



General Terms and Conditions of Business ("GTC")

**of the European Certification Body GmbH
in its capacity as certification body in accordance with
EN ISO/IEC 17065 and EN ISO/IEC 17021-1**

Issued by: European Certification Body GmbH
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1. Scope of application

- 1.1 These GTC apply to all our business relationships with our customers (hereinafter: "Customer(s)"). They apply in particular to contracts for the certification of products and quality management systems, as well as our associated services, regardless of whether we provide these ourselves or have them carried out by co-operation partners, laboratories, suppliers or subcontractors (hereinafter referred to as "Certification Services"). However, they only apply if the Customer is an entrepreneur within the meaning of § 14 of the German Civil Code ("*BGB*"), a legal entity under public law or a special fund under public law.
- 1.2 Only our GTC shall apply. Conflicting, deviating or supplementary terms and conditions of the Customer are hereby rejected and shall not become part of the contract unless we expressly agree to their application in writing. If, for example, we accept orders without reservation, make deliveries or provide other services while being aware of the Customer's terms and conditions, or refer directly or indirectly to letters etc. containing the Customer's or third-party terms and conditions, this does not constitute consent.
- 1.3 Unless agreed otherwise, our GTC in the version valid at the time of the Customer's order shall also apply as a master agreement (§ 305 (3) BGB) to subsequent contracts within the meaning of Clause 1.1 above concluded with the same Customer, without requiring us to refer to them again.

2. Conclusion of contract, content and proof. Granting of certificate. Representation

- 2.1 The certificates issued on the basis of these GTC are issued for compliance with minimum standards and requirements from certain international standards, VDMA Standard Sheets and ECB•S Guidelines. Information on the standards can be found on our website <https://ecb-s.com>. How to enter into a contract for the provision of Certification Services is described in Clauses 2.3 to 2.14 below. Certificates that we issue after conclusion of the contract and completion of the certification process have a limited duration and expire at the end of this period. Furthermore, they may be restricted, suspended or withdrawn under certain conditions, which are specified in Clause 5 below.
- 2.2 There are certain charges for the certification of individual products and quality management systems. The cost of certifying quality management systems is calculated on a case-by-case hourly basis, taking into account the size of the company and the number of sites. The estimated costs will be specified in our offer. The costs for product certification are calculated on the basis of the ECB price list for certification procedures in accordance with ISO/IEC 17065.

- 2.3 To start the certification process, the Customer submits an enquiry. We process the enquiry and prepare a suitable offer for the Customer
- (a) For product certification, we review the Customer's enquiry and, upon request, send a non-binding offer for the provision of Certification Services. A non-binding offer will not be provided if the Customer includes a completed ECB•S C11 certification application with its enquiry. We may accept this offer from the Customer within 14 calendar days. The costs of the Certification Services are based on the current ECB price list for certification services in accordance with ISO/IEC 17065.
 - (b) For management certification, we invite the Customer to an individual consultation and, based on the information exchanged during this consultation, then prepare a non-binding, individual offer.
- 2.4 The Customer must notify us of any obvious errors (e.g. typing or calculation errors) and omissions in our non-binding offer, including all associated documents, so that we can correct or complete them before sending back the signed offer.
- 2.5 We offer product certification and management certification. The contracts for these two types of services have the following content:
- (a) Certification Services for products ("**Product Certification**"). The certification of individual products is based on three areas: type test, certification and third-party quality control of the production site. For this purpose, the Customer must grant us access to all relevant site areas. At this stage, it is determined whether production is carried out on the basis of the approved technical documentation in accordance with the ECB•S certificate. Furthermore, it is determined whether the production site operates in accordance with the requirements of a documented quality management system in accordance with ISO 9001 (EN ISO 9001). Only the smallest companies (so-called "micro enterprises") may deviate from the ECB requirement of a certified QMS. According to the recommendations of the European Commission, these are companies with fewer than ten employees and whose annual turnover does not exceed 2 million euros. In such a case, proof must be provided that a QMS has been implemented and documented in accordance with the minimum requirements of ECB•S C13, Chapter 2. The Customer will be notified of any additional co-operation duties in the ECB-S C10 Certification Guideline if these are required for Product Certification in the individual case.
 - (b) Certification Services for management processes ("**Management Certification**"). The certification of quality management systems is based on a Stage 1 and Stage 2

certification audit and a system evaluation. For this purpose, it is necessary that the customer grants us access to its sites and provides contact persons who can provide legally binding information on all relevant topics of ISO 9001. We will inform Customers of any additional co-operation duties in the individual offers.

2.6 We enclose a number of documents with our non-binding offer for Product Certification in accordance with Clause 2.5 (a) above, including:

- (a) these GTC. They apply to the entire contractual relationship between us and the Customer;
- (b) a formal application for certification (C11). In this application, the Customer specifies the products for which it requires certification and confirms that it has read and understood the relevant documents for Product Certification;
- (c) a list of documents to be submitted by the Customer (C13);
- (d) the applicable Certification Guideline (C10). In particular, it determines the validity period of the certificate we issue following successful completion of certification;
- (e) and the applicable price list for Product Certification.

2.7 We enclose a number of documents with our non-binding offer for management certification in accordance with Clause 2.5 (b) above, including:

- (a) these GTC. They apply to the entire contractual relationship between us and the Customer;
- (b) a formal application for certification (F001). In this application, the Customer specifies the processes for which they require certification;
- (c) a list of documents to be submitted by the Customer;
- (d) Certification Agreement (D004);
- (e) a list of audit expenditure established (F008);
- (f) a cost statement (F023).

- 2.8 In the non-binding offer for Management Certification in accordance with Clause 2.5 (b) above, we also state the cycle and times of the audit programme and also individual audit times and requirements from the Certification Agreement.
- (a) The audit programme cycle describes the initial certification, the 1st audit and the 2nd audit.
- (b) The individual audit times are calculated based on the number of employees and sites.
- 2.9 The Customer may sign and return our non-binding offer within the period stated in the offer.
- 2.10 Once the Customer signs and returns the offer, this is deemed to constitute its offer to enter into a contract for the provision of Certification Services.
- 2.11 We check the signed offer returned by the Customer and the formal application for certification (offer and C11 for Product Certification, D004 and F001 for management certification), also signed and returned by the Customer, for correctness and completeness.
- 2.12 As soon as we have reviewed the formal application for certification and the signed offer, we can accept the offer sent by e-mail and begin the certification process, the procedure for which is described in our offer and, if applicable, in the certification guidelines. Accordingly, a contract for the provision of certification services ("Certification Agreement") shall only come into effect when we, after reviewing the returned offer and application as specified in Clause 2.12, send back a declaration of acceptance by email.
- 2.13 If the product or the quality management system fulfils the requirements specified in the respective Certification Guideline, the Customer will receive a certificate for the product or for the quality management system applied for certification in the formal application for certification.
- 2.14 When the Customer places an order for Product Certification, an audit shall be conducted at least once a year at each of the Customer's production sites. The audits relevant to Management Certification are defined in the audit programme. Certification cannot be granted if the Customer prevents these audits from being carried out in good time.
- 2.15 We usually do not provide a fully detailed offer in response to requests for certification in accordance with Clause 2.5 (a).

- (a) This is done in cases with Customers already known to us with previously certified other products.
 - (b) In this event, in deviation from Clauses 2.9 to 2.12, a contract is concluded as follows:
 - (i) Sending the documents required for the Certification Services in accordance with Clause 2.6, in particular the formal application for certification (C11) in accordance with Clause 2.6 (b) above, shall constitute our non-binding offer. By returning the completed and signed formal application for certification, the Customer places a binding order with us and confirms acknowledgment of the relevant documents for Product Certification.
 - (ii) Once we have received the signed and returned copy of the formal application for certification, we will confirm receipt of the returned application to the Customer by e-mail.
 - (iii) We check the signed formal Application for certification returned by the Customer for correctness and completeness.
 - (iv) As soon as we have checked the formal application for certification, we can accept it by e-mail. With this e-mail confirmation, the contract for the provision of Certification Services is concluded and we will trigger the certification process, as is described in the Certification Guideline ECB•S C10.
- 2.16 Individual - including oral - contractual agreements shall always take precedence over these GTC (§ 305b *BGB*). The written agreement or, failing that, our written confirmation shall be decisive for proving their content, subject to evidence to the contrary.
- 2.17 With the exception of our managing directors, authorised signatories and employees expressly designated to the Customer as contact persons - to the extent authorised to representation - our employees have not the right to make offers, conclude contracts, make written or oral agreements or give other assurances. Any such statements made (or received) are irrelevant and not binding upon us.

3. Ordering certification marks

- 3.1 When the Customer is granted certification upon completion of the procedure in accordance with Clause 2, it may acquire certification marks ("ECB•S Certification Mark").
- 3.2 Each ECB•S Certification Mark must be assignable to a valid ECB•S product certificate. The model series and/or valid certificate number must be specified when placing the order.
- 3.3 Certification Marks may only be affixed to products if
- (a) ECB has issued a valid certificate for the product;
 - (b) the manufacturer has been approved by us (see ECB•S C10 Section 3.2.6 'Initial inspection') and
 - (c) the product complies with the approved technical documentation.
- 3.4 The Customer undertakes to return to us any Certification Marks still in the company's possession immediately upon expiry of the Product Certification.
- 3.5 The Customer may specify a delivery date for the ECB-S Certification Mark. Adherence to such date cannot be guaranteed. Deliveries usually take 14 working days.

4. Complaints and appeals

- 4.1 If a Customer does not agree with a decision made by ECB in relation to a certification, they can file an appeal.
- 4.2 The complaint and appeal procedure is as follows:
- (a) The Customer shall send its complaint/appeal to ECB in text form in German or English. The complaint/objection must contain the following information:
 - (i) name of the person submitting the complaint or objection;
 - (ii) name of the company (if relevant);
 - (iii) address and/or e-mail address;

- (iv) reason for the complaint or objection: Refusal of certification; changes and/or restriction of the scope of the certificate.
- (b) ECB confirms receipt of the complaint/appeal.
- (c) ECB analyses the certification process and obtains and evaluates the opinions of those involved in the process.
- (d) ECB decides whether the complaint/appeal is justified or not. If it is justified, ECB shall provide a remedy. If it is not justified, ECB will not provide a remedy. In any event, ECB will notify the Customer of their decision regarding a remedy.

5. Deadlines and dates. Termination

- 5.1 The contract for the provision of Certification Services runs for the duration required for us to perform the services offered. The duration of certification processes may vary. Any periods and deadlines specified by us in the offer are not binding unless expressly agreed otherwise. During this period, cancellation of the contract is possible only for cause (extraordinary termination).
- 5.2 In addition to the reasons for extraordinary termination provided for by law, we may terminate the contract for cause in particular if the Customer fails to fulfil its cooperation duties specified in the offer, or fails to do so in a timely or proper manner.
- 5.3 Any dates we give for Certification Services and (if agreed) for sending certificates are always approximate, unless a fixed date or deadline has been expressly promised or agreed.
- 5.4 Should we realize that a deadline or delivery date cannot be met, we shall notify the Customer as soon as reasonably practicable and inform it of the expected new deadline or delivery period.

6. Expiry, restriction, suspension, withdrawal of certificates

- 6.1 The certificates issued by us are issued for the duration specified in the offer or in the respective Guideline ("Validity Period") and expire upon expiry of the Validity Period ("Expiry"). The Customer must apply for prolongation. The costs for prolongation of the Product Certification are specified in the price list. In the case of Management Certification, a new offer is issued upon Expiry of the Validity Period.

6.2 We may limit the validity of certificates after they have been issued with effect for the future for a fixed period of time ("Restrict") or completely prohibit their use for a fixed period of time with effect for the future ("Suspend"). We may prohibit the use of certificates already issued in whole or in part with effect for the past and the future ("Withdraw").

(a) Product Certification may be Restricted in the following cases:

- (i) improper use of the certificate and the Certification Mark;
- (ii) improper labelling of products (i.e. labelling of products that do not comply with the approved technical documentation);
- (iii) deficiencies identified by external quality surveillance and not rectified within remedial period given;
- (iv) improper behaviour jeopardising the reputation of ECB•S certification and the reputation of the recognised bodies

(b) Product Certification may Expire:

- (i) through Withdrawal of the product certificate and the corresponding right to label products;
- (ii) upon return of the certificate by the certificate holder;
- (iii) upon Expiry of the Validity Period of the product certificate;
- (iv) upon Expiry of the Validity Period of the certificate for the certified quality management system in accordance with ISO 9001 or if a documented QM system can no longer be proven;
- (v) upon opening of insolvency proceedings against the assets of a certificate holder when the order to open insolvency proceedings is issued or if the court rejects the insolvency application due to lack of assets. This does not include the opening of insolvency proceedings in the event of imminent insolvency pursuant to § 18 of the German Insolvency Code ("*InsO*") under self-administration or, with regard to non-German companies, in accordance with similar rules and regulations in other countries;
- (vi) if the certificate holder undergoes liquidation.

- (c) A Management Certification may be Suspended if:
- (i) the Customer's certified management system permanently or seriously fails to fulfil the certification requirements, including the requirements for the effectiveness of the QMS;
 - (ii) the company (certificate holder) does not permit the performance of surveillance audits or re-certification audits to be carried out at the required frequency;
 - (iii) the company (certificate holder) has voluntarily requested the Suspension;
 - (iv) the Guidelines on which the application is based change and these changes are not implemented by the company (certificate holder) within a reasonable period of time;
 - (v) deviations identified during audits are not rectified within a reasonable period of time;
 - (vi) certificates or the certification logo are not used correctly (e.g. in the event of improper use);
 - (vii) the company (certificate holder) fails to fulfil its obligations (e.g. payment of fees);
 - (viii) there is a breach of the duty to inform - i.e. notification of changes with a significant impact on the functionality of the management system;
 - (ix) the ECB•S certification body loses its accreditation.
- (d) Management Certification may be withdrawn if the issues causing the Suspension have not been resolved by the company (certificate holder) within 6 months. The certificate is then withdrawn or the scope restricted.

6.3 The Suspension or Restriction period is as communicated by us at the time of Suspension or Restriction. A Suspension or Restriction period may be extended if it is not yet foreseeable at the end of such period whether the reasons stated in Clause 6.2 would persist. Upon expiry of the period last notified by us, certificates shall become effective again.

6.4 The Customer undertakes to remove Expired, Restricted, Suspended or Withdrawn certificates from all certified products and to return the original certificates to us. The Customer must delete digital versions of the respective certificate as soon as reasonably practicable. Should Suspended or Restricted certificates become effective again, we will return them to the Customer.

6.5 The Customer undertakes not to apply Expired, Restricted, Suspended or Withdrawn certificates to new products and not to put the certificates into circulation and/or use them for advertising or other purpose.

7. **Costs**

7.1 The costs quoted by us are exclusive of the applicable statutory value added tax. Invoices will show the value added tax, if applicable, separately.

7.2 All invoiced amounts are due for payment six (6) weeks after invoicing.

7.3 If one of the parties cancels the contract without notice, we will invoice the expenses incurred up to that point on an hourly basis in accordance with the then current price list. This invoice is due immediately, irrespective of Clause 7.2 above.

8. **Cancellation**

8.1 If an appointment for an audit required for certification ("Audit Appointment") is cancelled or postponed for reasons for which the customer is responsible, the following costs will be charged in accordance with the then applicable price list:

- (a) postponement less than four weeks prior to the Audit Appointment: 25% of the costs agreed for the appointment, based on the then applicable price list;
- (b) postponement less than two weeks prior to the Audit Appointment: 50% of the costs agreed for the appointment, based on the then applicable price list;
- (c) postponement less than two weeks prior to the Audit Appointment: 100% of the costs agreed for the appointment, based on the then applicable price list;
- (d) If we perform services on site and pertaining travel costs have already been incurred (in particular: flight and train bookings), we will invoice the Customer 100% of such costs already incurred.

8.2 If the customer proves that we have incurred less damage or no damage at all, liability for damages shall be based on the damage actually incurred.

9. **Right to issue instructions. Provision of services by third parties. Subcontractors**

9.1 Due to their expertise, our employees who perform the services are authorised to determine the manner in which the services are provided.

9.2 We are authorised to have services rendered by reliable third parties without the Customer's prior consent.

10. **Liability**

10.1 We assume liability exclusively in accordance with the following provisions:

10.2 We shall be liable in accordance with the statutory provisions in the event of intent and gross negligence, regardless of the legal basis.

10.3 For simple negligence, we assume liability for non-adherence to a fundamental condition of contract, limited to compensation of foreseeable damage that may typically occur. A fundamental condition of contract is an obligation whose fulfilment is essential for achieving the purpose pursued by the contract in the first place and which the Customer can reasonably expect to be fulfilled.

10.4 The limitations of liability in Clauses 10.2 and 10.3 above do not apply to claims arising from the German Product Liability Act and outside the scope of application of this Act for at least slightly negligent injury to life, limb and health of individuals.

10.5 To the extent that our liability is excluded or limited, the same shall apply to the personal liability of our representatives, employees and agents [*Erfüllungsgehilfen* as defined in § 278 BGB].

10.6 The Customer is obliged to notify us immediately of any damage so that we can report the incident to our insurance company if necessary.

10.7 We are not liable to the Customer for damage resulting from the Expiry, Restriction, Suspension or complete or partial Withdrawal of the certificate.

10.8 We assume no liability for absence of defects in products, components and materials that the Customer supplies to third parties. Our certification confirms to third parties that

individual products or product groups meet the requirements of the applicable Guideline. The certification does not confirm that all products in a particular group have been manufactured without defects.

11. Limitation of use. Exemption from liability

- 11.1 We prepare reports and certificates on the basis of the products, information, documents and records provided by the Customer. The Customer must not allow third parties to use reports and certificates prepared by us without our prior written consent.
- 11.2 The Customer shall indemnify us against each and any claim directed against us by third parties arising from the use of certificates if these are based on unclear, incorrect, incomplete or misleading information provided by the Customer.
- 11.3 The Customer shall indemnify us against each and any claim directed against us by third parties resulting from the continued use of certificates despite their Expiry, Restriction, Suspension or Withdrawal in whole or in part.
- 11.4 The Customer shall indemnify us against each and any claim directed against us by third parties and resulting from the defectiveness and/or incompleteness of products, components and materials, or reports and certificates. This indemnification further includes any reasonable legal defence costs incurred by us.

12. Force majeure

- 12.1 If we are affected by force majeure, we shall be released from our performance obligations for as long as and to the extent that such event persists.
- 12.2 Force majeure means any act or event that: (a) prevents us from fulfilling any of our obligations; (b) is beyond our reasonable control; (c) could not be prevented or overcome by us exercising reasonable care; and (d) is a result of any of the following events: Measures taken by local or federal governmental authorities (including embargoes, sanctions and similar restrictions), fire, flood, explosion, similar natural disasters or terrorism, vandalism, civil unrest or riot, strike, labour dispute (except strike or labour dispute involving our own employees) or epidemic/pandemic or disease, if these are classified as such by the World Health Organisation (WHO) or a similar authority in the country in which we are based.
- 12.3 As soon as we become aware of (a) the occurrence of an event of force majeure or (b) the reasonable expectation that an event of force majeure will occur in the foreseeable future

(both referred to as the 'date of occurrence'), we will send the customer a written notice describing the details of the event and the expected duration and likely impact on the performance of our contract. As long as the event of force majeure persists, we will provide timely updates as necessary.

13. **Data protection**

Information on data protection and Customer rights can be found on our website.

14. **Confidentiality**

14.1 We reserve full property rights, copyrights and other intellectual property rights to all documents, materials and other items provided to the Customer (e.g. offers, catalogues, price lists/cost estimates, plans, drawings, illustrations, calculations, product descriptions and specifications, manuals, samples, models and other physical and/or electronic documents, information and items).

14.2 The Customer must not make the aforementioned documents, materials and other items accessible or communicate them to third parties, utilise, reproduce or modify them, either "as is" or contents-wise, without our prior written consent. The Customer shall use them exclusively for agreed purposes, return them to us in full at our request, and destroy (or delete) any existing copies (including electronic copies) to the extent that they are no longer required in the ordinary course of business and/or due to statutory retention obligations. It shall confirm, upon our request, either that the return and destruction/deletion has been completed or explain which of the above-mentioned documents, materials or items it still requires and for what reasons.

14.3 When required in individual cases, we may enter into further confidentiality agreements with the Customer.

15. **Place of fulfilment and jurisdiction**

15.1 The contract is subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

15.2 The place of fulfilment is Frankfurt am Main.

15.3 The place of jurisdiction for all disputes arising from or in connection with these GTC and the contracts concluded under these GTC is Frankfurt am Main, Federal Republic of Germany.

16. **Final provisions**

- 16.1 Should any of the above provisions be or become invalid, this shall not affect the validity of the remaining provisions.
- 16.2 The written contract, including these GTC, which form an integral part of the written contract, fully reflects each and any agreement made between us and the Customer regarding the contractual subject-matter. Any oral agreements made or commitments given by us prior to the conclusion of the written contract are non-binding and are replaced in their entirety by the written contract, unless it follows expressly from them that they are to remain binding in the individual case.