances, obligations, agreements, promises, payments or commitments of any kind that are not expressly set out in these general terms and conditions. In any event, the client unconditionally and irrevocably waives any claims, rights or remedies it may have in this respect. Pre-formulated provisions or regulations in the client's documents that contradict, amend or supplement these general terms and conditions are only effective if they have been expressly accepted in writing by trade-e-bility.

3.3 The client shall take all necessary steps to prevent or eliminate impediments or interruptions to the provision of the services.

3.4 In order to ensure trade-e-bility's compliance with the applicable health and safety regulations in the client's premises and facilities, the client shall provide trade-e-bility with all available information on known or potential hazards that employees of trade-e-bility or its agents may encounter in the context of the orders. Provided that the client informs trade-e-bility of its health and safety regulations in good time, trade-e-bility shall ensure, within the bounds of reasonableness, that these are complied with by its own employees or those commissioned by trade-e-bility during stays at the client's premises.

3.5 The client may only reproduce or publish excerpts from trade-e-bility reports if the client has obtained the prior written consent of trade-e-bility. trade-e-bility reserves the right to take legal action if a publication violates this provision. The client undertakes not to publish any details about the provision, execution or performance of trade-e-bility's services.

3.6 The client shall inform trade-e-bility immediately of any changes in operational circumstances that may affect the services, the products, the processes or the nature and scope of the client's business activities.

#### **4. Prices and terms of payment**

4.1 The prices offered to the client include all phases up to the completion of the completion of the services as well as the transmission of the final report by trade-e-bility. As the prices are based on the remuneration rates at the time of submission of the offer, trade-e-bility reserves the right to make price adjustments.

4.2 For activities that go beyond the scope offered and commissioned or that become necessary due to deviations identified or a lack of necessary input from the client, additional remuneration shall be invoiced. Such additional activities to be invoiced are in particular

- (1) Repetition of the entire test procedure or parts of it due to critical deviations;
- (2) Revaluations due to changes in the product(s);
- (3) Additional expense due to lack of necessary input from the client.

4.3 Furthermore, trade-e-bility reserves the right to charge for rush orders, cancellations or changes to deadlines for services in accordance with the current remuneration rates.

4.4 Unless otherwise agreed, all prices for activities are exclusive of travel and catering costs; these will be invoiced separately on a time and material basis.

4.5 All prices are exclusive of VAT.

4.6 trade-e-bility reserves the right to invoice 50% of the total amount in the form of an advance payment. The remaining amount is due when the client receives the final report. Even in the event of a negative report from the client's point of view, the agreed remuneration is still due for payment. The remuneration is also due for payment if the client is required to carry out

remedial work due to product or information deficiencies. If there is an interruption of more than 6 weeks in the processing of an order for which trade-e-bility is not responsible, trade-e-bility may invoice the expenses incurred up to this point as an interim invoice even if no final report has yet been prepared. Invoices for additional or further activities beyond the original order will be issued after completion of the respective task. Unless otherwise agreed, all invoices are due and payable without deduction within 7 days of the respective invoice date.

4.7 Any use of reports or evidence, or information contained therein, by the client requires timely payment of the remuneration and fees to trade-e-bility, requires the timely payment of the remuneration and fees to trade-e-bility. trade-e-bility reserves the right to suspend the services until the outstanding invoice amounts have been paid.

4.8 The client is not entitled to withhold payments due to differences of opinion with trade-e-bility or to offset claims asserted by the client against payment claims of trade-e-bility.

4.9 The prices offered by trade-e-bility are fixed prices, unless otherwise stated in the offer. These fixed prices apply to the one-off complete order processing. Should the order need to be extended or reviewed, or should circumstances beyond trade-e-bility's control delay the project, trade-e-bility reserves the right to invoice the additional expenses incurred separately on a time and material basis.

4.10 Cost details provided by external partners and subcontractors in trade-e-bility's offers, which are passed on 1:1, are non-binding. The actual costs incurred will be invoiced.

4.11 In the event of repeated irregularities in payment processing, trade-e-bility reserves the right to demand advance payment for further services.

## 5. Data protection and confidentiality

5.1 As part of the cooperation, both parties receive a great deal of confidential data and information. Disclosure of data or information to third parties who are not acting for the purpose of this contract is not permitted. The employees concerned must be informed of this in writing. Insofar as the parties have agreed further confidentiality provisions (e.g. in a separate non-disclosure agreement), these shall remain unaffected.

5.2 trade-e-bility guarantees that the employees involved in the processing of the client's personal data are bound to confidentiality/confidentiality (Art. 28 para. 3 lit. b and 32 para. 4 GDPR) and have been instructed in the protective provisions of the Federal Data Protection Act. Federal Data Protection Act. Data secrecy shall continue to exist even after termination of the activity.

5.3 The client agrees that trade-e-bility may use subcontractors to fulfill its contractual obligations. This also applies in particular to the commissioning of companies affiliated with trade-e-bility. Third-party contractors within the scope of this agreement are subject to the confidentiality conditions of this agreement to the same extent.

5.4 In the context of these general terms and conditions, "confidential information" includes all oral or written information to be protected that the client and trade-e-bility obtain from the other party on the basis of the contract or business secrets of the other party. However, confidential information is not information that:

- (1) is known to the public or become known;
- (2) the receiving party, prior to the time of disclosure by the disclosing party, on a non-confidential basis; and on a non-confidential basis;
- (3) of a party by an independent third party who is authorized to make such disclosure.

5.5 The parties and their representatives or subcontractors may only use confidential information only within the scope of the

contract. The disclosure of confidential information of the other party to third party to third parties is, with the exception of the express provisions of these general terms and conditions, only permissible with the prior written consent of the other party. This provision shall not apply to disclosures prescribed by law or required by courts or authorities.

## 6. Obstacles to performance

6.1 Should trade-e-bility be prevented, in whole or in part, from fulfilling its obligations under this contract for reasons beyond trade-e-bility's control, such as force majeure, in particular war or natural disasters, failure to obtain permits, licenses or registrations; illness, death or resignation of employees or failure by the client to comply with its obligations under this contract, trade-e-bility shall be entitled to terminate the contract. trade-e-bility reserves the right to

- (1) invoice the amount of the costs actually incurred or caused in connection with the termination of the execution of the contract;
- (2) invoice a partial amount of the agreed remuneration corresponding to the part of the services actually provided. In this context, trade-e-bility is released from any responsibility for the partial or complete non-performance of the contractual obligations.

## 7. Liability and statute of limitations

7.1 trade-e-bility shall be liable without limitation in the following cases:

- in the event of intent or gross negligence
- for injury to life, limb or health,
- in accordance with the provisions of the Product Liability Act and
- to the extent of a guarantee assumed by trade-e-bility.

7.2 In the event of a slightly negligent breach of an obligation that is essential for achieving the purpose of the contract (cardinal obligation), the liability of trade-e-bility is limited to the amount of damage that

is foreseeable and typical for the type of transaction in question.

7.3 There is no further liability on the part of trade-e-bility.

7.4 The above limitation of liability also applies to the personal liability of trade-e-bility's employees, representatives and bodies.

7.5 Defects in the services must be reported in writing immediately, but no later than 30 days after the service has been provided. The client must grant trade-e-bility the time and opportunity it deems necessary to rectify the defect, e.g. in the form of a new inspection, otherwise trade-e-bility is released from the obligation to rectify the defect. If the defect is not rectified within a reasonable period of time or if the rectification of the defect fails, the client may reduce the remuneration accordingly.

7.6 The work is prepared on the basis of information and documents provided by or on behalf of the client and is intended solely for the benefit of the client. Neither trade-e-bility nor its officers, employees or subcontractors are responsible to the client or third parties for:

- (1) any type of action performed or omitted on the basis of elaborations;
- (2) incorrectly issued certificates based on unclear, incorrect, incomplete or misleading information provided by the client.

7.7 trade-e-bility is not liable for partially or fully rendered services if this is directly or indirectly caused by events that are beyond the control of trade-e-bility (e.g. if the client violates its obligations to cooperate in accordance with section 3).

7.8 The limitation period for claims for damages arising from breach of duty and for any claims for defects shall be governed by German law.

7.9 The parties are obliged to take out appropriate insurance for the respective liability under this contract.

7.10 The parties will be informed of the amount of liability insurance upon request.

## **8. Miscellaneous**

8.1 Amendments and supplements to this contract must be made in writing in order to be legally effective. This also applies to the written form clause itself. The written form within the meaning of the contract shall be deemed to have been complied with if a written declaration signed by the person acting on behalf of the respective party is sent to the recipient, e.g. by letter, fax or attachment to an e-mail.

8.2 This contract is subject to the law of the Federal Republic of Germany. As far as legally permissible, Hamburg is agreed as the place of jurisdiction.

8.3 Should current or future provisions of this contract be wholly or partially invalid or unenforceable or subsequently lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of this contract. The same shall apply if it should transpire that this contract contains a loophole. In place of the invalid or unenforceable or unenforceable provisions or to fill the gap, an appropriate provision shall apply which, within the scope of legal admissibility, comes closest to what the contracting parties intended or would have intended according to the meaning and purpose of the contract if they had considered the point when concluding this contract.

8.4 With the exception of the express provisions of these general terms and conditions, the client is prohibited from transferring rights under these general terms and conditions without the prior written consent of trade-e-bility.

8.5 The parties are prohibited from transferring the contract without the prior written consent of the respective other party. Such consent may only be withheld for good cause. Transfers do not release the transferring party from liability or obligations under the contract.

8.6 The parties agree that trade-e-bility provides the services for the client as an independent company. The contract does not create any corporate, agency,

employment or fiduciary relationship between trade-e-bility and the client.

8.7 Should trade-e-bility fail to require the client to comply with its obligations under these general terms and conditions or the contract, this shall not constitute a waiver of the right to enforce compliance with these or any other obligations.