Terms of Contract applicable to the Verification/Validation activities by Control Union Certifications Germany GmbH, hereinafter called "the Company", 10.09.2026 Version 5

1. General

1.1 For those items not covered in these Terms of Contract (the "ToC") the TERMS AND CONDITIONS OF BUSINESS ISO 17029 WITH ISO 14065 (in the form and substance as attached hereto) (hereinafter: the "General Terms") apply, with the exception of articles 7.6 and 10 thereof.

1.2 The Company's standard services include completing an objective evaluation and providing a validation or verification opinion (hereafter, opinion) concerning the responsible Principal's GHG statement based on evidence as well as validation and/or verification of greenhouse gas (GHG) statements.

2. Offer letter / Offer of contract

2.1 By signing and returning an offer made by the Company, the Principal enters into a formal agreement with the Company (hereinafter: the "Agreement", or, alternatively, the "Contract") on the terms and conditions as specified in such offer letter / offer of contract as well as in all other documents (including these terms of contract) which have been explicitly declared applicable to the Agreement / Contract in the offer letter / offer of contract (together hereinafter: the "Documents").

3. Obligations and restrictions of the Principal

3.1 The Principal must comply with the validation/verification requirements.

3.2 The Principal must report any changes or discontinuation of activities within the scope of the contract, which interfere or could potentially interfere with the Principal's compliance with the requirements as mentioned in the "Documents" or could affect the validity of an issued opinion. Or which could potentially change the scope of the contract immediately to the Company.

3.3 The Principal may not transfer any of its rights or obligations under the Agreement and the Documents to any third party.

3.4 Unless the Principal acts in accordance with the terms of the Agreement and the terms of the Documents, it may not refer to any Document, document or indication such that in the public's perception, the impression could be created that the products of the Principal were obtained or the units of the Principal are kept according to the terms of the Documents.

3.5 The Principal must, upon request by the Company, withdraw and/or rectify any misleading or incorrect publications, indications or information with regard to its inspected and/or certified activities to the satisfaction of the Company.

3.6 The Principal may never

(i) use an opinion granted by the Company for activities for which such opinion was not given and

(ii) use a Company issued opinion which have not been approved by the Company in accordance with the verification/validation procedures, the requirements of the verification/validation program, and

3.6.1 if the Principal provides copies of the verification/validation documents to other (third) parties (e.g. government authorities, etc), the documents shall be reproduced in their entirety or as specified in the verification/validation Program.

3.7 The Principal shall refrain from acting in such a way that could potentially affect a Company indication and/or a Company issued opinion in a negative way.

3.8 The Principal must inform the Company immediately upon becoming aware of every incorrect and/or unauthorised use of a Company indication and/or any misleading or incorrect publications referring to the Company.

3.9 The Principal shall immediately notify the Company of any complaints or appeals that relate to the scope of the verification/validation report or opinion, appropriateness of information and, together with the notification of the complaint, indicate what responsive action has been or will be taken with respect to the complaints, or appeals. Depending on the Company's evaluation of the validity of the complaints and/or appeals, the Company may invoke any and all relevant remedial provisions of this Contract and may consider the complaints or appeals in structuring and conducting further on-site investigations.

3.10 The Principal is required that any opinions or reports of factual findings made public by the Principal are communicated in their entirety.

3.11 The Principal shall, where reasonably possible, correct any identified misstatements, non-conformities or non-compliances communicated by the Company. Uncorrected issues may affect the verification/validation opinion.

4. Execution of Verification/Validation

4.1 The Company will perform the verification/validation or will have the verification/validation performed by a third party on her behalf according to the terms of the Documents in order to determine whether the agreed conditions as mentioned in the Documents are being adhered to by the Principal.

4.2 If the Company, in its sole discretion, finds it necessary and reasonable to perform additional Verification/Validation, the additional costs for these extra services s shall be for the account of the Principal. These costs shall be based on the fee as agreed upon by and between the Company and the Principal and shall be charged on the basis of real made costs.

4.3 The Principal must make all required arrangements for the performance of the verification/validation activities, including provisions for examining documentation and access to all relevant processes, areas, records, and personnel. This includes, making provisions to accommodate observers, e. g. from accreditation body (where applicable). Additionally, the Principal must provide the Company and any authorities involved with the verification/validation (including, but not limited to accreditation body, program owner) access to all areas, premises and units which fall within the scope of the Agreement and records (including but not limited to information, documentation) for the purpose of evaluation and it must make personnel available for the purpose of resolution of complaints.

Refusal to grant such access may result in suspension or termination of the verification/validation process.

4.4 If the Company indicates that the same is required for the purpose of inspection, samples for analysis must be made available by the Principal and must be placed free of charge at the Company's disposal.

5. Verification/Validation opinion (hereafter 'opinion')

5.1 If the Principal is granted an opinion this shall be valid, provided that:

(i) no deviations, alterations and/or other changes occur with regards to the system and/or processes assessed on the date they were assessed, such system and/or processes assessed having been granted a validation opinion based on that evaluation; and

(ii) the Agreement has not been terminated due to any reason whatsoever before the validation/verification process was completed.

5.2 Verbal commitments or agreements regarding the opinion by or with the Company's personnel performing the verification/validation on the Company's behalf, do not bind the Company in any way. Only upon getting a formal written declaration or written request by the Company, an opinion shall be granted by the Company to the Principal.

5.3 The Company opinion is granted to the Principal on a non-exclusive basis.

5.4 The Principal's right to use mark/ opinion issued by the Company for limited time indicate in the opinion is contingent on maintaining the compliance with requirements declared within the GHG report as well as with any regulations governing the use of the mark/opinion issued by the Company.

5.5 in the event of suspension, restriction or withdrawal of the company´s accreditation, the Principal shall cease using any verification and validation statements issued by the Company. The Company shall promptly inform the Principal of such circumstances.

5.6 The Principal shall communicate any facts to the Company that can affect the validity of an issued Opinion.

5.6. If new facts or information that could materially affect the Opinion are discovered after the issue date, the Company shall:

a) communicate the matter as soon as practicable to the Principal and, if required, the program owner;

b) take appropriate action, including the following:

i) discuss the matter with the Principal;

ii) consider if the Opinion requires revision or withdrawal

5.7 The Company reserves the right to issue a verification/validation opinion other than a satisfactory verification/validation opinion, including a 'not satisfactory' verification/validation opinion, where the requirements of the applicable legislation, program requirements or verification/validation criteria are not fulfilled, or where sufficient and appropriate evidence cannot be obtained.

6. Confidentiality and Impartiality

6.1 Where the Company obtains confidential information of the Principal in relation to the performance of the agreed verification/validation services, it shall, subject to Clause 6.2 and 6.3:

- **i.** keep that information confidential, by applying the same care that is uses for its own confidential information
- **ii.** use that confidential information only for the purpose of the Service Agreement
- **iii.** not disclose that confidential information or give access to that confidential information to a third party, without the prior written consent of the Principal, except to the extent required by law and/or the Documents.
- **iv.** inform the Principal, in advance, of the information it intends to place in the public domain.

6.2 To gain and maintain confidence in the verification/validation opinion, the Company will provide appropriate access to, or disclosure of, non-confidential information about the conclusions of specific audits (e.g. audits in response to complaints) to specific interested parties, in particular standard owner, advisory council, authorities and accreditation bodies.

6.3 The Principal may disclose confidential information to its affiliates, and to its and their officers, employees or Sub-Contractors, on a need-to-know basis only. For the purpose of this Clause "Affiliate" means with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under direct or indirect control with such person. A person will be deemed to control another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management or policy of such other person, whether through the ownership of voting share capital of such entity or any other comparable equity or ownership interest.

6.4 Clause 6.1 shall not apply to any confidential information that:

- **i.** is or becomes generally known or available to the public without breach of this Clause;
- **ii.** is known to the Company at the time of disclosure, or as evidenced by written records of the Company;
- **iii.** is known or independently developed by the Company and can be proven as such through written records of the Company;
- **iv.** is disclosed to the Company in good faith by a third party who has an independent right to such subject matter and information; or
- **v.** is required to be disclosed by law or any regulatory authority, provided that the Company has given the Principal written notice of the requirement to disclose and where possible give the Principal the reasonable opportunity to prevent the disclosure through appropriate legal means.

6.5 The Company shall ensure the compliance by its affiliates and its and their officers, employees or Sub-Contractors with its obligations under this Clause, provided however that the Company shall at all-time remain responsible for the Confidential Information.

6.6 The Principal acknowledges that the Company may retain in its archive for the period required by law or the rules of the relevant accreditation body, all information and documents related to the Services provided.

6.7. Impartiality and Independence: The Company performs all verification and validation activities in an impartial, independent and objective manner, in accordance with applicable accreditation requirements (e.g. ISO 17029, ISO 14065).

6.8 The Company ensures that:

(i) activities are carried out free from commercial, financial or other pressures that could compromise impartiality;

(ii) any conflicts of interest are identified, analyzed and managed;

(iii) personnel involved in verification and validation activities act objectively and are not involved in consultancy related to the subject of verification and/or validation.

6.9 The client shall not exert any influence on the outcome of the verification or validation process.

6.10 If a risk to impartiality is identified, Control Union Certifications Germany reserves the right to take appropriate measures, including refusal or termination of the contract.

7. Indications

7.1 If the Principal acts in accordance with the provisions of- and meets the requirements as mentioned in-the relevant Documents (including but not limited to the relevant Document regarding the use of the Company indication), it may use the relevant Company indication(s), for e.g. marketing purposes which have been approved by the Company and for which the Principal possesses a verification/validation opinion.

7.2 The Principal shall immediately stop to refer to the opinion

(i) after the suspension or withdrawal of the opinion,

(ii) in the event of any change in the system / process / product not notified and accepted by the Company
(iii) if the Company modifies the rules of the evaluation and the Principal does not intend to comply (iv), in case of any other circumstance that could adversely affect the evaluation process

7.3 The right to use the Company indication is granted to the Principal on a non-exclusive basis.

7.4 The Principal's right to use the opinion issued by the Company is contingent on maintaining the compliance with the requirements declared within the GHG report as well as with the requirements of the Program Standard governing the use of the opinion issued by the Company.

7.5 When referring to the opinion issued by the Company in media such as documents, brochures or advertising, the Principal shall at all times comply with the requirements imposed by the Company or as specified in the program standard.

7.6 The Principal shall comply with any requirements that may be prescribed in the program standard relating to the use of marks of conformity, and on information related to the opinion.

8. Amendment of the documents

8.1 The Company is entitled to unilaterally amend (the terms of) the Documents.

8.2 The Company shall inform duly the Principal in writing about any amendment of the Documents which are relevant to the Agreement, and it shall notify the Principal of the day these amendments to the Documents come into effect.

8.3 In case of an amendment to (the terms of) the Documents as contemplated by Article 8.1 hereof, the Principal agrees to be unconditionally bound to the (revised) terms of these newly revised Documents. The Company and the Principal acknowledge and agree that any such revised terms shall replace the relevant terms of the former Documents as of the day the amendments come into effect.

9. Responsibility, liability and indemnification

9.1 The following clauses of the General Terms shall be deemed as integral parts of these ToC: clause 1, 3, 5, 7, 8, 10, 11.1, 12, 13, 14, 15, 16, 17, 18 and 19.

9.2 The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to 10 (ten) times the amount of the fee or commission payable in respect of the specific services required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and/or cancellation of contracts entered into by the Principal. Where the fee or commission payable relates to a number of services and a claim arises in respect of one of those services the fee or commission shall be apportioned for the purposes of this paragraph by reference to the estimated time involved in the performance of each service.

9.3 The Principal shall hold the Company harmless and shall indemnify the Company as a result of damages suffered by the Company due to the Principal not observing the national and international governmental export and import restrictions.

10. Fees

10.1 Unless expressly indicated or agreed otherwise in writing, the prices quoted by or agreed with the Company shall be net prices, therefore exclusive of VAT.

10.2 The Principal must pay a fee based on the number of days needed (including travel days) and the costs (e.g. administration, opinions, etc.) required for the verification/validation service. Additional verification/validation which the Company finds reasonable and necessary will be invoiced according to the terms of the relevant Documents.

10.3 Other costs (e.g. travel and boarding costs, subsistence costs, costs for analyses and costs for sending opinions by registered mail) will be invoiced directly based on real made costs.

10.4 The Company reserves the right to alter the agreed fee based on (inter)national index figures or the Company policy. The Company will send a notification of a change in the fee structure to the Principal at least three (3) months before the day it comes into effect.

10.5 In case of cancellation of the verification/validation visit by the Principal or by the Company (due to non-payment of the invoice), all costs already made for the verification/validation such as but not limited to costs for flight tickets, visa, vaccinations, etc will in any event be charged to the Principal.

10.6 If the Principal desires amendments or additions to the Agreement regarding the scope of the verification/validation after the Agreement has been executed, the Company shall agree to these amendments or

additions to the extent that it may be reasonably expected to do so. To the extent that the amendments and additions desired by the Principal involve extra costs, the Company shall charge these extra costs to the Principal in their entirety.

11. Payment

11.1 In case the Company has not received payment of an invoice sent for a verification/validation two weeks prior to the agreed date for the verification/validation service, the verification/validation service will be cancelled.
11.2 The Principal relinquishes any right to setoff amounts charged by and between parties.
Settlement of credit amounts and/or claims with outstanding payments to the Company is explicitly not allowed.

12. Terms and termination

12.1 The Agreement shall come into effect on the date the offer letter was signed and returned by the Principal and shall initially remain in force for a period of twelve (12) months following the date of its execution (hereinafter: the "Initial Term"), unless there are other specific terms mentioned in the main offer letter. From the Initial Term onwards, the Agreement shall automatically be extended each calendar year by an additional term of one (1) year, unless terminated in accordance with the provisions of article 12.2.
12.2 Unless expressly provided otherwise in these ToC or, alternatively, in writing between the Company and the Principal, during the Initial Term, the Agreement may not be terminated prematurely. After expiry of the Initial Term, the Agreement may be terminated by either party by way of a written termination notification to the other party, provided that the terminating party shall consider a notice period of three (3) months.
12.3 The Agreement may be terminated by the Company with immediate effect on grounds of material breach, by giving written notice to the Principal, without having to take any notification period into account, in the following events:
(i) the Principal has acted contrary to terms of the Agreement and/or the terms of the Documents;
(ii) the Principal misuses the opinion obtained from the Company in any way;
(iii) the Principal becomes insolvent, if a petition for insolvency is filed against the Principal, or if the Principal is granted a suspension of payments or enters into any arrangement with its creditors;
;
(iv) the Principal fails to pay any amount it owes to the Company within one month after the expiration of the payment deadline; or
(v) the Principal damages the Company's name, reputation or business in any way.
12.4 In case of termination of the Agreement for whatever reason:
(i) the Principal shall return the opinion by registered mail to the Company within one week after the termination of the Agreement;
(ii) all rights of the Principal resulting from the Agreement shall terminate with immediate effect, including all participating sides to this agreement / of the Principal;
(iii) the Company shall not be obliged to refund the fee which has already been paid by the Principal;
(iv) the Company shall be obliged to maintain secrecy regarding the Information to the extent possible, except to the extent it must disclose such Information as required by law or by the terms of the Documents;
(vi) the Principal may no longer use the Company indications and/or opinions, shall withdraw these indications and/or opinions, and shall inform the Company about this.

13. Complaints and Appeals

13.1 The Principal has the right to submit complaints and appeals in writing. Appeals may relate to decisions taken by the Company (e.g. failure to issue a verification or validation statement/opinion), while complaints may relate to any aspect of the Company's verification or validation activities.
13.2 Complaints and/or Appeals must be received by the Company in writing within six (6) weeks of the relevant event or decision.

13.3 Only written appeal in the English or the German language, addressed to the Company's office in Germany, will be handled.
13.4 The Company shall investigate and handle the Complaint and/or Appeal and shall notify the Principal in writing, in German or, where appropriate in English, of the outcome and the reasons for its decision within three (3) months of receipt of the Complaint and/or Appeal.

14. Disputes, applicable law and (extra) judicial costs

14.1 All disputes existing between parties shall be heard exclusively by the competent Court in The Netherlands, unless the Company prefers another international competent court.

14.2 All agreements between the Company and the Principal are subject to Dutch law.

14.3 All judicial and extra judicial costs incurred by the Company because payment of an invoice was not made (in good time), shall be paid by the Principal. The extra judicial costs are deemed to amount to at least 15% of the amount which is claimed.