

GENERAL TERMS AND CONDITIONS

of the HSEQ Experts GmbH

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1 DEGREES

It is agreed that all services shall be provided on the basis of the following conditions. Upon conclusion of the contract, you were expressly made aware of our terms and conditions and have accepted them as legally binding by signing the order, registration and/or offer. Conclusions and agreements can only be understood as individual agreements in the sense of § 305 b BGB. We expressly object to the terms and conditions of the contracting party; they shall only be binding on us if we expressly agree to them in writing.

2 ORDERS

Orders are only to be submitted typed. We assume no liability for errors caused by unclearly written orders. We only accept telephone orders in very urgent cases. For transmission errors, which result from this kind of order, a liability is likewise impossible by us. Signed offers and registration forms for training courses are to be regarded as written orders.

3 OFFERINGS

- a. Our offers are subject to change without notice. Agreements made verbally by our field staff or with other employees not appointed to conclude contracts require written confirmation by the managing director or an authorised signatory in order to be effective.
- b. Information about our goods and services (technical data, dimensions, etc.) are only approximate; they are not guaranteed quality - unless the guarantee is given separately, expressly in writing.
- c. The customer may not change an accepted offer without the express written consent of HSEQ Experts. HSEQ Experts reserves the right, in case of consent, to invoice the client for the costs already incurred in connection with the accepted offer.

4 PRICES AND TERMS OF PAYMENT

Depending on the order, our services extend in particular to

- Consulting in the areas of health, safety, environmental management and quality management;
- Preparation of documentation in the fields of health, occupational safety, environmental management and quality management;
- Periodic inspections;
- Inspections;
- Trainings;

The prices and terms of payment shall apply in detail:

- a. The prices do not include travel expenses (e.g. overnight stays, additional board, or travel expenses). These will be invoiced separately. For travel costs, either the actual cost of travel to and from the event using public transport or travel to and from the event by car will be charged at € 0.40 per kilometre driven. The travel time is invoiced as



working time. This also applies to the arrival and departure of our employees from the company headquarters in Emden to the agreed location.

- b. The statutory value added tax is not included in our prices; it is shown separately in the invoice. In the case of persons within the meaning of § 310 para. 1 sentence 1 BGB (entrepreneurs, legal entities under public law or special funds under public law), we base our deliveries on the applicable VAT rate.
- c. HSEQ Experts is entitled to increase the prices according to the actual costs if the information provided by the customer about the service to be rendered was incorrect and/or if the delivery or service or work performance takes place later than 4 months after conclusion of the contract. Otherwise, the price stated in the order confirmation shall apply. We shall also be entitled to increase prices vis-à-vis persons within the meaning of § 310 para. 1 sentence 1 BGB (German Civil Code) if the delivery or provision of services takes place within 4 months of conclusion of the contract and the costs on our goods increase between conclusion of the contract and delivery. The price increase shall become effective as soon as we have notified the buyer/service or work performance customer thereof in writing.
- d. Discounts shall only be granted if expressly agreed in writing under individual law. Otherwise a cash discount deduction is inadmissible and the customer is obliged to pay invoice amounts without deduction within 14 days of the invoice date.
- e. If the customer is in default of payment within the meaning of item e, we shall be entitled to charge interest at a rate of 5% above the respective base rate; if the buyer/client is an entrepreneur or another person within the meaning of § 310 para. 1 sentence 1 BGB, the interest rate shall be 8% above the base rate. We reserve the right to provide evidence of increased damage caused by default. Furthermore we charge an administration fee of 10,00€ per reminder (or reminder).
- f. If the customer falls behind with a due payment in whole or in part, we shall be entitled to withdraw from the contract after the unsuccessful expiry of a reasonable deadline set for him. Our right of withdrawal shall also exist if circumstances become known which are suitable to reduce the creditworthiness of the buyer/client. If we withdraw from the contract, we shall be entitled to mark the goods delivered by us at the customer's expense, to store them separately and to have them collected. The buyer/client hereby already declares his agreement that the persons commissioned by us to collect the goods may enter and drive on the premises where the goods are located for this purpose. In addition to the right of rescission, our right to assert claims for damages in accordance with the provisions of the new version of the German Civil Code (Bürgerliches Gesetzbuch) shall remain in force, as under the new law, damages may be claimed in addition to rescission.
- g. As an alternative to our rights of rescission in accordance with paragraph g above, we may also demand security from the customer.
- h. If the buyer/client cancels the order, the following conditions apply to the cancellation costs: In the case of cancellation up to 7 days before the agreed date, 50% of the order



amount will be due. In the event of cancellation 3 days or more before the agreed date, 100% of the order amount will be due.

- i. Rights of retention of the customer, which are based on another contractual relationship, are excluded. Rights of retention of the buyer/client which are based on the same contractual relationship are also excluded if the buyer/client is a person within the meaning of § 320 para. 1 sentence 1 BGB and the counterclaim is disputed and has not been legally established. The buyer/client is not entitled to offset a counterclaim if this claim is disputed or has not been legally established.
- j. Invoices must always be paid quoting the invoice number.

5 RETENTION OF TITLE

Insofar as not only services and work performances are the subject of the order, but also goods are to be delivered and/or installed within the framework of purchase contracts and work performances, shall apply:

- a. The goods delivered by us shall remain our property until all claims arising from the concrete order have been fulfilled. With regard to companies and other persons within the meaning of § 310 Para. 1 Sentence 1 BGB (German Civil Code), we retain title until all claims against the buyer/client to which we are entitled for any legal reason arising from the business relationship have been satisfied.
- b. The buyer/client assigns to us all claims arising from any resale of the goods subject to retention of title together with all ancillary rights and security interests; we accept the assignment. If the realisation of our claims appears to us to be at risk, the buyer/client as our business partner shall, upon request, notify its customer of the assignment in writing and provide us with all necessary information and documents. They may not enter into security agreements or pledges.
- c. In case of breach of contract by the customer, in particular in case of default of payment, HSEQ Experts is entitled according to the legal regulations to withdraw from the contract and to take back the delivery item. The customer permits HSEQ Experts to enter his business and storage premises unhindered in order to take back the goods. After taking back the goods, HSEQ Experts is entitled to sell them. The proceeds from the sale shall be set off against the customer's liabilities, less reasonable selling costs, in accordance with §367 BGB (German Civil Code).

6 DELIVERY PERIOD

- a. Our delivery times are generally only approximate and non-binding. Agreements deviating from this concerning a binding delivery time must be made expressly and in writing. If we cannot deliver on time, we will inform the buyer/client immediately.
- b. If, for reasons for which we are responsible, we are in arrears with the delivery/service or work performance and the buyer/client has unsuccessfully set us a reasonable grace period, he may withdraw from the contract. Claims for damages by the buyer/client for



breach of duty are excluded - unless we or our vicarious agents have acted with gross negligence or intent.

- c. Unforeseen events for which we are not responsible (such as energy shortages, delays in the delivery of essential components and other materials, import difficulties, operational and traffic disruptions, strikes, lockouts, weather conditions, force majeure) shall extend the delivery time/processing time accordingly. If we are unable to perform even after a reasonable extension, both the buyer/client and we shall be entitled to withdraw from the contract. Claims for damages of the buyer/client are excluded. If we withdraw from the contract, we shall immediately reimburse the buyer/client for all payments already made.
- d. Insofar as we have claims against our suppliers, our liability shall be based on the assignment of these claims to the buyer/client, who hereby already accepts this assignment for this case. A claim by the buyer/client for reimbursement of costs incurred in the course of asserting claims against a supplier shall in any case be excluded if any cost-causing measures - in particular the initiation of legal proceedings - have not been agreed with us in advance; the written form is required for this purpose.

7 CONFIDENTIALITY, DATAPROTECTION, PUBLICATION

- a. The parties mutually undertake to treat all exchanged confidential information as confidential, both technical and business, even beyond the time of termination of the respective order. They will contractually obligate their employees and vicarious agents to comply with the current legal requirements (DS-GVO).
- b. This confidentiality obligation does not apply to information which is generally accessible or has been lawfully published.
- c. Within the scope of the intended purpose, we are authorised to process the personal data voluntarily entrusted to us within the scope of the respective order, in compliance with the provisions of data protection.
- d. The customer/client agrees that we include his name in our reference list. We are entitled to name the customer/client as a reference in advertising material, on our homepage and the like. However, this requires a written agreement. Which may be revoked at any time.

8 PROTECTION OF THE CONTRACTOR

The customer/client undertakes not to employ the employee employed by the company during and for a period of 12 months after the end of the order.

For each case of culpable infringement, the client shall pay a contractual penalty of 10,000 € to HSEQ Experts GmbH.



9 SUPPLEMENTARY CONDITIONS FOR THE APPOINTMENT OF THE COMPANY REPRESENTATIVE

Such as occupational safety specialists, hazardous substances officers, occupational physicians, hazardous goods officers, waste management officers within the framework of continuous support.

9.1 Assignments

- a. The tasks are performed by us in accordance with the services offered and in accordance with the applicable regulations and specifications.

This means, for example, that the service performs the tasks arising from § 3 and § 6 ASiG in connection with the accident prevention regulations DGUV regulation 2 "Company physicians and specialists for occupational safety" of the employers' liability insurance association(s) described in Annex 1 and responsible for the client (in accordance with § 19 ASiG - Inter-company Services).

- b. Our company representatives are duly selected in accordance with the applicable regulations and the tasks are assigned to the required extent. If the competent ombudsman is prevented from carrying out the agreed activities, he shall be represented by another ombudsman. Our company officers are trained to the necessary extent in order to always be able to fulfil their tasks in accordance with the latest findings and methods.

9.2 Start and Termination

The contractual relationship begins according to the agreed date in the order and can be terminated by either party with a notice period of 3 months to the end of the contractual year. Notice of termination must be given in writing. If the contract is not terminated, it shall be extended for at least one further year.

9.3 Directives

For us, the client is the contractual partner and thus the interlocutor in all fundamental questions arising from the contractual relationship and the task at hand. Apart from the Customer (or his representative), no other employee of the Customer (including a superior) shall be entitled to give any instructions to the Company Representative seconded by the Service. If our company representatives are hindered in their work, they will inform the client immediately. Company representatives are not subject to instructions when applying their specialist knowledge.



9.4 Disclosure Obligation

The customer shall provide the commissioned company representatives with all information and data necessary for the proper performance of the tasks. The customer enables the company representatives to carry out examinations, company inspections or workplace inspections after prior agreement on an appointment.

9.5 Number of employees and hours worked

For tasks according to DGUV regulation 2 "Company physicians and specialists for occupational safety":

- a. The contracting entity shall communicate the number of employees at the time of conclusion of the contract. In addition to full-time and part-time employees, these also include part-time employees.
- b. According to § 2 para. 3 annex 2 of the accident prevention regulation DGUV regulation 2 "company physicians and specialists for occupational safety" of the employer's liability insurance associations listed in annex 1, the company physician and the specialist for occupational safety are required to work hours per employee per year for basic care as sum values. The offer thus results in a volume of working hours for basic care as well as the number of employees. If the number of employees changes, the client will inform us and redefine with us the allocation of the assignment times for basic care. The adjustment of the scope of care can only take effect at the beginning of a new calendar year. For this reason, the number of employees must always be reported by 01.12. of the current year at the latest.
- c. The personnel expenses for the company medical and safety requirements for company specific support in accordance with Section 3 of Annex 2 DGUV Regulation 2 shall be documented between the customer and us in accordance with Appendix 4 of DGUV Regulation 2 and agreed in writing in the offer.
- d. The above-mentioned services are scheduled between the client and the company representative. Operating times are not identical with attendance times in the company, but include organisational work, preparation and follow-up times, e.g. for inspections, committee meetings and telephone calls with e.g. authorities, even if this work is carried out outside the company. Travel times do not belong to the operating times.
- e. We will inform our client about this before exceeding the defined scope of support.
- f. If, due to necessary additional requirements, we should not be able to manage with the times determined, these will be charged at the respective hourly rate without you requiring any further consent.

10 ADDITIONAL CONDITIONS FOR PROJECT WORK

Such as HSE managers, safety and health protection coordinators, safety engineers, etc.



- a. The terms and conditions agreed in the offer and order as well as the contents of these GTC shall apply to the processing of sub-projects.
- b. We conclude a project contract with our customers/clients for the processing of extensive projects, in which, for example, an expert works full-time for a defined period of time, since the conditions are much more extensive and therefore require an in-depth description. The project contract is an addition to the General Terms and Conditions.

11 ADDITIONAL CONDITIONS FOR TRAINING COURSES AND INSTRUCTIONS

11.1 Conditions of participation and payment

- a. Our seminars are open to all interested parties. The number of participants in all seminars is limited in order to guarantee the communication of the seminar contents. Registrations must be made in writing before the start of the seminar. They are entered via an address file, processed in the order in which they are received, and confirmed. The registration is binding for you.
- b. For cancellations up to 7 days before the agreed date, 50% of the order amount is due. In the event of cancellation 3 days or more before the agreed date, 100% of the order amount will be due. The revocation must be made in writing. In the event of later revocation or non-appearance or premature termination, we will charge the full seminar fee. The receipt of the revocation by us is decisive. It is possible to nominate a substitute participant at any time. Cancellation costs do not apply if the registered person is booked for another seminar, provided that this also takes place 1 week before the beginning of the seminar.
- c. The participation fee is due upon receipt of the invoice without any deduction. Please transfer the stated invoice amount, stating the invoice number, only after receipt of the invoice. Our prices always apply plus the statutory value added tax. For training courses at the customer's location, travel costs will be charged in addition to the seminar fees.
- d. We reserve the right to cancel a seminar due to an insufficient number of participants or if there are reasons for which we are not responsible (e.g. illness of the lecturer, force majeure). In these cases the participants will be informed immediately. Seminar fees already paid will be refunded; further claims are expressly excluded!
- e. Each participant receives extensive documentation during the seminars. All rights to these documents or parts thereof are owned by HSEQ Experts GmbH. Reproduction of the documents is only permitted with the written permission of HSEQ Experts GmbH. HSEQ Experts GmbH accepts no liability for any errors contained in the seminar documents, or which have been communicated orally or in writing. As a result, no liability is accepted for any resulting damage or consequential damage.



11.2 Right of withdrawal for consumers

If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or self-employed professional activity), you are entitled to a right of revocation in accordance with the statutory provisions.

11.3 Revocation Instruction

11.3.1 RIGHT OF WITHDRAWAL

You can revoke your contractual statement within 14 days without giving reasons in writing (eg letter, fax, e-mail). The period begins after receipt of this instruction in text form, but not before conclusion of the contract and also not before fulfilment of our duties to inform according to article 246 § 2 in connection with § 1 paragraph 1 and 2 EGBGB. The timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation is to be addressed to: HSEQ Experts GmbH, Zum Nordkai 16, D-26725 Emden; Mail: info@hseq-experts.com; Phone: 04921 99 7777 0.

11.3.2 REVOCATION CONSEQUENCES

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered. If you are unable to return or surrender to us the goods or services received and their uses (e.g. advantages of use), or if you are unable to return or surrender them in full or in part, or only in a deteriorated condition, you must compensate us for the loss in value. This can lead to the fact that you must fulfill the contractual payment obligations for the period up to the revocation nevertheless. Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your declaration of revocation, for us with its receipt.

11.3.3 SPECIAL NOTES

Your right of withdrawal expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of withdrawal.

11.4 Terms of use for certificates/certificates of participation & data protection

- a. The authorisation to use a personal qualification certificate applies exclusively to the person specifically designated in the qualification certificate for the competence designated in the qualification certificate.
- b. The proof of qualification may only be used in the form provided by us. It may not be used only in part or in excerpts. You are not authorized to make changes to the proof of qualification. The proof of qualification must not be used misleadingly. If these conditions are violated, we may prohibit further use of the proof of qualification.
- c. Should we be held liable by third parties due to illegal or misleading use of the proof of qualification by you, you are obliged to indemnify us from all claims of third parties.
- d. By sending the registration, the customer agrees to the permissibility of the data collection § 6 DSGVO or the current legal privacy statement. We assure you that we



will only use your personal data to create training certificates and will not pass them on to third parties. The confidentiality of your personal data is guaranteed. Your right to rectification and deletion ("right to be forgotten") will not be taken into account and can be requested at any time. If you have any questions about data protection, please send us an e-mail: hseqgf@hseq-experts.com

12 BREACH OF DUTY AND LIABILITY

- a. In the event of a defect or other breach of duty by HSEQ Experts, the customer must fully demonstrate and prove the alleged defect or breach of duty, otherwise no warranty or liability shall apply.
- b. Our liability extends to the status of the applicable provisions of corresponding work or service.
- c. HSEQ Experts GmbH is only liable for damages - for whatever legal reason - if it has caused these damages intentionally or through gross negligence or if it has negligently violated an essential contractual obligation ("cardinal obligation"). HSEQ Experts GmbH is liable in the event of a breach of essential contractual obligations only for the foreseeable damage typical for the contract at the time of conclusion of the contract.
- d. Except for intentional or grossly negligent breach of duty or injury to life, limb or health, HSEQ Experts shall be liable only for direct damages, without liability for indirect or consequential damages, such as loss of sales, loss of profits or damage to reputation.
- e. As far as HSEQ Experts GmbH is liable for damages caused by negligence in case of violation of essential contractual obligations according to the above, their liability for compensation is limited to the amount of: 500,000.00 EUR for property damages, 125,000.00 EUR for financial damages.
- f. Liability for damages caused by the violation of non-essential contractual obligations due to simple negligence is excluded.
- g. The exclusion or limitation of liability contained in this disclaimer does not apply to damage to life, body or health or to claims arising from a guarantee of quality or under the Product Liability Act.
- h. Insofar as claims for damages against HSEQ Experts GmbH are excluded or limited, this also applies to the personal liability of the organs, experts and other employees as well as vicarious agents of HSEQ Experts GmbH.
- i. Our liability for defects in services and/or work shall be 2 years from the date on which the work is performed; if the customer is an entrepreneur or another person within the meaning of § 310 Para. 1 Sentence 1 BGB (German Civil Code), the limitation period shall be 1 year.



13 PLACE OF PERFORMANCE/JURISDICTION

Place of performance for both parties to the contract is Emden. The place of jurisdiction - also in the bill of exchange and cheque process - is (if our contractual partner is a merchant) Emden.

14 FINAL PROVISIONS

- a. German law shall also apply exclusively to deliveries abroad. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- b. In the case of export and purchase goods by our customers outside the Federal Republic of Germany, we do not assume any liability if our products infringe the industrial property rights of third parties. The buyer/client is obliged to compensate all damages caused by the export of our goods which were not expressly delivered by us for export.
- c. Should these provisions be partially invalid or incomplete, this shall not affect the validity of the remaining provisions.

Emden, 01.06.2018

HSEQ Experts GmbH, Zum Nordkai 16, 26725 Emden, Germany

