

**ExVA Kft.**

**GENERAL TERMS AND CONDITIONS**

**1. The Purpose of the General Terms and Conditions**

1.1 The purpose of the General Terms and Conditions (GTC) is to regulate the general aspects of the agreements concluded by ExVA Vizsgáló és Tanúsító Kft. (hereinafter ExVA) and the clients requiring the services of ExVA (hereinafter the Client, and ExVA and the Client shall be jointly referred to as the Parties), in detail, with respect to the use of the services provided by ExVA, in order to ensure that the agreements concluded with the Clients (service agreements) primarily contain the specific terms and conditions agreed by the Parties.

1.2 The services provided by ExVA pursuant to the service agreements shall include, but are not limited to the following: technical testing and audit, technical expert services and supervision, product inspection and certification, and all other services that may be required during the performance of the agreement.

1.3 ExVA shall provide its services referenced above as an independent professional service provider acting in accordance with the requirements and processes of the Clients, and in full compliance with the applicable laws, standards and other authority regulations, its own internal regulatory procedures, inspection, testing and certification policies approved by the National Accreditation Authority. Its activity and the content of the documents generated in relation thereto shall not be modified by other business or miscellaneous circumstances.

1.4 The General Terms and Conditions shall form part of the service agreement, and they are available

on the Internet website of ExVA ([www.ExVA.hu](http://www.ExVA.hu)). The General Terms and Conditions shall, at specific request, be provided to the Client in a hard copy delivered prior to

1.5 the acceptance of the service agreement so that the Client can review the content thereof. By signing the service agreement and/or the General Terms and Conditions, the Client confirms that it understands and accepts the General Terms and Conditions.

1.6 In case of any discrepancy between the specific service agreement (hereinafter referred to as the service agreement) and the General Terms and Conditions, the provisions of the service agreement shall prevail.

1.7 Any general terms and conditions of the Client may only be incorporated into the service agreement if such is unambiguously and expressly stipulated in the service agreement.

**2. Conclusion of the Agreement**

**A. Request for Quotation**

2.1 ExVA may provide its services following a request for quotation to this effect and pursuant to a written service agreement. The request for quotation shall include all the information required to provide the services and to define the scope of such services, namely:

- the product to be certified, marked in a manner that allows for identification,
- the application scope of the certificate,
- all information necessary to test and certify the product to be certified in order to draw up the quotation.

2.2 The request for quotation may be delivered by mail, fax, e-mail, or as part of a personal consultation if required. The Client shall be liable for the correctness, accuracy and timeliness of the

information included in the request for quotation or its attachments. By sending the request for quotation to ExVA, the Client expressly accepts, by conduct, these General Terms and Conditions.

#### B. Quotation

2.3 The offer shall be drawn up by ExVA based on the information provided to it, subject to the nature of the service intended to be ordered and in compliance with the applicable regulations. The offer may include the obligation of the Client to make payments in advance.

2.4 As far as the scope, price and delivery date are concerned, the ExVA offer may, at any time before the conclusion of the service agreement, change subject to consultations with the Client.

2.5 Unless prohibited by other regulations, ExVA may draw up its offer in several different versions, and offer optional services in addition to the basic services.

2.6 The offer or the draft service agreement shall be delivered by ExVA to the Client in writing sent by post, fax or email to the contact details specified in the request for quotation. The offer shall only be valid if made in writing.

2.7 The fees payable for the services listed in the offer of ExVA and the obligation of the Client to pay the fees shall apply notwithstanding whether due and proper performance brings about results favourable for the Client.

2.8 The expiry date of the binding offer shall be stipulated by ExVA in the offer issued. Should ExVA fail to state the expiry date of the binding offer in its offer, in case of a distance offer the offer of ExVA shall remain binding until, subject to the nature and complexity of the agreement, the Client can deliver its response to the offer without undue delay within reasonable time after the receipt of the offer, but

not more than 30 days after the delivery of the offer to the Client. If the offer is accepted by the Client following the expiry date of the binding offer, ExVA may amend the content of the offer or refuse to sign the agreement drawn up based on the late offer.

#### c. Conclusion of the service agreement

2.9 The Client is free to choose any of the offer versions or the additional services offered to it depending on what it needs. The Client shall communicate its choice to ExVA by selecting the appropriate offer, and by completing and duly signing the offer sheet or the service agreement, and by delivering it to ExVA. Upon return of the approved and signed offer sheet or service agreement before the expiry date of the binding offer, the service agreement shall be deemed to be concluded in accordance with the content thereof, of which ExVA shall send a confirmation to the Client.

2.10 The agreement may be concluded in a manner different from the above on the condition that ExVA shall only be bound to provide services pursuant to a printed written agreement, or a written offer and the printed confirmation issued based on the written acceptance of the same.

2.11 Should the contractual terms and conditions change due to change in the needs of the Client (e.g. new sample), ExVA shall deliver a draft offer amendment about the required changes in price and/or delivery date, the acceptance of which the Client shall confirm within 8 days. In the absence of an agreement, the binding offer shall expire within 30 days.

### **3. Impartiality**

The ExVA Ltd.

- in order to be legally identifiable, it indicates its name, address and other contact details on its

- letterhead and on any document issued by as a certification body,
- managing director declares that the owner of ExVA Ltd. does not intervenes in the expert, test, surveillance resp. certification activities of ExVA Ltd.
  - managing director declares that the ExVA Ltd. does not receive any financial support,
  - its testing laboratory, its certification body evenly allows all its customers to use their services without discrimination. The regulations only take into account professional, legal aspects, and do not restrict unreasonably the opportunities of the applicant client,
  - its testing laboratory, its certification body do their work independently without any external and internal influence, have their own appointed managers, whose professional independence is guaranteed.
  - The managing director of ExVA Ltd., the representative of quality system resp. the Governing Board (TET) who is independent from the Certification Body continuously check the certification activity of Certification Body, the compliance with the impartiality of the staff.
  - is responsible for the impartiality of its test and certification activities and it does not allow to exert pressure to give up its impartiality by commercial, financial, or other means. All employees are free from any political, economic, commercial, monetary and other influences that could affect the test, inspection, certification activities and its results,
  - carries out a risk analysis that is reviewed annually to determine the dangers of impartiality,

- its personnel are not involved in the design, development, manufacture, assembly, distribution, sale and advising of potentially explosive equipment, products which are tested and certified by them.
- declares that there is no cause for conflict of interest with it. It acknowledges that it is obliged to report in writing immediately, but no later than 5 working days from the date from recognition of the event giving rise to the conflict of interest, if there are any grounds for incompatibility.

#### **4. The Services**

4.1 The scope of the services may only be governed by the written service agreement / written offer approved and agreed by the parties and the written approval thereof and the confirmation attached thereto.

4.2 The parties shall amend the service agreement if services different from those stipulated in the agreement or the confirmation are requested. If the provision of the services is discontinued at the Client's request or for reasons within its control (e.g. the test sample becomes defective), it shall be registered by ExVA, the Client shall be immediately notified if necessary and at the same time ExVA shall send its invoice of its expenses (test fee and costs) proportionate to the partial performance. If the Client manages to remove the obstacles to the provision of the services before the delivery date stipulated in the offer, ExVA shall proceed with the procedure. In such cases the performance date agreed by ExVA shall be extended subject to the other commitments of ExVA at the time.

4.3 If the original contractual terms and conditions need to be amended (e.g. due to

modifications made to the design of the test sample), test may only continue after the agreement is amended.

4.4 Save for the exception in the previous paragraph, if the provision of the services is discontinued, the Client shall deliver a written statement of its continued need within 8 days. If no such statement is delivered or if a negative statement is delivered, the agreement shall terminate, the services shall be closed at their current level and shall be invoiced by ExVA. Should there be a difference between the amount transferred in advance and that indicated in the final invoice, the party obligated to pay shall transfer the difference within 8 days.

4.5 Unless stipulated otherwise in another written arrangement, performance under the agreement shall be carried out in accordance with the generally accepted and acknowledged rules of the relevant activity, and in compliance with the regulations in effect on the date of the performance. Due and proper performance complying with the provisions of this Clause shall be deemed performance in accordance with the agreement even if its outcome is unfavourable to the Client. The contractual terms and conditions may be modified if the applicable requirements change during the provision of the services.

4.6 In such a case performance may only be continued following the amendment of the agreement.

## 5. Performance Dates

5.1 The performance date stipulated in the agreement shall be defined based on the data provided by the Client. The performance dates may only bind ExVA if they are expressly accepted and confirmed by ExVA in writing as binding. ExVA shall

only pay compensation for its deviation from the performance date if, before the conclusion of the agreement, the Client expressly notified ExVA about its interest in compliance with the performance dates. If the Client is in delay with the performance of its obligation, such shall exclude delay on the part of ExVA at the same time.

## 6. Rights and Obligations of the Parties

6.1 The Client and third parties acting on behalf of the Client shall cooperate with ExVA for the provision and performance of the services.

6.2 The Client shall perform and ensure the performance of the activities required for the performance of the agreement by its assistants or third parties involved, in due time and free of charge.

6.3 The Client shall deliver and provide all the documentation, test samples, information, communication channels, supporting materials, resources, etc. required for the performance of the agreement free of charge. Cooperation on the part of the Client shall in all cases comply with the effective legal regulations, standards, security requirements and safety regulations.

6.4 The Client shall bear all additional expenses related to delay in or repeated performance of the work due to any of the following reasons:

- late, incorrect or inaccurate data,
- non-contractual or improper cooperation,
- amendments initiated by the Client after the conclusion of the agreement,
- late delivery of, inappropriate or non-functioning test sample.

6.5 Even in case of fix or maximised prices, ExVA may charge the additional expenses subsequently subject to prior consultation with the Client and with a necessary and reasonable itemised certificate of the

additional expenses.

6.6 ExVA shall act in accordance with the instructions of the Client, on the condition that such instructions shall not apply to the way work is organised and they may not make performance more burdensome. ExVA experts shall warn and notify the Client if the instructions given by it are impractical or unprofessional. Should the Client maintain its instructions despite the warning received, ExVA may cancel the agreement.

6.7 If the services are to be provided at a location appointed by the Client, the Client shall deliver the location of the performance to ExVA in a condition suitable for due and proper performance. ExVA may refuse to commence work until the Client complies with such obligation. Should the Client fail to comply with its obligation until the due date stipulated by ExVA, ExVA may cancel the agreement and is entitled to forfeit money, and may claim damages as well. The amount of the forfeit money is specified in Chapter 13 of the GTC.

6.8 The Client shall observe the certification requirements as follows:

- a) for the certification of the product, the Client shall comply with the key health and safety requirements under the applicable legal regulations by using the technical standards applicable to the product;
- b) in certifying the product, the Client shall observe and comply with the requirements of the certification regime prescribed by ExVA.

6.9 ExVA shall notify the Client about changes in the requirements of the certification regime.

6.10 The Client shall ensure that in the production

of the certified product all products comply with the applicable legal requirements and the technical standards, and that all products are identical to the sample piece tested during product certification.

6.11 The Client shall provide the documentation and sample necessary for the product compliance evaluation procedure, and it shall also ensure the circumstances of production/product supervision, such as:

- the availability of the documentation for inspection,
- testing and calibration devices for testing the product,
- access to location, personnel, subcontractors,
- the possibility to investigate complaints.

6.12 The Client represents and warrants that the certification of the product is in line with the application scope of the certification, as follows:

- it defines the product for which certification is intended to be obtained (description, type, technical data, etc.) and an application form is submitted as required by the ExVA certification regime,
- it defines the legal provisions and technical standards with which the product is conform,
- it represents and warrants that the product can be certified within the certification regime applied by ExVA.

6.13 The Client represents and expressly undertakes not to use the product certificate in a manner that would be detrimental to the reputation of ExVA, and not to make any misleading statement related to product certification.

6.14 Upon the suspension, withdrawal or expiry of the certificate, the Client shall discontinue the use of

all advertising materials that contain reference to the certificate and it shall discontinue the marketing of the product, and it shall also take all necessary measures that may be required by ExVA from the Client during the process of suspending, withdrawing or expiry of the certificate.

6.15 The Client shall deliver the full and complete copy of the certification documents; no extracts are accepted by ExVA.

6.16 The Client may only make references to certified products in documents, publications, advertisements and exhibitions made by itself and/or third parties on its behalf. If the product has no certificate or its certification is pending, the Client shall indicate such information.

6.17 The Client shall comply with the requirements stipulated in legal regulations and technical standards as applicable to the use of conformity marks and manufacturer's declaration of conformity.

6.18 The Client represents and warrants that it keeps records about all complaints related to compliance with the certification requirements, and it shall hand them over to ExVA during production/product supervision.

6.19 The Client shall notify ExVA about all changes that affect its ability to comply with the certification requirements, including in particular, but not limited to the following:

- legal status, ownership interest,
- organisation and personnel,
- modification to the product or the manufacturing method,
- contact address and place of manufacturing,
- major changes to the quality control system.

6.20 Certification, testing and production/product supervision shall be performed by ExVA for a fee.

6.21 Production/product supervision shall be performed by ExVA as long as the product is manufactured or distributed by the Client. If the Client delivers a written statement on the discontinuation of the manufacturing and the distribution of the product, ExVA shall suspend production/product supervision.

6.22 Furthermore, the Client shall:

- Facilitate the required steps of the testing, evaluation, certification process,
- Take all necessary measures to ensure the success of the testing and evaluation procedure, including ensuring access for ExVA to technical documents and notes, and notification on measures taken in connection with handling complaints.

6.23 The Client's statement related to the certificate may only extend to the scope of applicability of the certificate, and the Client shall not use the certificate of the product for causing damage to the reputation of ExVA, and in relation to the product certificate it may not conduct in any way that may be misleading.

6.24 Upon the suspension or withdrawal of the certificate, the Client shall no longer refer to the certificate in its advertisements, and it shall return all the documentation requested by ExVA.

6.25 The certificate may only be used by the Client to mark the product as conform with the relevant criteria.

6.26 The Client shall use its best endeavours to ensure that neither the certificate, nor the test

results, nor any part thereof are used in any manner that may be misleading.

6.27 Should reference be made to the certificate of the product in the means of communication, documents, brochures, advertisements, the Client shall in all cases observe and comply with the requirements of ExVA.

6.28 The Client shall notify ExVA if changes are implemented in the product. Should such changes affect the explosion proof nature of the product or if there is any chance of such effect, they may only be implemented following an additional testing, evaluation, certification procedure. Whatever the type of change, the Client/manufacturer may not market the product until it is granted a valid certificate.

6.29 The Client shall ensure that ExVA can perform its regular audits at the manufacturer to make sure that the certified product still complies with the requirements of the certificate.

6.30 If during the audit at the manufacturer reasonable suspicion arises that the products are no longer identical with the tested sample, ExVA may withdraw the certificate issued to the product.

6.31 Following testing, the product samples delivered for testing shall be destroyed, or may be returned by the Client at its own costs if such is requested by the Client when submitting the order.

6.32 The Client shall immediately notify ExVA in writing if the legal status of the Client's company changes or if it becomes the property of another operator, or if manufacturing is relocated.

6.33 The holder of the certificate may, to the extent permitted by law, use without any restrictions the certificate for business purposes, such as issuing

quotations, advertising, or providing proof that it acted with due care and attention regarding its obligation related to the product. The certificate may only be used as a whole. The instructions of the certificate included therein for the protection of the users of the certified product or the public shall be included in full in the operation manual or the user guide.

6.34 The Client may file a complaint against ExVA if it has doubts or objections regarding the impartiality of the institution or the fairness of the testing, evaluation, certification procedure. In such cases the Client shall specifically define the subject matter and reasons of its complaint. If ExVA finds the complaint ungrounded, the Client may file the same with the organisation responsible for the professional supervision of ExVA.

6.35 Upon the expiry or withdrawal of the certificate, ExVA may contact the competent market surveillance authority to have the further marketing of the product prohibited.

## **7. Confidentiality**

7.1 The Client accepts and acknowledges that the information, documents, etc. received by ExVA in connection with the testing, auditing and certification, and those concerning the agreement concluded with the Client and the subject matter of the agreement, may be disclosed by ExVA under its reporting obligation by law or authority regulations, at the request of the National Accreditation Authority, other authority or professional organisation. Such shall include, in particular, information and documents on the implementation of audits, the granting and withdrawing of licences, the authorisations, the certifications, etc., and the incidents and measures that are related, directly or

indirectly, to audited products and/or quality control systems, and are taken to prevent danger.

7.2 Otherwise, ExVA and the Client shall keep all the information obtained based on their relationship with strict confidentiality as trade secret. ExVA and the Client shall manage and keep all facts, data, information received by them in relation to the service agreement separately in such a manner that prevents third parties from accessing them. ExVA may make copies of written documentation for its archives, to the extent such is required and reasonable for the performance of the agreement, and it shall store the information received by electronic means from the Client in a manner ensuring that no third parties can access such information.

7.3 Otherwise, the parties shall act in full compliance with the provisions of Act LIV of 2018 on the Protection of Trade Secrets.

### **8. Personal Data**

8.1 Any personal data collected by or forwarded to ExVA pursuant to the service agreement for the performance of the same shall be processed by ExVA at all times in full compliance with the law in effect from time to time.

8.2 Subject to the above, personal data processing shall be governed by the provisions of Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as the GDPR), and those of Act CXII of 2011 on the Right to Informational Self-Determination and on the Freedom of Information (hereinafter referred to as

the Privacy Act). The Parties shall at all times comply and ensure compliance with the key data protection principles stipulated in the laws above, including in particular, but not limited to purpose limitation and data minimisation, they shall also ensure that data subjects can exercise their rights, and shall comply with the data protection and safety requirements by design and by default. During the performance of this Agreement, the name and other personal data for communication of the individuals appointed and otherwise acting as contact persons for the other Party, shall be processed by the Parties based on Article 6(1)(b) of the GDPR for the purpose of concluding, performing the service agreement and to enforce related claims, until the completion of the services or the expiry of the related warranty claims, or until the time stipulated by the law, but not for more than 10 years.

### **9. Copyright**

9.1 All copyrights and joint authorships arising from ExVA expert opinions, test reports, etc. shall remain the property of ExVA. The expert opinions and test reports, etc. drafted for the Client under the service agreement may only be used by the Client for the purpose they were drafted under the agreement.

### **10. Performance Confirmation**

10.1 ExVA shall report the provision of the services completed and the Client shall accept them

- by signing the "Performance Certificate" or
- by delivering the documents of the services provided (test protocol, certificate, licence, etc.) to the client in person, in registered mail, by fax or via email.

10.2 Should the service provided by ExVA be divisible, the Client shall accept partial performance, and its payment obligation shall arise at the time of

the acceptance, in proportion to the value of the service provided. Each part of the divisible services may be submitted by ExVA for approval by the Client as partial performance. The performance certificate shall be issued and sent to ExVA by the person authorised to represent the Client without undue delay, but within 8 days at the latest.

10.3 If performance is not accepted and confirmed by the Client, it shall report its objections and the reasoning thereof in writing immediately but not later than within 8 days following the receipt of the test document or certificate, etc. In case of due and proper performance, the Client may not raise any objections with reference to the fact that such performance brought results that are unfavourable for the Client.

10.4 If no written objections are filed by the Client, ExVA shall consider the performance accepted and confirmed after the expiry of 8 days.

10.5 If performance is accepted and confirmed by the Client while being aware of a breach of agreement, it may deliver a written stipulation that it reserves the right to enforce its claims arising from such breach. In case of written objections, the parties shall use their best endeavours to settle the issue with mutual agreement.

### **11. Terms of Payment**

11.1 The service and other fees stipulated in the service agreement shall be paid against an invoice, unless the service agreement stipulates otherwise.

11.2 ExVA shall be entitled to the fees agreed in the service agreement irrespective of whether due and proper performance by ExVA brought favourable results for the Client.

11.3 ExVA may issue the invoice when it is in possession of the performance certificate or if

performance is to be deemed accepted and confirmed pursuant to Chapter 10 of these GTC.

11.4 Set-off against the amount in the invoice may only be applied subject to a written agreement.

11.5 The Client may submit its objections against the invoice within 8 days following the receipt of the invoice.

11.6 If ExVA agrees to provide services to a Client against whom it has overdue claims, ExVA may provide such service in parts provided that the nature of the service allows partial delivery. The parts thus performed may be withheld until the Client discharges its debts to ExVA, or pays the consideration payable for the work already delivered by ExVA.

11.7 If the Performance Certificate has been delivered by the Client to ExVA, no objections have been submitted against the performance, but the Client failed to comply with its payment obligation even within 15 days following the payment date, ExVA, for securing the fees, has a right of lien on the Client's assets that were delivered to its possession under the service agreement. The lien is created by the force of law with a declaration to this effect, and such declaration shall be delivered by ExVA to the pledger.

11.8 Should the Client fail to comply with its payment obligation on the due date, the Client shall pay all the costs incurred on ExVA with proceedings to collect its legitimate claims.

11.9 If the Client is in delay with its payment obligation, ExVA may charge the default penalty stipulated in the provisions of the Civil Code from time to time.

11.10 Should the Client deliver ExVA false data or if

the circumstances prevailing at the time of the performance are materially different from those at the time of the agreement, ExVA may amend the expenses requirement subject to the actual data, and it may claim reimbursement for such expenses, or may request the amendment of the agreement.

## **12. Liability**

12.1 ExVA shall only be liable for the services provided under the written agreement.

12.2 The indemnity of ExVA shall amount up to a total of HUF five million for all material and financial damage and loss (if any) caused in connection with the service agreement, unless the statutory law expressly prohibit deviation and stipulate otherwise. ExVA expressly excludes its liability for lost profit. The limitation of liability shall not apply to events caused by wilful misconduct or gross negligence or some criminal act, and if damage was caused to life, bodily integrity or health.

12.3 Unless the certification regime policy stipulates otherwise, ExVA reserves the right to involve third party

12.4 employees in the performance of its obligations under the service agreement, provided that such third parties shall be bound by the same obligations as those binding ExVA. ExVA shall be liable for the actions of such persons as for its own work.

12.5 If at the Client's request ExVA compiles a plan or conducts a procedure with technical or economic solutions that are not applied or known in Hungary, its liability shall be limited to 10% of the fee agreed in the service agreement.

12.6 Unless acknowledged by ExVA, ExVA shall not be liable for the actions of the people provided to ExVA by the Client during the testing of its products, for example for the testing, auditing or certification of

the equipment operated by the Client. If such people are considered assistants by ExVA, it shall issue a written declaration to this effect; but in the absence of such written declaration ExVA shall not be held liable for any damage caused by such people. If subject to the previous sentence, ExVA assumes no liability for the assistants provided to it, the Client shall release ExVA from such claims against third parties.

12.7 ExVA shall only be liable for the accuracy of the Client's services, data and drawings, and other declarations of its agents, or for the damages arising therefrom, if such data, drawings or declarations have been approved by ExVA in writing prior to the conduct of the certification and testing procedure.

11.7 ExVA only agrees to be liable for official declarations and information issued by it in a written format.

## **13. Termination of the Agreement**

13.1 The agreement is terminated

- with the mutual agreement of the parties,
- with cancellation if any of the parties is entitled to such cancellation under these GTC, the service agreement or the law,
- with lawful termination served by either party,
- with the dissolution of any of the parties without a legal successor, with the death of the natural person Client,
- with the loss of capacity by the natural person Client,
- with the agreement becoming obsolete, or
- with the expiry of the fixed term if the agreement is concluded for a definite term, and
- with one of the parties becoming subject to bankruptcy or liquidation proceedings



pursuant to the order of the competent court.

13.2 If the agreement is cancelled by the Client, or it is cancelled by ExVA for reasons within the Client's control, or if cancellation is due to the conduct of the Client, ExVA shall be entitled to the consideration payable for the services provided up to the time of cancellation, plus forfeit money for the lost services. The forfeit money shall equal the amount of the advance payable pursuant to the service agreement. If no advance was agreed upon by the parties in the service agreement, the forfeit money shall equal 50% of the services fee stipulated in the service agreement.

13.3 The Client may not exercise its right to cancellation under the agreement if the service received cannot be returned due to the nature of the service provided by ExVA. The Client may terminate the agreement at any time with immediate effect in writing, however, it shall communicate the reasons for such termination. In such a case the agreement shall terminate with effect from the date when ExVA becomes aware of the termination.

13.4 On the effective date of the Client's termination notice, ExVA becomes entitled to the financial consideration payable for the services already provided, and if the termination is not based on a due cause for which ExVA is at fault, ExVA is also entitled to forfeit money equalling 50% of the proportionate part of the fee lost due to termination by the Client.

13.5 ExVA may submit an objection against the termination of the agreement or may clarify the information indicated as the reason for termination within 15 days from the communication of the termination.

13.6 Should the Client be in material breach of the

agreement, ExVA may terminate the agreement in writing with immediate effect, however, it shall communicate the reasons for such termination. The Client may submit an objection against the termination of the agreement or may clarify the information indicated as the reason for termination within 15 days from the communication of the termination. Even in case of a termination by ExVA with immediate effect, ExVA shall be entitled to the financial consideration payable for the services already provided, and for forfeit money equalling 50% of the value of the frustrated performance. However, if the agreement is terminated without a due cause, it shall indemnify the Client for any damage caused.

13.7 If the agreement is terminated for any other reason, the parties shall settle accounts with each other, and as part of this ExVA shall be entitled to a part of the service fee proportionate to its performance.

#### **14. Amendment of the Agreement**

14.1 The agreement or the services indicated in the confirmation incorporated into it may only be validly amended in, and further services may only be requested and used subject to a written agreement. The agreement shall include the requested or amended services, and the fees payable for such services, and also the terms and conditions thereof. The agreement shall be accepted by both parties, and it shall be attached to the service agreement.

14.2 Amendment may be initiated by ExVA if changes occur in the circumstances of the agreement, which materially modify the required expenses of the services provided.

14.3 If the reasonable and necessary increase of the required expenses and the reasonable and necessary amendment of the agreement as

substantiated with an itemised justification, are refused by the Client without due reasons, ExVA may refuse to proceed to the following phase of the service. The Client shall be liable for any damage caused by this.

14.4 Amendment of the agreement may be initiated by ExVA if changes occur in the international standards underlying its activities and/or the regulations of the accrediting authority which affect the subject matter of the agreements.

#### **15. Miscellaneous**

15.1 The place of performance shall be the place where performance takes place pursuant to the agreement, otherwise it is the registered seat or business site of ExVA.

15.2 The agreement shall be amended or supplemented, including a change to a clause, in writing.

15.3 Should the terms and conditions of the service agreement, or the provisions of the service agreement itself or a part thereof become invalid, such shall not affect the validity of the other provisions. The provision or partial provision that becomes invalid shall be replaced with a provision which is the closest to the essence and purpose of the invalid provision, and it shall be agreed upon and accepted by the parties in writing.

15.4 Professional practices not regulated in the service agreement and these GTC will only be incorporated into the agreement between the Parties if the Parties expressly agree to that effect in the service agreement.

15.5 The communication between the parties shall not be incorporated into the agreement; and the agreement shall not be amended by any written declaration, email or letter exchanged between the

parties.

15.6 The parties intend to resolve their disputes primarily by way of negotiations, unless the agreement would not have been concluded without the invalid provision.

#### **16. Liability Insurance**

16.1 15.1 ExVA Kft. has a valid liability insurance policy with appropriate coverage taken out from an insurance company with a business site in Hungary to cover claims arising from its liability for damage caused by the Client to business entities or other persons while performing ExVA Kft's activity, including the activities performed by its personnel performing conformity assessment.

#### **17. Governing Law, Exclusive Jurisdiction of Court**

17.1 The agreement concluded by and between the parties shall be governed by the laws of Hungary, and any issues not regulated in the service agreement and the GTC or otherwise shall be governed by the provisions of Act V of 2013 on the Civil Code applicable to service agreements.

17.2 In the event of any dispute arising from or in connection with the present contract, so especially with its breach, termination, validity or interpretation, the parties exclude the state court procedure and agree to submit the matter to the exclusive and final decision of the Permanent Arbitration Court attached to the Hungarian Chamber of Commerce and Industry (Commercial Arbitration Court Budapest). The Arbitration Court proceeds in accordance with its own Rules of Proceedings (supplemented with the provisions of the Sub-Rules of Expedited Proceedings). The number of arbitrators shall be three, and the language to be used in the arbitral proceedings shall be Hungarian. The parties exclude the possibility of the retrial of the



**EXVA**

**ExVA Vizsgáló és Tanúsító Kft.**

ExVA Testing and Certification Ltd.

CE 1418

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proceedings as regulated in Chapter IX of Act LX of 2017 on Arbitration. In order to settle the legal dispute the Hungarian substantive law shall apply, excluding its private international law rules.

Budapest, 1 February 2021

**ExVA Vizsgáló és Tanúsító Kft.**

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