

Standard terms of TÜV Estonia for execution of work and provision of service

1. General

- 1.1 These standard terms apply to the execution of the work ordered from the TÜV Eesti OÜ (hereinafter - TÜV) and the provision of the service (hereinafter - execution of the order).
- 1.2 Only the TÜV standard terms apply. In the relations with TÜV, the standard terms of the contracting authority of the work or the service (hereinafter - the Customer) are not applicable. Deviation from this point is only possible if TÜV has approved the relevant agreement in writing.
- 1.3 Possible additional negotiations, agreements or statements made by the experts of TÜV or by persons representing it are binding only if approved by TÜV directly and in writing.
- 1.4 TÜV may enter into written agreements, represented by persons who have the right to do so on the basis of law or proxy.

2. Offers

- 2.1 Offers made by TÜV are not binding until they are approved by the Customer unless otherwise agreed in writing.
- 2.2 TÜV has accepted the order only if it has confirmed it in writing. Failure to respond to a tender or offer made by TÜV is not considered to be consent.
- 2.3 Upon notification of the deadline for the fulfilment of the order, TÜV assumes no responsibility for the Customer for compliance with these deadlines, unless TÜV has confirmed their binding nature.

3. Execution of an order

- 3.1 In execution of an accepted order, TÜV shall comply with the requirements of the engineering codes, standards and legislation in force at the time of execution of the order, in accordance with the standard procedures of TÜV.
- 3.2 TÜV assumes no responsibility for the accuracy of the instructions, rules, standards or programs underlying the execution of the order if the evaluation of these instructions, rules, standards or programs is not an object to the order.
- 3.3 TÜV assumes no liability for in any other compliance or performance of the objects assessed in terms of industrial safety unless expressly stated in the order. Design, selection of material and preparation of the device are subject to assessment only if they are indicated as evaluation objects in the order.

- 3.4 The Customer always adheres to the necessary requirements of the certification program. Where appropriate, The Customer permits third-party observers (e.g., Accreditation body) to participate in the assessment process.
- 3.5 The Customer shall ensure that, where certification applies to ongoing production, the certified product continues to meet the product requirements.
- 3.6 The Customer shall make all necessary preparations for conducting the assessment, including the conditions for verifying the documents and access to all areas, data, and personnel for the purposes of assessment and handling of complaints.
- 3.7 The Customer shall keep a register of all complaints notified to it relating to compliance with the certification requirements and shall make them available to the Certification Body, TÜV upon request.
- 3.8 The Customer is required to submit to TÜV the documents necessary for execution of the order in a timely manner such as drawings, projects, calculations and certificates, etc., to provide all necessary permits, approvals and confirmations for the execution of the order, to provide TÜV with the information necessary for completion of the order and to make the necessary preparations before starting the tests, including ensuring access to test objects. If the Customer fails to fulfil these obligations by the deadline specified by TÜV in conjunction with the deadline set for the cancellation of the order, the received order will be cancelled by TÜV at the expiration of the term given to the Customer for the fulfilment of the obligations.
- 3.9 TÜV may make copies of the documents submitted to it, which are relevant for the execution of the order, and keep them (see clause 9.1).
- 3.10 TÜV maintains the data related to the transactions concluded with the Customer for its own use in its data processing equipment.
- 3.11 TÜV and none of its experts may disclose the business information and other information of Customer received during their activities to a third party or to provide third parties with estimates based on this information. (except in the case described in clause 9.1)
- 3.12 TÜV has the right to execute the order itself or to involve carefully selected and suitable

subcontractors for the execution of the order. The subcontractor shall be approved by the Customer.

- 3.13 TÜV retains copyright in all its opinions, issued evaluation reports, test reports, calculations made, certificates, etc., unless otherwise agreed in writing.
- 3.14 The Customer presents the certificate only to the extent to which the certificate has been issued. The Customer shall not use the certificate given to its product in a way that is inappropriate for the reputation of the certification body and does not make statements for the certified product that the certification body may consider misleading or non-relevant.
- 3.15 If the certificate is suspended or cancelled, the use of promotional material referring to the possession of the certificate must be discontinued, and the documents requested by the certification body must be returned to the certification body.
- 3.16 The Customer uses the certification mark only to indicate that the products have been certified according to the requirements of the specified standard.
- 3.17 The Customer shall ensure that the certificate or report, or any part thereof, shall not be used in a misleading way and the use of the certification mark complies with the requirements of the certification body
- 3.18 During the validity of the certificate, protocol, etc., the Customer has the right to use the certificate etc. for advertising purposes in publications (eg brochures, leaflets and commercial documents) and to display the certificate in an unaltered form for advertising purposes. The Customer may not distribute or publish test reports, certificates or their copys in abridged form.
- 3.19 The rules for the use of the CE conformity mark accompanying the certificates issued by TÜV and the measures in case of misuse are described in guide MJ-14, which is available on the website (www.tuev-nord.de) or can be provided to the Customer in digital form upon request.

4. Scope of the order

- 4.1 The content and scope of the order must be unambiguously and clearly worded in writing by the Customer and must be confirmed in writing by TÜV. Additional oral agreements without written confirmation are null and void.
- 4.2 In order to execute the order, the provision of customarily expected assistance by the Customer or a third party must be ensured without any additional agreement. In the provision of assistance, the Customer or a third party must comply with applicable law.
- 4.3 If during the execution of an order the work has been completed for a part of the order that is

acceptable to the Customer, the order is deemed to be fulfilled in this part.

- 4.4 The Customer will immediately inform the certification body of any changes that may affect its ability to meet the certification requirements.

5. Order deadlines

- 5.1 The deadlines for the execution of the order are binding if explicitly agreed upon in their binding and TÜV has expressly and in writing confirmed their binding nature.
- 5.2 The timing of binding deadlines begins with a full agreement between the parties in all parts and conditions of the execution of the order and ends with the submission of the results by TÜV.
- 5.3 The deadlines for the execution of the order are valid only if the requirements of clause 3.4 are met in a timely manner.
- 5.4 TÜV is responsible for covering the costs incurred due to late execution or impossibility of the execution of the order only in so far as it is guilty of an offense under clause 6.4.

6. Warranty and liability

- 6.1 The warranty for TÜV covers only the work performed and the service provided for the order. The length of the warranty period relating to the execution of the order shall be agreed in writing before commencing execution of the order.
- 6.2 In the event of detection of flaws in the scope or quality of the execution of the order, except for other guarantees, TÜV is obliged only to replace or ex-post facto correct the relevant parts of the order. If the measures are not sufficient, the Customer may demand a reduction of price or termination of the contract.
- 6.3 Complaints must be submitted in writing to TÜV immediately after the flaw has occurred, but not later than seven (7) days after submission of the opinion, evaluation, evaluation report, test report, certificate or another order result. The Customer must notify TÜV of any hidden flaws as soon as possible, but not later than within the agreed warranty period.
- 6.4 TÜV is responsible under the contract in case of intentional and gross negligence.

7. Payment

- 7.1 Changes in the costs of TÜV in order to execute the order, and in particular an increase in personnel costs, may result in correction of the prices of completion of the order by TÜV.
- 7.2 If there is no other agreement, the valid price list of TÜV is the basis for paying for the order execution.
- 7.3 The execution of an order subject to fixed prices must be paid in accordance with the TÜV price list in force when executing the order.
- 7.4 The execution of an order subject to hourly prices must be paid in accordance with the TÜV

hourly price rate in force when executing the order.

- 7.5 If a written agreement is made for a fixed price, the fixed price applies regardless of the time taken to complete the order.
- 7.6 In case of an agreement of advance payment for an order, the advance payment must be made according to the TÜV price list applicable at the time of payment.
- 7.7 The execution of an order executed by a subcontractor of TÜV on the basis of a contract shall be paid for to TÜV by the Customer unless otherwise agreed in writing.
- 7.8 The VAT will be added to the fee, which will be added to the amount due at the current rate and will be shown on a separate line in the invoices presented.

8. **Payment terms**

- 8.1 The deadline for payment of the invoice is seven (7) working days from the date of receipt of the invoice unless otherwise agreed in writing. TÜV undertakes to inform the Customer of the meaning of expiry of the deadline at the beginning of the specified term.
- 8.2 The invoice must be paid in full within the deadline for payment of the invoice, together with the correct invoice number and indicating the client's number.
- 8.3 The invoice submitted to TÜV may be contested in writing, together with a justification, within five (5) working days from the date of receipt of the invoice. Otherwise, the invoice will be deemed approved by the Customer.
- 8.4 The Customer is not entitled to withhold the amounts or to set off payments unless there are uncontested or legally established claims.

- 8.5 The order results (protocols, reports, certificates, and other documents) are submitted by TÜV only after the final payment by the Customer.

9. **Other conditions**

- 9.1 Confidentiality. Information concerning the Customer obtained during the certification, testing or assessment, regardless of whether it has come from the Customer or from third parties, is confidential. TÜV has the right to mediate information about the Customer, obtained during certification or evaluation, to a third party (e.g., The Accreditation Body, the Technical Surveillance Authority) only if the legislation and contracts so require.
- 9.2 The certification and other operations are carried out by TÜV **impartially**. TÜV's policies and procedures are non-discriminatory and are managed in a non-discriminatory manner.
- 9.3 Publicly available information. The certification body will publish information on the certification procedure, applicant's costs, certification conditions, and for procedures for handling complaints and appeals. The information is provided in documents which form part of the applicant's documentation.
- 9.4 The relationship between TÜV and the Customer is governed by Estonian law. The disputes between TÜV and the Customer are subject to resolution in the Tallinn City Court.

Approved by the Manager's Decree on

12.10.2020