

### 1. General

- 1.1 DELVIS renders statutory technical services in form of consultation, idea development, expert appraisals, testing, measurement, laboratory services, loan of personnel, specialist training and development of new products and technologies.
- 1.2 The client accepts the business terms and conditions and prices valid at the moment the contract is awarded.
- 1.3 Secondary agreements, assurances, including assurances about characteristics of products and any other explanations made by employees of DELVIS or experts employed by them are only binding if they are specifically confirmed in writing by DELVIS.

### 2. Performance of order

- 2.1 Orders accepted by DELVIS are carried out according to recognised technology standards as well as to recognised operational practices of DELVIS with the usual care – as long there are no other written agreements to the contrary. DELVIS does not assume responsibility for completeness and correctness of the safety programs or safety regulations on which the tests are based, as far as nothing else has been specifically agreed in writing.

The scope of the work of DELVIS is specified in writing when the contract is awarded. If any changes or extensions are to be made to the specified scope of work arising during normal execution of the order the consequences are changes in the schedule and if necessary price adjustment. Any changes must be arranged and agreed in writing in advance. In such cases the client has the right to cancel the contract. Services proven to have been performed until that moment are to be paid by the client immediately as stipulated in the contract and/or in accordance with the order. If the client does not challenge the continuation of the order in writing within 10 working days the new offer is assumed to be binding.

The contractual services are considered to be fully rendered and completed on compilation of the respective final reports.

### 3. Terms, Delay, Impossibility

- 3.1 The order time periods given by DELVIS are non-binding unless specifically agreed in writing.
- 3.2 **If DELVIS exceeds a binding order time period, for reasons that DELVIS is responsible, by more than 4 weeks the client has the right to put DELVIS into written default.** If the client is able to prove any damage caused by the delay and DELVIS acknowledges this, a claim for delay compensation can be made for each completed week. The compensation equals 1% of the outstanding order value on the contract per completed week. Optionally, DELVIS can undertake additional efforts in order to eliminate the delay. The arrangement in point 5 applies for far-reaching damage claims.
- 3.3 If the client fixes an appropriate extension date and DELVIS fails to meet this deadline, or if performance of the service becomes impossible for reasons that are its own responsibility, the client has the right to cancel the contract or to demand compensation damages because of non-fulfilment. The compensation for default is detailed in point 3.2. Far-reaching damage claims are excluded.

### 4. Guarantee and Liability

- 4.1 The DELVIS guarantee is restricted to specifically ordered services in accordance with point 2.1. A guarantee for proper performance and functioning of the total performance concerned, to which the appraised and tested parts belong, is not assumed. Specifically, DELVIS does not undertake responsibility for design, material selection and construction of the examined units / performance, unless clearly specified in the order.
- 4.2 Warranty obligations of DELVIS are restricted to subsequent repair in the case of faults or defects and in case of absence of a promised attribute to provision of this attribute within an appropriate time period. If subsequent repair or provision is unsuccessful, i.e. if it is impossible or unreasonable for the client or if DELVIS refuses to fulfil without authorization or subject to unreasonable delay, the client has the right to demand a reduction of the payment.
- 4.3 DELVIS only assumes liability for specific properties, in particular, that the services are suitable for the client's requirements, if a corresponding assurance of that respective property has been made. Liability for consequential damage from defects stemming from a specific breach of contract based on promised properties is excluded.
- 4.4 If a defect or deficiency that results from circumstances subject to control by DELVIS does not manifest itself as absence of a promised property then DELVIS is liable for the resulting damage caused to the client in cases of culpable negligence damage resulting from contravention of non-essential contractual obligations only up to a sum of maximum 10% of the order volume per order, and/or to a maximum amount of:
- 100.000,00 EURO for personal-damage
  - 100.000,00 EURO for material-damage
  - 25.000,00 EURO for economic loss
- 4.5 DELVIS is only liable for compensation claims with respect to § 13 Abs. 5 ATG that result from approved activities performed by DELVIS outside of nuclear engineering facilities in connection with the handling of a radioactive material covered by a permit, particularly relating to its transport, only to the maximum amount of cover officially stipulated per instance of damage. Any further liability is excluded.

- 4.6 Expense reimbursement claims in accordance with § 633 paragraph 2 (i.V.m. § 476 a) BGB are unaffected.

- 4.7 Liability restrictions of points 4.4 and 4.5 also apply with respect to the personal liability of the employees of DELVIS as well as experts consulted.

### 5. Exclusion of far-reaching liability and claims

- 5.1 All additional claims of the client for direct and indirect damage – regardless of the legal basis – especially claims for compensation arising from specific breach of contract or from unauthorised action or claims for compensation arising from damages not directly associated with the ordered object are excluded as far as they exceed the undertaken liability and guarantee described in points 3.2, 3.3, 4.2 to 4.7. This also applies with respect to the personal liability of the employees of DELVIS as well as experts consulted.
- 5.2 Apart from that the client will take out standard insurance against direct and indirect damage.

### 6. Compensation and payment conditions

- 6.1 The currently valid DELVIS schedule of prices apply for the invoicing of the services as long as a fixed price or price based on an alternative calculation modus has not been agreed in writing. In the absence of a valid schedule of prices individual contractual arrangement must be made in each case.
- 6.2 Advanced payments can be requested and partially invoicing, correspondingly to services rendered to date, can be submitted. It is not necessary to identify partial invoices as such. The receipt of an invoice does not automatically mean that DELVIS has fully settled the order.
- 6.3 The invoiced amounts are to be paid immediately upon submission of the invoices, at the latest, however, by the payment due date stated in the invoice, as far as no other agreements have been made. If the payment is made at a later date default interest of 2% above EURIBOR will be charged covering the period between the payment due date and the date of payment receipt.
- 6.4 The value added tax (VAT) applicable for the period for completion of the order will be levied over and above the payments due and will be detailed separately when invoiced.
- 6.5 Any objections regarding the invoices submitted by DELVIS should be substantiated in writing within the 14 day time of preclusion upon receipt of the invoice.

### 7. Secrecy, Copyright, Data Protection

- 7.1 DELVIS is permitted to take and file copies of documents handed over to DELVIS for perusal and that are important for the performance of the order.
- 7.2 Working results, copyrights, industrial property rights and patents that DELVIS acquires or registers through its own know-how remain the exclusive property of the supplier. DELVIS is prepared to grant the client a right of use at standard commercial conditions. Jointly acquired patent rights are to be jointly registered and are jointly owned by the parties if no other explicit assignment has been arranged. The utilization right is to be exercised by both parties as long as there is no other written agreement to the contrary. That also applies to all expert reports, testing results, calculations and so on compiled by the supplier.
- 7.3 DELVIS, its employees and the experts that it consults may not reveal and utilize any information on the business and operating performance obtained during the performance of the work without permission.
- 7.4 DELVIS processes personal data exclusively for its own purposes. DELVIS also uses automatic data processing systems for this purpose. To ensure compliance with data security requirements in appendix to § 6 BDSG, DELVIS has introduced technical and organisational measures to guarantee the security of existing data and the data processing flow. Employees involved with data processing are strictly bound to comply with the all BDSG data protection regulations.

### 8. Court of Jurisdiction, Place of Performance, Applicable Law

- 8.1 Court of jurisdiction for the enforcement of claims is Haimhausen for both contractual partners, as far as the prerequisites exist, in accordance with §38 Civil Procedure Code. This applies especially for debt collection procedure.
- 8.2 Place of performance for all obligations arising out of the contract is the domicile of the supplier responsible.
- 8.3 The contractual relationship and all related legal relationships are subject exclusively to the applicable law between domestic contractual partners of the Federal Republic of Germany under exclusion of standardized law governing the purchase of movable goods and the agreement of the United Nations on contracts relating to the international purchase of goods.

### 9. Area of application and sundry items

- 9.1 These terms and conditions apply to commercial traders as well as to all legal entities of public law and to public special assets unless explicitly specified to the contrary.
- 9.2 Otherwise statutory law is applicable.
- 9.3 In the event that one or more clauses of these general business conditions become partially or entirely ineffective, the validity of the remaining clauses remains unaffected. The same applies in the case of omission.