

Terms and Conditions

EMC Testhaus GmbH & Co. KG, Eiserfelder Str. 316, 57080 Siegen

General:

After indicating the terms and conditions of **EMC Testhaus GmbH & Co. KG** - hereinafter referred to as **EMC** - whose validity the contractual partner of **EMC** agrees to, all contracts for commissioned services, including consulting services (excluded medical devices), information, deliveries and similar, as well as for the performance of the contract ancillary services and other ancillary contractual obligations concluded on the basis of these Terms and Conditions. Any conflicting terms and conditions will not be part of the contract even if **EMC** does not expressly contradict them again. In particular, they are not tacitly recognized.

§ 1 Corporate purpose

EMC Testhaus GmbH & Co. KG is accredited by the German Accreditation Body (DAkKS) according to ISO / IEC17025, an independent service provider in the field of electromagnetic compatibility and legally responsible for itself.

With reference to these terms and conditions, **EMC** concludes a service contract covering all services with **the client or his authorized representative - hereinafter referred to as AG**, unless otherwise agreed in writing. Any terms and conditions of the **AG**, which oppose **EMC**, are not tacitly acknowledged. **EMC** provides its services using its quality assurance system in accordance with ISO / IEC17025 as well as the necessary cooperation of the **AG**.

§ 2 Requests / Quotations

Requests for services and their answers can be made orally or in writing. Alternatively, a checklist is available for the description of the equipment to be tested, which can be requested via the **EMC** website as well as by telephone or in writing. Here you will find essential information on the preparation of test and cost plans. Gen. Business documents are made available to the interested party free of charge.

Requests for quotes are made without obligation in writing on the basis of these terms and conditions. They contain the information for the foreseeable estimated effort for the requested service under the required test basis for the equipment described, or the configuration to be tested and are only valid if the power described in the test plan applies and within the scope of the required participation written description of the test specimen is correct. These include features such as size, weight, configuration, power supply, clock rates, number, type and lengths of control / signal lines. Deviations, changes, additional requirements before or during the project process require revision or adaptation of the test and cost plan. Modifications / re-measurements (eg. after changes), unpredictable assembly and set-up work as well as the examination of other applicable documents such as operating instructions, manuals, etc., which go beyond the relevant description of the equipment for the preparation of the test and cost plan, are not included in the cost estimate are considered an additional service and will be charged extra.

Without placing an order cost estimates will expire after 3 months. Audit and cost plans to competitors for the purpose of subcontracting are chargeable. In the case of the conclusion of the contract, the costs can be deducted in the final bill.

§ 3 Confidentiality

As an accredited testing laboratory, **EMC** is subject to strict conditions regarding the confidentiality of customer information. The accreditation is based on ISO / IEC17025 and covers the general requirements for the competence of testing and calibration laboratories. Chapter 4.2.4 of the 17025 regulates the obligation of all employees to absolute discretion towards third parties, which is manifested in the employment contracts.

In addition, no further confidentiality obligations will be signed in individual cases. Therefore, no claims from additional customer-side secrecy claims are recognized.

All customer projects, even if the order is not placed, are kept confidential towards third parties, unless the **AG** authorizes **EMC** in writing in its own interest.

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§ 4 Order placement / contracts

The order is considered granted with reference to the agreed service and a binding appointment

a) by written order of the **AG** in written form or

b) by order confirmation of the **AG** in written form

c) by order confirmation of the contractor in written form

d) in the absence of a), b), c) by confirmation / signature of the client or his authorized representative in the test records in the designated order field. The acceptance of the terms and conditions is required.

After the order has been placed, the contract is deemed to be binding by fixing the date of the test or term of delivery. Terms of delivery can only be met if the conditions in point 2 - compliance with the test plan, provision of the obligation to cooperate - are met. Minimum order amount is 1 hour of check or consultation time. If the customer withdraws from the contract within 24 hours before the agreed test date without valid reasons, compensation payments amounting to 40 % of the estimated volume may be demanded. In any case, when canceling the already confirmed order, the project management costs for the administrative expenses incurred will be charged!

Test specifications and conditions are recorded in the test plan when the order is placed. Responsibility for used standards / specifications is the responsibility of the **AG**. **EMC** can only provide advice in this regard. **EMC** will conduct the tests in accordance with the agreed test plan, unless otherwise agreed.

Changes to the order or deviations from the test plan during the course of the test will only be carried out in mutual agreement with the client. If the Principal or his authorized representative is personally present during the examination, he confirms the test plan, the name of the equipment, the applicable test basis, any agreed changes and the hours worked by signing the test protocol.

In case of non-presence, these data, which are taken over into the test report, must be clarified in advance, changes / deviations must be communicated in writing. The test protocol on the provision of services or the hours worked will be attached to the invoice in any case.

§ 5 Costing

EMC calculates its services based on the actual cost of service, based on the current budget and the payment terms contained therein. Slight deviations of the costs estimated in the test and cost plan are possible even if the test plan is adhered to, depending on the sequence and behavior of the test object. **EMC** reserves the right to make changes, updates to the scope of costs, and interim claims after interruption of inspection.

§ 6 Payment / delay in payment

The payment is due after completion of the service and receipt of the invoice. Delay of payment occurs on the 7th day after receipt of the invoice. If there is further delay in payment after the reminder has been given, default interest at the rate of 1% per month from the invoice date as well as dunning fees can be demanded.

Payment in advance is made by **AGs** who are not based in the Federal Republic of Germany. In addition, advance payment is due if the solvency or willingness to pay of **AGs** must be considered uncertain, especially if late payment was in the past.

Results and reports remain the property of **EMC** until full settlement of the invoice.

§ 7 Warranty

The customer is entitled to the contractual, proper, and careful handling of the order using exclusively the laboratory's own measuring and testing equipment in accordance with exclusively valid testing and measuring procedures by authorized personnel. For claims that are the responsibility of **EMC**, a liability insurance is completed. The coverage amount will be announced upon request. During the examinations, the customer (up to 2 persons) can be present by appointment. The warranty only applies to the examination of the test sample that actually existed at the time of the test. The client is obliged to instruct the technician / engineer supervising the project in the proper operation of the test sample. For negligence of the **AG** under the obligation to cooperate, which leads to limitations or delays of the promised performance, no liability is assumed. This also includes metrologically relevant information that leads to incorrect

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measurement procedures. Arise during the test procedure due to spec. Operating conditions or properties of the test specimen that were not known in advance, deviations from the test and cost plan, which lead to additional expenses, this will be charged additionally.

EMC warrants the correct use of the measuring and testing equipment as well as its regular maintenance and calibration. Documents required for the test procedure must be provided by the **AG** in good time. This applies in particular if there is a duty of cooperation of the client (for example, if special guidelines are applied). Full operational readiness of the device under test must be ensured. The testability and the evaluation of the test results must be possible from the point of view of functionality in accordance with the specifications of the **AG**. The **AG** enjoys absolute protection of trust.

§ 8 Records / documentation

The report is prepared in accordance with ISO / IEC17025. The documentation includes applied test specifications, procedures, conditions, results, from which the traceability of the measurement or reproducibility of the results. The documentation applies exclusively to the test sample actually tested. The exact device name, article number, serial number must be known before the report is generated. Subsequent changes, apart from corrections, which are the responsibility of **EMC**, lead to the paid edition of revision levels. Custom-made products can generate higher costs.

Test reports are protected by copyright and may not be distributed in whole or in part without written permission from **EMC**. Test reports, test results must not be tampered with and, according to the standards of the accrediting institution, should not be used for misleading advertising purposes.

§ 9 Complaints

Complaints regarding invoices must be reported in writing within 7 days after receipt of the invoice.

Complaints about the service rendered will be dealt with according to the specifications of the Quality Assurance Handbook. Complaints are to be addressed immediately after knowledge of possible deviations or mistakes in writing to **EMC** and there are examined immediately, or within 2 weeks. For legitimate complaints the **AG** is entitled to free repair. In the completion of the rectification for reasons for which **EMC** is not responsible, an appropriate regulation must be made by reducing or at most by reimbursement in the amount of the invoice in favor of the **AG**.

§ 10 Liability

EMC shall not be liable for any indirect or consequential damages on or through test samples unless the damage was caused intentionally or through gross negligence or is directly attributable to the breach of a primary obligation of **EMC**. Further claims of the contracting party are excluded. This applies in particular to claims for compensation for damages that did not arise on the test sample itself.

For each stage of storage, treatment and preparation for the test, precautions are taken to avoid damage to the specimens or specimens. As by pollution, corrosion or overloading, which would distort the test results.

The contracting party is aware that it is in the nature of the matter that some requirements contained in the test spectrum can lead to destruction or damage to the test samples. The contractor therefore agrees that **EMC** assumes no responsibility for any damage to the property or possession of the contractor or his authorized representative that may arise during or as a result of a test. Any liability for damage and / or damage to and / or from the test specimen occurring during the agreed electrical and / or mechanical test procedure and / or due to modifications to the test specimen is therefore excluded. closed. The same applies to the use and sale of the test sample after the test. **EMC** does not take over towards the customer still to third parties a liability for the fact that the test sample is error-free and suitable for use. A corresponding warning will be attached to the device. **EMC** is not liable for damage caused by the sample or its use. No liability will be assumed for any damage to test samples (including loss of data) beyond the control of **EMC** (such as burglary, theft, fire, water or other force majeure). This also applies also to documents provided by the client.

The limitations of liability do not apply to the absence of warranted characteristics. Insofar as **EMC** is liable, among others, as joint debtor, **EMC** is always only subsidiary in the last place.

Insofar as the liability of **EMC** is excluded or limited, this also applies to employees, employees, representatives and vicarious agents of **EMC**.

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The contracting party is liable for the accuracy, completeness and traceability of its information, including specifications, operational information, technical data, test data, etc.

First and foremost, **EMC** provides expert personnel with proof of competence to carry out **EMC** tests. Accompanying tasks such as construction and transport of test samples, modifications / changes to the test sample, which the client delegates to **EMC**, are carried out to the best of our knowledge and belief. If the client assigns these tasks to the testing laboratory, he acts at his own risk. In case of damage no liability is assumed. The client ensures adequate instruction and assistance regarding the handling of the examinee with his own expert personnel, especially with large and heavy test samples.

Careful handling of test samples is mandatory for all **EMC** employees and largely regulated by the QS system. If, however, human error or misconduct results in any damage to test samples that **EMC** is responsible for, the claims settlement by **EMC** may include the value of the asset, if any, to be quantified by the valuer, or at most twice the cost of the test.

In the case of proven damage to third parties or in case of consequential damage, which can be proven to be attributed to incorrect test results, the legal case law applies

§ 11 Reshipment of test specimen

The delivery and delivery of test samples is at the own risk and at the expense of the customer. After notification of the conclusion of the procedure, the **AG** shall, in consultation with **EMC**, regulate the timely return of the test sample at its own expense and risk. The costs for the return are not covered by **EMC** in advance.

If the contracting party does not fulfill its obligation to return within a reasonable period of time, **EMC** shall ensure its own discharge for the return of the test sample at the expense and risk of the contracting party. Shipping is at the best discretion. The test sample is carefully packed. **EMC** is generally not liable for transport damage.

The cost of disposing of any electronic waste or other disposable material that may be generated by **EMC** will be passed on to the Principal.

Test samples, which initially remain in the laboratory after special consultation with the customer after completion of the procedure, are appropriately and carefully stored, depending on the available room capacity, but without the **AG's** liability claim.

§ 12 Miscellaneous

If parts of these terms and conditions do not comply with the legal jurisdiction, all other parts remain valid. Jurisdiction is the headquarters of **EMC** - Siegen.