

GENERAL TERMS AND CONDITIONS

of Müller-BBM Cert Umweltgutachter GmbH

1 Company, Definitions, and Status

1.1 Müller-BBM Cert Umweltgutachter GmbH, hereinafter referred to as „Müller-BBM Cert“, is registered with the Cologne Local Court under HRB 108140.

1.2 Müller-BBM Cert provides services as a conformity assessment body, including, in particular, validations, verifications, inspections, assessments, and related technical services. To the extent expressly agreed upon in the individual contract, services are provided within the scope of accredited or legally regulated activities.

1.3 “Client” refers exclusively to a business entity as defined in § 14 of the German Civil Code (BGB) or a legal entity under public law. These General Terms and Conditions do not apply to consumers.

1.4 “Statement of Conformity” refers, in particular, to a validation or verification report, test report, confirmation, certificate, opinion, or other formal decision issued by Müller-BBM Cert.

1.5 “Program” refers to the totality of legal, normative, regulatory, accreditation-related, or program-specific requirements applicable to a service.

2 Scope and Order of Precedence

2.1 These Terms and Conditions apply to all offers, contracts, deliveries, and services provided by Müller-BBM Cert, unless otherwise expressly agreed in writing.

2.2 Any conflicting or differing terms and conditions of the client shall apply only if Müller-BBM Cert has expressly agreed to their validity in writing. The provision of services without reservation does not constitute such agreement.

2.3 In the event of any conflicts, the following order of precedence applies: mandatory law and binding program requirements; the individual contract or accepted offer; program-specific special conditions; these General Terms and Conditions; and other contractual documents.

2.4 To the extent that mandatory legal, regulatory, normative, or accreditation-related requirements contain provisions that differ from these rules, those provisions shall take precedence.

3 Offer, Conclusion of Contract, and Offer Documents

3.1 Unless otherwise specified in the offer, offers are valid for three months from the date of issuance. A shorter validity period may result, in particular, from schedule, resource, or deadline requirements.

3.2 A contract is formed upon acceptance of the offer in writing, the signing of a contract document, or the commencement of service provision at the client’s request.

3.3 Müller-BBM Cert reserves all rights of ownership, copyright, and use with respect to offers, cost estimates, descriptions, methods, drawings, and other documents. They may not be reproduced, made available to third parties, or used for any purpose other than the initiation and performance of a contract without prior consent.

3.4 A prerequisite for accepting an order is that Müller-BBM Cert is able to carry it out in terms of technical expertise, personnel,

and time, and within the scope of its relevant recognition or accreditation, and that there are no unacceptable risks to its impartiality.

4 Scope of Services and Limitations on Services

4.1 The nature, scope, criteria, materiality, security level, system boundaries, subject matter of the report, locations, time periods, deadlines, and deliverables are specified in the individual contract and the applicable program.

4.2 Müller-BBM is obligated to perform the agreed-upon service in a professional manner but is not obligated to achieve a specific positive result. In particular, there is no entitlement to an unrestricted or positive statement of conformity.

4.3 Conformity assessments are typically based on risk-based procedures, random sampling, and professional judgment. Unless expressly agreed upon, they do not constitute a comprehensive review of all data, processes, or legal issues.

4.4 A statement of conformity does not replace the client’s responsibility for its information and reports, nor does it replace official decisions, approvals, or tax, technical, or legal advice.

4.5 Services provided beyond the agreed scope—in particular, additional test loops, retests, additional locations, subsequent data changes, or additional work required by regulatory authorities or the program—will be billed on a time-and-materials basis.

5 Impartiality, Independence, and Conflicts of Interest

5.1 Müller-BBM Cert conducts conformity assessments impartially, independently, and free from undue influence. Decisions are made solely on the basis of the established criteria and objective evidence.

5.2 The client may not exert any improper influence on audit procedures, findings, evaluations, or decisions. Remuneration and the continuation of the business relationship may not be made contingent on the outcome of the conformity assessment.

5.3 The client shall promptly inform Müller-BBM Cert of any actual or potential conflicts of interest, including financial, organizational, personal, or consulting-related relationships with assigned personnel or affiliated companies.

5.4 If the impartiality review reveals a risk that cannot be reduced to an acceptable level, Müller-BBM Cert may refuse the assignment, replace personnel, adjust the scope of services, or terminate the contract for good cause.

6 The Client’s Obligations to Cooperate

6.1 The client shall provide, in full, accurately, transparently, and in a timely manner, all information, data, reports, records, supporting documentation, approvals, and contact persons necessary for planning, implementation, independent review, and completion.

6.2 The client shall designate contact persons who are qualified in the relevant field and have decision-making authority and shall ensure that inquiries are answered within a reasonable time frame.

6.3 The client shall promptly notify Müller-BBM Cert of any changes, errors, omissions, or new facts that may affect the subject matter, the planning, the risk assessment, or a statement of conformity that has already been issued.

6.4 The client is responsible for ensuring the lawfulness of the collection, processing, and transmission of the data provided and shall ensure that all necessary disclosure requirements, consents, and authorizations are met.

6.5 If obligations to cooperate are not fulfilled in a timely manner, deadlines will be extended accordingly. Any additional expenses incurred as a result may be billed separately. Müller-BBM Cert darf die Leistung bis zur Mitwirkung aussetzen.

7 Access, Review, and Witness Activities

7.1 The Client shall grant Müller-BBM Cert and its authorized personnel access, to the extent necessary to relevant sites, facilities, equipment, processes, IT systems, documents, records, and employees.

7.2 To the extent required for accreditation, licensing, supervision, or program oversight, the Client permits representatives of accreditation bodies, competent authorities, program managers, or their designees to participate in or observe the activities. Müller-BBM Cert will give notice of this to the extent legally and practically possible.

7.3 The client is responsible for ensuring safe access and working conditions, providing the necessary training, supplying personal protective equipment as agreed, and ensuring compliance with site-specific safety rules. Müller-BBM Cert may suspend or terminate work if safety risks arise.

7.4 If the client denies the necessary access or refuses to perform a mandatory witness activity, the service cannot be completed, or can only be completed to a limited extent. The client shall bear the resulting consequences and additional costs to the extent that the client is responsible for the refusal.

8 Staff, External Resources, and Subcontractors

8.1 Müller-BBM selects the inspectors, auditors, technical experts, and independent reviewers based on their competence, availability, impartiality, and program requirements.

8.2 Müller-BBM Cert may engage qualified external personnel or subcontractors, provided that this is permitted under the applicable program. Müller-BBM Cert remains responsible for the performance of the contract.

8.3 Objections to the nominated individuals based on factual grounds, particularly regarding conflicts of interest, must be communicated in writing without delay. There is no entitlement to the appointment of specific individuals.

9 On-site, Remote, and Hybrid Methods

9.1 Services may be provided on-site, remotely, or in a hybrid format, provided that this is permissible and professionally appropriate based on the risk assessment, the program, and legal requirements.

9.2 The Client shall provide information and communication technology suitable for remote procedures, access rights, secure data transmission, and the necessary technical support.

9.3 Müller-BBM may convert a remote procedure to an on-site procedure or require additional audit procedures if the evidence is not sufficiently reliable, technical limitations exist, or if this is necessary due to risks or program requirements.

9.4 Video, audio, or screen recordings are made only if they have been agreed upon, are legally permissible, and are necessary for the intended purpose.

10 Findings, Corrections, and Changes

10.1 Any discrepancies, misstatements, uncertainties, or gaps in supporting documentation that are identified will be handled in accordance with the applicable program. The client will be given the opportunity to submit corrections or additional supporting documentation within the specified time frame, to the extent permitted.

10.2 Significant changes to data, methods, system boundaries, reports, or supporting documentation after the engagement has begun may require adjustments to the planning, additional audit procedures, or a new independent review.

10.3 Findings that are not addressed or not addressed in a timely manner may result in a qualified or adverse statement of conformity, a refusal to issue a statement, or the termination of the procedure.

11 Statement of Conformity, Use, and Publication

11.1 Conformity statements apply exclusively to the item(s), time period, scope, criteria, and security level specified therein.

11.2 Reports, certificates, and statements of conformity may only be used or disclosed in their entirety, without alteration, and in accordance with any instructions for use. Excerpts require prior written consent, unless mandatory law permits otherwise.

11.3 The client must not present the results in a way that is misleading, distorted, or goes beyond the scope of the audit. In particular, the client must not give the impression that Müller-BBM Cert has evaluated products, activities, organizations, or statements that were not the subject of the engagement.

11.4 Any legal or regulatory obligations to transmit or publish information remain unaffected.

12 Logos, Accreditation Information, and Advertising

12.1 Logos, certification marks, and other references to Müller-BBM Cert or certification may only be used in accordance with the applicable terms of use and upon express approval.

12.2 In the event of improper or misleading use, Müller-BBM Cert may demand that such use be discontinued, corrected, or removed and, to the extent provided for in the program, may suspend or withdraw statements of conformity or notify the relevant authorities.

13 Confidentiality and Disclosure Requirements

13.1 The parties shall treat as confidential all information obtained in connection with the negotiation and performance of this Agreement that is designated as confidential or is confidential by its nature. This obligation shall survive the termination of this Agreement.

13.2 Müller-BBM Cert may disclose confidential information to its employees, affiliated service providers, and subcontractors to the extent necessary for the performance of the service and provided that such parties are appropriately bound by confidentiality obligations.

13.3 Müller-BBM Cert may disclose information to accreditation bodies, government agencies, courts, program administrators, or other authorized entities if required by law, government regu-

lations, court orders, standards, accreditation requirements, or program-specific provisions.

13.4 To the extent permitted by law, the Client will be notified of the information to be disclosed prior to any mandatory disclosure.

13.5 Information is not considered confidential if it is publicly known, was lawfully obtained from third parties, was independently developed without reliance on confidential information or has been authorized for disclosure by the party concerned.

13.6 Unless otherwise agreed, communication via email is permitted. Any special security requirements, encryption, or portal solutions must be agreed upon in advance.

14 Privacy and Data Retention

14.1 The parties process personal data in accordance with applicable data protection regulations. Further information can be found in Müller-BBM Cert's privacy policy and, where applicable, in separate agreements.

14.2 Müller-BBM Cert retains contract, audit, and decision-making documents in accordance with statutory, regulatory, normative, accreditation-related, and program-specific retention periods. Upon expiration of these periods, the documents are deleted or destroyed in accordance with applicable regulations.

14.3 In the event of data processing on behalf of a client, the parties shall enter into a separate agreement prior to the commencement of such processing.

15 Deadlines, Delays and Force Majeure

15.1 Deadlines and time limits are only binding if they have been expressly agreed as such. Partial and interim deliveries are permitted, provided they are reasonable for the client and do not conflict with the programme.

15.2 Deadlines are subject to the Client's timely and full cooperation. Müller-BBM Cert shall notify the Client of any delays as soon as possible.

15.3 Events beyond the reasonable control of either party, in particular natural disasters, epidemics, strikes, measures taken by public authorities, significant IT or infrastructure disruptions and failures of essential resources, shall extend the performance deadlines by a reasonable period. If the hindrance lasts for more than 60 days, either party may terminate the unfulfilled part of the contract on grounds of material breach.

16 Remuneration, Travel Expenses and Terms of Payment

16.1 The remuneration is set out in the quotation or individual contract and is exclusive of statutory value added tax.

16.2 Travel time, travel expenses, accommodation, official fees, registration costs and other out-of-pocket expenses shall be charged additionally in accordance with the agreement or, failing that, on the basis of actual reasonable expenditure.

16.3 Müller-BBM Cert may request instalment payments in line with the progress of the work and advance payments where there are objective grounds for doing so. Unless otherwise agreed, invoices are payable within 14 calendar days without deduction.

16.4 In the event of late payment, the statutory provisions regarding default shall apply. Müller-BBM Cert may, following prior notice, suspend further services if outstanding amounts remain unpaid despite a reminder and the suspension is proportionate.

16.5 Set-off is permitted only in respect of claims that are undisputed or have been established by a final and binding judgment. Rights of retention may only be exercised in respect of claims arising from the same contractual relationship.

17 Performance Defects and Notification of Defects

17.1 The Client shall notify Müller-BBM Cert of any apparent performance defects without delay, in writing and in a manner that allows for verification. Müller-BBM Cert shall be given the opportunity to investigate justified defects within a reasonable period and, where possible and permissible, to rectify them.

17.2 A technically justifiable assessment, a negative or limited statement of conformity, or the failure to issue a statement due to insufficient evidence do not in themselves constitute a defect.

17.3 Corrections or amendments to statements of conformity that have already been issued shall only be made in accordance with the requirements of the applicable programme and whilst maintaining impartiality.

18 Liability

18.1 Müller-BBM Cert shall have unlimited liability in cases of wilful misconduct and gross negligence, in the event of culpable injury to life, limb or health, and to the extent of any guarantee expressly given or any fact fraudulently concealed.

18.2 In the event of a breach of a material contractual obligation due to slight negligence, liability is limited to the damage typical of the contract and foreseeable at the time the contract was concluded. Material contractual obligations are obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the client may reasonably rely.

18.3 To the extent permitted by law, liability under clause 18.2 shall be limited per claim to the amount of the net remuneration agreed for the contract, subject to a minimum of 50,000 euros.

18.4 In all other respects, liability for slight negligence is excluded. The above limitations shall also apply in favour of the officers, legal representatives, employees and vicarious agents of Müller-BBM Cert.

18.5 Müller-BBM shall not be liable for decisions taken by public authorities, registration bodies, accreditation bodies, programme managers or other third parties, insofar as Müller-BBM Cert is not responsible for such decisions. The same applies to business decisions taken by the client solely on the basis of a statement of conformity, even though the stated limitations of such a statement have not been observed.

18.6 The client remains responsible for the completeness and accuracy of its information, reports and supporting documents.

19 Suspension, Termination and Cancellation of the Contract

19.1 Müller-BBM Cert may suspend the service or terminate the contract for good cause, in particular if:

- the necessary cooperation, access or supporting documents are not provided despite a reasonable deadline having been set,
- there is undue influence, deception or material misrepresentation,
- there is an unmanageable conflict of interest or an unacceptable risk to impartiality,
- security risks make it unreasonable to continue,

- the service is no longer permissible for legal, regulatory, accreditation-related or programme-related reasons, or
- due remuneration is not paid despite a reminder.

19.2 The client may terminate the contract in accordance with statutory provisions. Services already rendered, committed resources and non-cancellable expenses shall be remunerated to the extent permitted by law.

19.3 Müller-BBM Cert may correct, suspend or withdraw a statement of conformity that has already been issued in accordance with the applicable programme if, at a later date, material errors, incorrect information, misuse or other grounds specified for this purpose come to light. The client must be consulted beforehand, unless there is imminent danger or a mandatory requirement precludes this.

20 Complaints and Appeals

20.1 Complaints regarding the activities or conduct of Müller-BBM Cert, as well as appeals against conformity decisions, may be submitted in writing, stating the grounds and providing relevant evidence.

20.2 Complaints and appeals shall be processed or decided upon in accordance with a documented procedure by persons who were not involved in the activity or decision in question and who have no conflicts of interest.

20.3 The submission of an appeal shall not have suspensive effect, unless the applicable programme or mandatory law provides otherwise.

20.4 The submission, investigation and decision must not result in any disadvantage to the party making the submission. Statutory remedies remain unaffected.

21 Changes to Requirements and Contractual Terms

21.1 Should statutory, regulatory, normative, accreditation-related or programme-specific requirements change after the conclusion of the contract, Müller-BBM Cert may adjust the service plan and the necessary audit procedures accordingly.

21.2 If such a change results in a significant increase in workload, Müller-BBM Cert shall propose a reasonable adjustment to the remuneration and schedule. If the parties are unable to reach agreement and if performance in accordance with the original terms is not permissible or unreasonable, either party may terminate the relevant part of the service on grounds of material breach.

21.3 Amendments to these General Terms and Conditions for future contracts shall be notified to the client in an appropriate manner. For existing individual contracts, amendments shall apply only if agreed or where mandatory requirements so dictate.

22 Limitation period

22.1 Unless otherwise agreed in individual contracts and to the extent permitted by law, the Client's contractual claims shall become time-barred within twelve months of the end of the contract or of the Client's grossly negligent failure to become aware of the circumstances giving rise to the claim, but at the latest within the statutory maximum limitation periods.

22.2 Clause 22.1 shall not apply to claims arising from wilful misconduct, gross negligence, injury to life, limb or health, fraudulent conduct, expressly assumed guarantees, or in cases where mandatory statutory limitation periods apply.

23 Final Provisions

23.1 Any amendments or additions to the individual contract must be made in writing, unless a more stringent form is required by law. Individual agreements shall take precedence.

23.2 The client may only transfer rights and obligations arising from the contract with the prior consent of Müller-BBM Cert; § 354a HGB of the German Commercial Code (HGB) remains unaffected.

23.3 The place of performance shall, where agreed, be the registered office of Müller-BBM Cert.

23.4 The exclusive place of jurisdiction for merchants and legal entities under public law is Cologne. Müller-BBM Cert retains the right to bring proceedings at the Client's general place of jurisdiction.

23.5 The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

23.6 Should any provision be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the relevant statutory provisions.

24 Technical Basis of the General Terms and Conditions

These terms and conditions have been drawn up in accordance with the requirements for validation and verification bodies. The applicable original standards remain authoritative:

- DIN EN ISO/IEC 17029: general principles and requirements for validation and verification bodies, in particular regarding contracts, impartiality, liability, resources, information, processes, appeals and complaints.
- DIN EN ISO 14065 and relevant GHG programmes, insofar as applicable to the respective assignment.
- DAkkS Rule R-17029, Revision 1.0 of 28 May 2025, insofar as relevant to the accreditation procedure.
- Implementing Regulation (EU) 2018/2067, as amended, insofar as the contract is subject to the EU Emissions Trading Scheme.
- The German Civil Code, in particular the requirements for transparent and reasonable general terms and conditions.