

EMC Testhaus GmbH & Co. KG

Eiserfelder Str. 316, 57080 Siegen

Accredited* according to ISO/IEC 17025
KBA - Technical Service Category A

* The accreditation covers the standards listed in the annex to the certificate.

Among the product standards, the basic standards listed in Annex ZA or in the text apply. With the consent of the client, the more recent editions may be used if this is deemed appropriate and does not lead to an under-estimation.

General Terms and Conditions (GTCs)

General information

After reference has been made to the General Terms and Conditions of EMC Testhaus GmbH & Co. KG - hereinafter referred to as EMC - with whose validity the contractual partner of EMC agrees, all contracts for commissioned services, including consulting services (with the exception of medical products), information, deliveries and the like, as well as for ancillary services and other contractual ancillary obligations provided within the framework of the execution of the contract, are concluded on the basis of these GTCs.

Any conflicting General Terms and Conditions shall not become part of the contract even if EMC does not expressly object to them again. In particular, they are not tacitly recognized.

§ 1. Object of the company

EMC Testhaus GmbH & Co. KG is an independent service provider in the field of electromagnetic compatibility accredited by the German Accreditation Body (DAkkS) according to ISO/IEC17025 and is 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 the client, unless otherwise agreed in writing. Any terms and conditions of business of the client which conflict with EMC are not tacitly recognized. EMC provides its services using its quality assurance system in accordance with ISO/IEC17025 and with the necessary co-operation on the part of the client.

§ 2. Inquiries / estimates

Requests for services and their responses can be made verbally or in writing. Alternatively, a checklist is available for describing the equipment to be tested, which can be requested via the EMC website, by telephone or in writing. Essential information for the preparation of test and cost plans is requested here. General business documents are made available to the interested party free of charge. Requested cost estimates are prepared in writing and are non-binding on the basis of these terms and conditions. They

contain the information for the foreseeable estimated expenditure for the requested service under the required test basis for the described equipment or the configuration to be tested and are only valid if the service described in the test plan is used and the description of the test item written within the scope of the required co-operation of the client is correct.

These include properties such as size, weight, configuration, power supply, clock rates, number, type and lengths of control/signal cables. Deviations, changes, additional requirements before or during the course of the project require a revision or adjustment of the test and cost plan. Modifications/re-measurements (e.g. following changes), unforeseeable installation and set-up work and the checking of 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 are charged separately.

If no order is placed, cost estimates lose their validity after 2 months. Inspection and cost plans to competitors for the purpose of subcontracting are subject to a charge. If a contract is concluded, the costs may be deducted from the final invoice.

§ 3. Secrecy

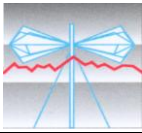
As an accredited testing laboratory, EMC is subject to strict requirements regarding the confidentiality of customer information. The accreditation is based on ISO/IEC17025 and covers the general requirements for the competence of testing and calibration laboratories. Chapter 4.2.4 of ISO/IEC 17025 regulates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

In addition, no further confidentiality obligations are therefore signed in individual cases. No claims arising from additional confidentiality requirements on the part of the customer are therefore recognised. All customer projects, even if no order is placed, shall not be disclosed to third parties unless the client authorises EMC in writing in its own interest.

§ 4. Distribution of orders / contracts

a. Order placement

Ausgabe / Issue	Edit. 01	Datum der Ausgabe / date of issue	01.01.2025	Gesamtseiten / total pages	4	Seite / page	1 von 4 1 of 4
EMC Testhaus GmbH & Co. KG Eiserfelder Str. 316 D-57080 Siegen				E-Mail: info(at)emc-testhaus.de Telefon / phone: +49 271 382702 Telefax / fax: +49 271 382758			
Bankverbindung:	Sparkasse Westerwald-Sieg			AMTSGERICHT SIEGEN HRA 9508			
IBAN:	DE11 5735 1030 0055 0343 83			USt.-IdNr.: DE327147836			
BIC:	MALADE51AKI						



EMC Testhaus GmbH & Co. KG

Eiserfelder Str. 316, 57080 Siegen

Accredited* according to ISO/IEC 17025
KBA - Technical Service Category A

* The accreditation covers the standards listed in the annex to the certificate.

Among the product standards, the basic standards listed in Annex ZA or in the text apply. With the consent of the client, the more recent editions may be used if this is deemed appropriate and does not lead to an under-estimation.

The order is deemed to have been placed with reference to the agreed service and a binding termin agreement:

- a) by written order / placement of order by the Client in written form or
- b) by written confirmation of the order by the Client
- c) by order confirmation of the contractor in written form
- d) in the absence of a), b), c) by confirmation/signature of the principal or its authorised representative in the test report in the order field provided. Recognition of the GTCs is assumed.

Once the order has been placed, the contract shall be deemed to have been bindingly concluded by setting the inspection deadline or deadlines. Deadlines can only be adhered to if the conditions under point 2 - compliance with the test plan, fulfilment of the obligation to cooperate - are met. The minimum order quantity is 1 hour of testing or consultation time.

Test specifications and conditions are recorded in the test plan when the order is placed. The client is responsible for the standards/specifications used.

EMC can only act in an advisory capacity in this regard. Furthermore, EMC carries out the tests according to an agreed test plan, unless other agreements have been made.

b. Cancellation of an order

If the customer cancels the contract within 24 hours before the agreed inspection date without valid reasons, compensation payments amounting to 40% of the estimated volume may be demanded. In any case, if the already confirmed test order is cancelled, the project management costs for the administrative expenses incurred will be charged!

c. Change of an order

Changes to the order or deviations from the test plan during the course of the test shall only be made by mutual agreement with the client. If the client or his authorised representative is personally present during the test, he shall confirm the test plan, the designation of the equipment, the test basis to be applied, any agreed changes and the hours worked by signing the test report.

In the event of non-attendance, this data, which is transferred to the test report, must be clarified in advance and changes / deviations must be communicated in writing. The test report on the provision of services or the hours worked will always be enclosed with the invoice.

d. Decision rule

Basically, the EMC applies the decision rule specified in the standard with regard to taking into account the measurement uncertainty for determining the measured values, if such an uncertainty exists.

If there is no such normative specification, the measurement uncertainty is not taken into account when determining the measurement results.

If the client requires a different decision rule, such as the one specified in the standard or the one used by EMC Testhaus GmbH & Co. KG, this must be communicated to the laboratory in writing before the start of the tests. This will then be noted in the final test report.

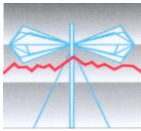
§ 5. Calculation

EMC charges for its services according to the actual work performed at fixed hourly rates on the basis of the current cost framework and the payment conditions contained therein. Project management costs are incurred for all test and measurement orders placed, but not for the exclusive provision of consultancy services. Minor deviations from the expenditure estimated in the test and cost plan are possible even if the test plan is adhered to, depending on the procedure and behaviour of the test object. EMC reserves the right to make changes, to adjust the cost framework and to issue interim invoices after the test has been interrupted.

§ 6. Payment / Delayed payment

Payment is due upon completion of the service and receipt of the invoice. Default of payment occurs on the 14th day after receipt of the invoice. If there is a further delay in payment after a reminder has been issued, interest on arrears of 1% per month from the invoice date and reminder fees may be charged.

Ausgabe / Issue	Edit. 01	Datum der Ausgabe / date of issue	01.01.2025	Gesamtseiten / total pages	4	Seite / page	2 von 4 2 of 4
EMC Testhaus GmbH & Co. KG Eiserfelder Str. 316 D-57080 Siegen						E-Mail: info(at)emc-testhaus.de Telefon / phone: +49 271 382702 Telefax / fax: +49 271 382758	
Bankverbindung:	Sparkasse Westerwald-Sieg			AMTSGERICHT SIEGEN HRA 9508			
IBAN:	DE11 5735 1030 0055 0343 83			USt.-IdNr.: DE327147836			
BIC:	MALADE51AKI						



EMC Testhaus GmbH & Co. KG

Eiserfelder Str. 316, 57080 Siegen

**Accredited* according to ISO/IEC 17025
KBA - Technical Service Category A**

* The accreditation covers the standards listed in the annex to the certificate.

Among the product standards, the basic standards listed in Annex ZA or in the text apply. With the consent of the client, the more recent editions may be used if this is deemed appropriate and does not lead to an under-estimation.

Prepayment is charged for customers who do not have their registered office in the Federal Republic of Germany. In addition, advance payment is due if the solvency or willingness to pay of the client must be assessed as uncertain, in particular if there has been a delay in payment in the past.

Results and reports remain the property of EMC until the invoice has been paid in full.

§ 7. Guarantee

The customer is entitled to the contractual, proper and careful execution of the order using exclusively the laboratory's own measuring and testing equipment in accordance with exclusively valid testing and measuring procedures by authorised personnel. Liability insurance has been taken out for cases of damage for which EMC is responsible. The amount of cover will be announced on request. The customer (up to 2 persons) may be present during the tests by appointment. The warranty relates exclusively to the testing of the test sample that was actually present at the time of testing. The client is obliged to instruct the technician/engineer supervising the project in the proper operation of the test sample. No liability shall be accepted for any failure on the part of the customer to fulfil its obligation to cooperate, which leads to restrictions or delays in the promised performance. This also includes metrologically relevant specifications that lead to incorrect measurement sequences. If deviations from the test and cost plan arise during the test procedure due to special operating conditions or properties of the test specimen that were not known in advance, which lead to additional costs, these will be charged additionally.

EMC guarantees the proper usability of the measuring and testing equipment as well as its regulated maintenance and calibration. The client must provide the documents required for the test procedure in good time. This applies in particular if the customer is obliged to cooperate (e.g. when special guidelines are applied). The device under test must be fully operational. The test capability and the evaluation of the test results must be possible from the point of view of functionality in accordance with the specifications of the client. The client enjoys absolute confidentiality protection.

§ 8. Documentations

he report is prepared in accordance with ISO/IEC17025. The documentation includes the test specifications, procedures, conditions and results used, from which the reproducibility of the measurement and the reproducibility of the results are derived. The documentation applies exclusively to the test sample actually tested. The exact test specimen designation, article and serial numbers must be known before the report is prepared. Subsequent changes, apart from error corrections for which EMC is responsible, will result in the issue of revision statuses subject to a charge. Customised versions may incur higher costs.

Unless otherwise agreed in writing with the client, test reports and reports on internal results are sent by e-mail as pdf files.

Test reports are protected by copyright and may not be passed on in part or in extract form without written authorisation from EMC.

Test reports and test results must not be manipulated and must not be used for misleading advertising purposes in accordance with the standards of the accrediting institute.

§ 9. Complaints

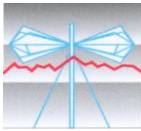
Complaints about invoices must be made in writing within 7 days of receipt of the invoice.

Complaints about the service provided will be dealt with in accordance with the Quality Assurance Manual. Complaints must be sent to EMC in writing immediately after becoming aware of possible deviations or errors and will be examined immediately or within 2 weeks. In the event of justified complaints, the client shall be entitled to rectification free of charge. If the rectification of defects is not possible for reasons for which EMC is responsible, an appropriate settlement must be made by reduction or at most by reimbursement of the invoice amount in favour of the client.

§ 10. Liability / Provision of test specimens

EMC is not liable for indirect damage and consequential damage to or caused by test samples, unless the damage was caused intentionally or through gross negligence or is based directly on the breach of a primary obligation by EMC. Further claims of the contractual

Ausgabe / Issue	Edit. 01	Datum der Ausgabe / date of issue	01.01.2025	Gesamtseiten / total pages	4	Seite / page	3 von 4 3 of 4
EMC Testhaus GmbH & Co. KG Eiserfelder Str. 316 D-57080 Siegen						E-Mail: info(at)emc-testhaus.de Telefon / phone: +49 271 382702 Telefax / fax: +49 271 382758	
Bankverbindung:	Sparkasse Westerwald-Sieg			AMTSGERICHT SIEGEN HRA 9508			
IBAN:	DE11 5735 1030 0055 0343 83			USt.-IdNr.: DE327147836			
BIC:	MALADE51AKI						



EMC Testhaus GmbH & Co. KG

Eiserfelder Str. 316, 57080 Siegen

Accredited* according to ISO/IEC 17025
KBA - Technical Service Category A

* The accreditation covers the standards listed in the annex to the certificate.

Among the product standards, the basic standards listed in Annex ZA or in the text apply. With the consent of the client, the more recent editions may be used if this is deemed appropriate and does not lead to an under-estimation.

partner are excluded. This applies in particular to claims for compensation for damage that has not occurred to the test sample itself.

For each stage of storage, handling and preparation for testing, precautions are taken to prevent damage to the samples or test specimens, e.g. due to contamination, corrosion or overloading, which would falsify the test results.

The contracting party is aware that it is in the nature of things that some requirements contained in the test spectrum can lead to destruction of or damage to the test samples. The contracting party therefore agrees that EMC accepts no responsibility for damage to the property or possessions of the contracting party or its authorised representative that may occur during or as a result of a test. Any liability for damage and/or damage to and/or caused by the test sample that occurs during the agreed electrical and/or mechanical test procedure and/or due to modifications to the test sample is therefore excluded. The same applies to the use and sale of the test sample after the test. **EMC** accepts no liability towards the customer or third parties for the test sample being free of defects and suitable for use. A corresponding warning is enclosed with the device. **EMC** is not liable for damage caused by the test sample or its use. **EMC** accepts no liability for any damage to test samples (including loss of data) for which **EMC** is not responsible (e.g. due to burglary, theft, fire, water or other cases of force majeure). This also applies analogously to documents provided by the client.

The limitations of liability do not apply to the absence of warranted characteristics. Insofar as **EMC** is jointly and severally liable with others, **EMC** is always only liable in the last place.

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

The contractual partner shall be liable for the correctness, completeness and comprehensibility of its information, including specifications, operational information, technical data, test data, etc. The contractual partner shall also be liable for the correctness, completeness and comprehensibility of the information provided by **EMC**.

EMC primarily provides expert personnel with proof of competence to carry out EMC tests. Accompanying tasks such as the assembly 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, it does so at its own risk. No liability is assumed in the event of damage. The client shall ensure that sufficient instruction and assistance is provided by its own expert personnel with regard to the handling of the test specimen, especially in the case of large and heavy test specimens.

Careful handling of test samples is mandatory for all **EMC** employees and is largely regulated by the QM system. However, if damage occurs to test samples due to human error or misbehaviour for which **EMC** is responsible, **EMC** may settle the claim for the material value to be quantified by an expert or, at most, twice the test costs related to the test order. In the event of proven damage to third parties or in the event of consequential damage that is demonstrably attributable to incorrect test results, statutory jurisdiction shall apply.

§ 11. Transport / Return of test samples

The supply and delivery of test samples shall be at the client's own risk and expense. After notification of the conclusion of the procedure, the Client shall arrange the prompt return of the test sample at its own expense and risk in consultation with **EMC**. The costs for the return will not be borne by **EMC** in advance.

If the Contractual Partner fails to fulfil its obligation to return the test sample within a reasonable period of time, EMC shall arrange for the return of the test sample at the expense and risk of the Contractual Partner. Shipment shall be made to the best of our judgement. The test sample is carefully packed. **EMC** shall not be liable for damage in transit.

The costs incurred by **EMC** for the disposal of any remaining electronic waste or other material requiring disposal shall be passed on to the client.

Test samples that remain in the laboratory after completion of the procedure in special consultation with the client will be stored appropriately and carefully depending on the available space, but without any liability claim by the client.

§ 12. AOB (any other business)

If parts of these General Terms and Conditions do not comply with statutory jurisdiction, all other parts shall remain valid. The place of jurisdiction is the registered office of EMC - Siegen.

Ausgabe / Issue	Edit. 01	Datum der Ausgabe / date of issue	01.01.2025	Gesamtseiten / total pages	4	Seite / page	4 von 4 4 of 4
EMC Testhaus GmbH & Co. KG Eiserfelder Str. 316 D-57080 Siegen						E-Mail: info(at)emc-testhaus.de Telefon / phone: +49 271 382702 Telefax / fax: +49 271 382758	
Bankverbindung:	Sparkasse Westerwald-Sieg			AMTSGERICHT SIEGEN HRA 9508			
IBAN:	DE11 5735 1030 0055 0343 83			USt.-IdNr.: DE327147836			
BIC:	MALADE51AKI						