

## GENERAL TERMS AND CONDITIONS OF SERVICE

### ARTICLE 1 - SCOPE OF APPLICATION

These general terms and conditions of service define the general conditions of service provided by Q Techna to its clients, excluding certification services. Q Techna's services are defined in Q Techna's offer and its annexes, the contract concluded with the client and its annexes, the certification rules and/or in the Q Techna product sheets attached to the offer and/or available on request. Such documents constitute special conditions to the present general conditions, and altogether they define the rights and obligations of Q Techna and the client.

In case of conflict, contradiction or incompatibility between the general conditions and the special conditions, the special conditions shall prevail over the general conditions only on the points of divergence. In the event of application of the client's general terms and conditions of purchase, the present general terms and conditions of service shall prevail over the points of divergence, unless a specific derogation from this Article 1 is agreed otherwise in writing by both parties. The parties' agreement to derogate from this provision shall not be presumed and shall specifically refer to this Article 1. This applies even in the event of Q Techna's acceptance of a document sent by the client containing its general terms and conditions or the commencement of the mission by Q Techna.

Any service not explicitly provided for in one of the contractual documents is excluded until it has been formally accepted by Q Techna.

### ARTICLE 2 - CHARACTERISTICS OF Q TECHNA'S INTERVENTION

Q Techna performs its services with reference to the technical and scientific data existing at the time of its interventions and in accordance with the specifications agreed between the parties.

Q Techna does not replace the other parties involved on the client's sites, namely, and without this list being exhaustive: architects, engineering offices, builders, contractors, project owners, project managers, operators, manufacturers, producers and maintainers.

Q Techna operates as a service provider bound by an obligation of best efforts, rather than by an obligation to achieve a specific result. Unless otherwise specified, Q Techna performs its services through partial inspections, assessments, or sampling. As a result, the information provided by Q Techna cannot be considered exhaustive.

For any intervention, the client must have Q Techna personnel accompanied at all times by a qualified person who will provide any useful information to enable Q Techna to perform the service safely.

Q Techna shall refrain from any participation in the operation, handling, exploitation and maintenance of the installations, equipment, infrastructure and, in general, of the item falling within the scope of the services.

The client shall retain the management, use, custody and responsibility of the equipment, device, machine, infrastructure, installation or, more generally, the item on which Q Techna is working. Consequently, Q Techna shall not be held responsible for the functioning and operation of these equipment, devices, machines, infrastructure, installations or items falling within the scope of the interventions carried out, including in the event that Q Techna's personnel has been led to replace the client who has not respected the conditions defined below (article 3) or if he/she has acted on the client's orders.

Q Techna's personnel cannot carry out by themselves any assembly or disassembly work or destructive probing, with the exception of destructive probing which is expressly included in the means of investigation implemented by Q Techna. Q Techna shall not be liable for the deterioration or destruction of equipment, infrastructure, installations or items submitted for tests or trials, if this deterioration or destruction results from the performance of these tests or trials in accordance with the regulations and the rules of art or under normal and usual conditions.

Unless otherwise stipulated in special conditions, Q Techna is not responsible for ensuring that its findings, information or opinions are acted upon.

Unless otherwise stated, the deliverables (including temporary or final reports, minutes and other writings and documents issued by Q Techna in the context of its services) ("**Deliverables**") are made available on an online platform or sent as a PDF file by e-mail. The client acknowledges the validity and probative force of this file. All precautions must be taken by the client to ensure that this mail can be received in good condition (warning in the event of a change of recipient or address, anti-spam filters, etc.).

When the intervention gives rise to a written report and/or the signing of regulatory registers during the intervention, the retention of the Deliverables is the responsibility of the client, unless otherwise required by regulation.

The client who has not received a Deliverable within a period set by the regulations or, failing that, within 5 weeks after the agreed date, must complain to Q Techna by any means, providing proof of this complaint. In the absence of such a complaint, the client is deemed to have received the Deliverable. Under no circumstances shall Q Techna be responsible for the maintenance, beyond the end of its service, of the computer data exchange platforms that Q Techna has set up, unless otherwise provided for in the specific conditions of these platforms.

No Deliverable intended for inclusion in a final document prepared by the client shall be modified or amended by the client. If the client makes any changes, Q Techna reserves the right to decline any responsibility for the Deliverable so modified.

### ARTICLE 3 - OBLIGATIONS OF THE CLIENT

Q Techna acts upon the request of the client. Q Techna's services commence only upon receipt of the client's purchase order or any other document that constitutes acceptance of the offer or conclusion of the contract. Failing this, Q Techna reserves the right to suspend any service started at any time.

Regardless of the service provided by Q Techna, the client remains responsible for making decisions.

Except in the case of certification services, where obligations are clearly defined by certification procedures and rules, Q Techna has only an advisory role by virtue of the information transmitted to it by the client and cannot be held responsible for the absence of information or for incomplete or inaccurate information, or for delays in planning that are not attributable to it. Q Techna is not obliged to verify the truthfulness and accuracy of the information transmitted by the client.

It is the client's responsibility to make all arrangements to ensure the successful completion of Q Techna's intervention and in particular:

- In terms of health and safety, the client must comply with the regulations in force, in particular those relating to the intervention of an external company;
- Appoint a qualified person (with the required authorizations, as required) with sufficient knowledge of the site and/or the installations, equipment, infrastructure, concerned to accompany the Q Techna's personnel at the request of Q Techna;
- Conduct all procedures necessary for the operation and management of the equipment;
- Provide the means of access to the premises, equipment, installations, infrastructure and, in general, to the item falling into the scope of the service, in sufficiently safe and secure conditions (a safety plan must be provided by the client and validated by Q Techna in the event of intervention on a sensitive site);
- Provide all technical documents relating to the equipment, installations, infrastructure and generally to the item falling within the scope of the services, as well as any other document or information necessary for the execution of the services;
- To provide all information on changes and/or incidents that have occurred to the equipment, installations, infrastructure and in general to the item falling within the scope of the services;
- Respect, according to the field of intervention, the particular prescriptions indicated in the offer and its annexes;
- In general, to provide sufficient facilities to enable the Q Techna's personnel to carry out his/her intervention efficiently, without wasting time and in sufficient safety and security conditions at a level at least equal to that applicable to the client's personnel;
- In the event of a recurrence of non-compliance, Q Techna reserves the right to exclude the installations, infrastructure and equipment concerned from its supervision, by notifying the client by registered letter with acknowledgement of receipt.

Except for work on sensitive sites and/or sites classified as defense secrets that may require the client's express authorization, the means used by Q Techna in the execution of its inspection service, either in person or remotely through real-time video assistance, may require the taking of photos and/or videos, which will be limited to the installations, equipment, infrastructure, buildings and, in general, to the items falling within the scope of the services on the client's site. The client authorizes and accepts the use of such processes by Q Techna and expressly declares that it has the necessary authorizations, in particular with regard to the image rights of its personnel. Q Techna shall do its utmost to limit photography to equipment, installations, infrastructure, buildings and, in general, to the items falling within the scope of the service.



#### ARTICLE 4 - PRICES AND BILLING

Unless otherwise stipulated, prices are exclusive of tax and in local currency. For offers or contracts concluded in a different currency, where applicable, the payment will be made, at Q Techna's choice, in the foreign currency or in local currency, at the exchange rate used by Q Techna's bank on the payment date.

Invoices shall be issued in accordance with the terms set forth in the contractual documents, in consideration of the agreed Services and Deliverables. The client shall make all payments in full, without any deduction, whether by set-off, discount, reduction, or any other means. The client shall not refuse payment of invoices for Deliverables that have been delivered in accordance with the specifications of the contractual documents. If the client requests a subsequent change in the content of the service, it shall notify Q Techna in writing. Any change likely to significantly modify the duration and content of Q Techna's services, including for the first intervention, will be subject to a price adjustment.

Any standby time and/or delay in the execution of the services due to the client's fault (and/or operational constraints) will be subject to additional invoicing on the basis of the unit prices specified in the Q Techna offer or in the contract and will include the costs of demobilization and remobilization.

#### ARTICLE 5 - PRICE REVISION

The parties may renegotiate the price within 3 months upon Q TECHNA's request, in the event of a change in legislative, economic or political conditions beyond Q Techna's control, which would lead to an increase of more than 15% in the price of Q Techna's services compared to the price initially agreed between the parties. In the event that the parties do not reach agreement on a new price, Q Techna shall be entitled not to carry out services whose price has increased by more than 15% compared to the initial price, provided that Q Techna can justify such an increase to the client.

Unless otherwise stipulated, for contracts that are tacitly renewable or for any contract whose duration is longer than one (1) year, Q Techna may request a price adjustment once a year by sending the client a written notice. In the event the client and Q Techna cannot agree on such price revision, Q Techna is entitled to terminate the contract by serving a written termination notice on the client, effective upon 30 days from the termination notice date.

#### ARTICLE 6 - TERMS OF PAYMENT - LATE PAYMENT

Unless otherwise agreed, invoices are payable within 30 days of the invoice date. The client shall either **accept or reject** an invoice within **eight (8) days** of receipt. If the invoice is not validly rejected within this period, it shall be deemed **accepted**. If the client disputes any part of an invoice, it shall pay the undisputed amount. The reason for any dispute must be provided in writing within the invoice confirmation period.

The client shall indemnify Q Techna against any loss, claim, expense, or liability suffered or incurred by Q Techna arising out of or in connection with the client's failure to pay or delay in payment. In the event that the client has any overdue amounts, Q Techna reserves the right to withhold any documentation until all outstanding amounts have been fully settled.

#### ARTICLE 7 - SUBCONTRACTING

In general, Q Techna strives to perform itself the services with which it is entrusted. However, it reserves the right to subcontract all or part of the work under its own responsibility, to the extent permitted by law. In this case, the client accepts that Q Techna may disclose to its subcontractor the information necessary for the execution of the service.

#### ARTICLE 8 – CONFIDENTIALITY

All information exchanged between Q Techna and the client, including know-how, sketches, photographs, plans, drawings, documentation, ideas, concepts, reports, manuals, business and trade secrets, financial information, source codes, software, computer data, trademarks, logos, whether written or oral, is confidential ("**Confidential Information**").

Q Techna and the client guarantee that the Confidential Information will only be used for the purposes of carrying out the service or its outcomes. The parties undertake:

- to protect it and keep it strictly confidential,
- not to copy, reproduce or duplicate it, in whole or in part,
- to disclose it internally only to those members of their staff who need to know it by informing them of their confidential nature and the obligations attached to it.

Each party shall ensure that these obligations are accepted and applied by its personnel.

Notwithstanding the foregoing, the party receiving or obtaining Confidential Information shall have no obligation of confidentiality and shall not be subject to any restrictions with respect to any information that it can prove:

- it is already publicly known prior to or after its disclosure by the other party, through no fault of the party who received or obtained the Confidential Information; or
- it has been received from a third party lawfully, without restriction or breach of confidentiality; or
- it was independently developed or acquired by the receiving party without use of or reference to the Confidential Information received from the disclosing party; or
- that the disclosure or use, other than as permitted hereunder, has been authorized in writing by the party who disclosed or allowed the disclosure; or
- the disclosure or use is required by law or applicable regulations, accreditation requirements or any binding judgment, order or requirement of a court or other competent authority.

No document, including reports, containing Confidential Information relating to the service provided may be distributed to third parties without the prior written authorization of the other party, apart from administrative, legal or regulatory obligations or any requisition from the administrative or judicial authorities or an accreditation body.

Non-public information shall remain confidential after the end of the performance or termination of the contract.

#### ARTICLE 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY

Q Techna is the owner of the intellectual property rights relating to its methods, know-how, tools, inventions, software and source codes pre-existing or arising during the performance of the services, whether or not they are subject to specific protection (including but not limited to copyright, patent or trademark), as well as to the intellectual property rights contained in its reports, letters, e-mails, databases, writings, materials and any other document produced by Q Techna in the course of its services, regardless of the medium used.

These general conditions do not imply any transfer of intellectual and/or industrial property rights between Q Techna and the client. The intellectual property rights contained in any Deliverable prepared by Q Techna and delivered to the client shall remain the property of Q Techna (copyright, logo, trademark, patents, etc.).

The client is granted a right of use:

- for its internal needs,
- to ensure the compliance of its installations, equipment, infrastructure or the item falling within the scope of the services, and
- to certify compliance with the regulations in force.

The client shall refrain from marketing, directly or indirectly and in any way whatsoever, the Deliverables delivered as well as the know-how of Q Techna, its subcontractors, partners and suppliers, of which the client may have become aware in the course of the service. The client shall not use the Deliverables for external training purposes.

Without prejudice to the provisions of this article, for any request to use the Deliverables for other purposes, the client must obtain the written agreement of Q Techna's management.

Any use of the Q TECHNA brand or logo or of any other brand or logo belonging to the Q TECHNA group is prohibited without the express, written and prior agreement of the Q Techna management.

#### ARTICLE 10 – LIABILITY

Q Techna's total cumulative financial liability shall be strictly limited to compensation for direct material damage suffered by the client, within the limit of the amount of the contract excluding taxes. Notwithstanding the above, the client, before claiming any damage, shall grant Q Techna the right to re-perform the disputed services where possible. In any event, indirect and/or consequential damages (including loss of profits, loss of image) suffered by the client or any third party are expressly excluded. Q Techna cannot be held liable in any way whatsoever, neither jointly nor severally, for faults committed by other parties.

Any claims must be raised and forwarded in writing to Q Techna as soon as practicable after performing the agreed service. All liability for any claims for losses, damages, costs or expenses ceases unless court proceedings are served to Q Techna within 6 months after the date of the performance by Q Techna of the service that gives rise to the liability, or, in case of any alleged non-performance, within 1 month of the date that such service were agreed to have been completed. Beyond the limits and exclusions provided for in the previous paragraph, the client waives all recourse against Q Techna and its insurers and shall obtain the same waivers from its own insurers. The client shall indemnify and hold Q Techna and its insurers harmless from any recourse if it fails to obtain the said waivers.

#### ARTICLE 11 – INSURANCE

Q Techna has taken out an insurance policy covering its civil liability. A certificate can be sent to the client on request.

The client must be insured against risks that may affect Q Techna and its personnel during the performance of the services.



At Q Techna's request, the client shall produce a certificate issued by a solvent insurer confirming that it is covered for the financial consequences of damage caused to Q Techna and its employees for which it is liable.

#### ARTICLE 12 - FORCE MAJEURE

"Force Majeure" means the occurrence of an event or circumstance which prevents or impedes a party from performing one or more of its contractual obligations, if and to the extent that such party proves:

- a) that such impediment is beyond its reasonable control;
- b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
- c) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

A party successfully invoking this clause is relieved from its duty to perform its obligations under the contractual documentation and from any liability for damages or any other contractual remedy for breach of the contractual documents, from the time at which the impediment causes inability to perform, provided that notice is given without delay. If the notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by giving notice to the other party within one month after sending a written notice with acknowledgement of receipt. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

#### ARTICLE 13 – TERMINATION

In the event of failure by either party to perform one of its essential obligations, the other party shall have the right to terminate the contract, without compensation, within one month after sending a formal default notice with acknowledgement of receipt which has remained unsuccessful, without prejudice to the payment of all fees and payments that are due and payable under this contract.

Either party may terminate the contract, in whole or in part, effective immediately upon written notice to the other party, if the other party becomes bankrupt or insolvent, or if its business is placed in the hands of a receiver, assignee or trustee, whether by voluntary act of the party or otherwise, or if the party undergoes any proceeding analogous to the foregoing.

The client shall indemnify Q Techna against any loss, claim, expense or liability suffered or incurred by Q Techna arising out of or in connection with any breach of the contract by the client (including in the event of any deceleration of performance, suspension of performance or termination of the contract by Q Techna on account of the client's breach).

#### ARTICLE 14 - PERSONAL DATA

"Applicable Data Protection Laws" shall mean Regulation (EU) 2016/679 (General Data Protection Regulation) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and the Personal Data Protection Act (ZVOP-2). The Parties undertake to comply with the Applicable Data Protection Laws.

The parties acknowledge that, in respect of the processing of data carried out under the contract, the client and Q Techna are separate Data Processors. The client shall ensure that the data transmitted to Q Techna is strictly necessary for the performance of the services and that the individuals are duly informed. The personal data provided to Q Techna shall be processed for the purposes of following up the commercial relationship, managing and executing the services, commercial actions and in accordance with the data protection policy available on the website [www.qtechna.si](http://www.qtechna.si).

The client acknowledges and accepts that Q Techna reserves the right to unilaterally update its policy as necessary. These various processing operations are carried out to meet contractual obligations and in the legitimate interests of Q Techna. The categories of data processed are as follows: identification, contact and professional information, financial data related to invoicing. They are kept for the applicable and/or necessary legal period and are intended for personnel duly authorized to use them to carry out the missions. Q Techna is only liable for direct damage caused to a natural person concerned by personal data if it has not complied with its specific obligations as a data controller. If the breach of personal data results from a failure of both parties, each shall bear, in proportion to their respective responsibility for the breach, the penalties, indemnities or damages resulting from the breach. Due to the global nature of the business, Q Techna will transfer or make available for the purposes listed above, personal data to other Q Techna Group entities or other recipients that are located in European Union member states and/or outside the European Economic Area. Any transfer or processing of personal data will be carried out in accordance with the requirements

of the Applicable Data Protection Laws. The client (i.e. individuals who are members of the client's staff or management, or contact persons within the client whose data is processed) has certain rights under the Applicable Data Protection Laws which may be subject to limitations and/or restrictions. The client who wishes to exercise any of these rights must make this request to the following e-mail address: [dp@qtechna.si](mailto:dp@qtechna.si). The client undertakes to inform its employees, management, or contact persons in relation to Q Techna, whose personal data are processed, of the manner in which such individuals may exercise their rights in accordance with this article.

#### ARTICLE 15 - ETHICS AND SUSTAINABLE DEVELOPMENT

Q Techna is committed to an ethical approach defined in its Codes and reference documents, which can be consulted on its website [www.qtechna.si](http://www.qtechna.si). The client acknowledges having read and accepted these documents and adheres to them.

#### ARTICLE 16 - AUTONOMY OF CONTRACTUAL CLAUSES

If any of the provisions of these terms and conditions are declared null and void or considered illegal or rendered inapplicable, due to the entry into force of a law, regulation or following a final decision by a competent court, the parties shall endeavor to agree on a new wording, it being understood that the other contractual provisions shall not be affected and shall remain in force.

The fact that one or other of the parties, on one or more occasions, does not avail itself of one or more of the provisions of the contract shall in no way imply a waiver by that party of its right to do so at a later date.

#### ARTICLE 17 – DISPUTE RESOLUTION. APPLICABLE LAW AND JURISDICTION

The Parties agree that any dispute arising out of or in connection with the interpretation or performance of these Terms shall first be resolved through an amicable settlement procedure. Any such dispute shall initially be submitted to an authorized representative of each Party, who shall cooperate in good faith and endeavor to resolve the dispute.

If the Parties fail to resolve the dispute within fifteen (15) calendar days following the submission of the dispute, either Party may pursue any rights or remedies available to it under the applicable law.

The present conditions are subject to the law of the country where the Q Techna entity contracting with the client is incorporated, and the dispute shall be submitted to the exclusive jurisdiction of the competent courts in the area where Q Techna's registered office is located.

#### ARTICLE 18 – NOTICES

All notices shall be in writing. Notices shall be given and deemed received:

- a) On receipt when personally delivered;
- b) On receipt if sent by registered mail with return receipt requested;
- c) On receipt if transmitted by email, provided a confirmation or electronic acknowledged receipt is delivered or transmitted as per (a) and (b) but the failure to so confirm shall not void or invalidate the original notice, if it is, in fact, received by the party to which it is addressed.

If the transmission takes place after normal business hours on a day that is not a working day for the receiving party, the notice shall be deemed given on the opening of business on the following day.