



1. General terms

The contractor agrees to perform the services as described in the offer.

Consultation shall include the supply of full and comprehensive oral and written information by the client, recommendations and, where so agreed, tests and measurements carried out in the contractor's own laboratory or in a rented laboratory.

The test reports produced on the basis of conformance tests, measurements and service researches to be performed shall be written in the German or English language.

The conformance tests as well as the certifications within the accredited scope are subject to the 'Testing and Certification regulation' in the relevant version.

If the performance shall include licensing at approval authorities, then any guarantee on the part of the contractor shall be excluded in the event of objections to or rejection of the approval application by the approval authorities; the contractor, however, shall be under an obligation to use his best efforts and judgement in order that the license application be successful.

2. Place of performance

Unless otherwise agreed, the contractor shall perform his services in Wilhelmshaven.

The transportation of the equipment to be tested to and from the contractor shall be the responsibility of the client. Travel expenses to third-party laboratories or approval authorities shall be reimbursed by the client.

3. Payment

Payment due for services performed by the contractor shall be calculated as shown in the appendix entitled "Price list".

Consultancy fees of this kind are not subject to turnover tax, if the client's place of business is abroad, outside the EU. In other cases the turnover tax - valid at invoice date - is applicable.

On conclusion of the contract the contractor may request from the client to pay 50% of the previously calculated sum as pre-payment. The outstanding payment shall be billed on the final invoice.

If the advanced payment exceeds the final amount, then the contractor is obliged to reimburse the client with the excess payment made or to balance it with the new order.

The contractor may request partial payment at the end of the month for services carried out during that month, or may request an advance payment for services when the payment due shall be greater than 5,000 EU.

If the client should cancel a test date later than 7 days prior to the scheduled test date, the contractor may charge the client with the fees for the estimated laboratory time.

If performances of third-party laboratories are necessary, the contractor charges the client with the estimated fees for this performance in advance. The test dates at third-party laboratories will only be accepted definitely upon receipt of this payment.

The client agrees to pay the fee owed, without deductions, within 2 weeks after invoice date, unless otherwise agreed. The invoice shall state whether it is for partial payment or a final settlement.

The client is entitled to claim compensation only to the extent that compensation has been recognized or has been established as final and absolute.

If the client defaults on payment, the contractor shall charge default interest at 7% above the rediscount rate.

4. Premature termination

The client has the right to terminate the contract at any time. In the event of his terminating the contract prematurely, he must pay the amount accruing for the proportion of the services performed to that date, as well as a contractual penalty equal to 20% of the previously calculated contractual sum.

The contractor has the right to refuse or discontinue his services for as long as an advanced or partial payment owed by the client has not been settled. In addition, the contractor has the right to refuse to surrender equipment and documents entrusted to him until such the payments due have been made.



5. Confidentiality

The contractor agrees to treat documents and information entrusted to him in confidence and not to divulge such information to any third party other than for the agreed purpose.

Confidential information encompasses:

- Documents marked as such
 - Information declared to the recipient as confidential after it has been disclosed
 - Information gained by the contractor for the performance of services for the client
- Information not disclosed in confidence includes:
- Information which was already generally available at the time of disclosure,
 - Information which the client declares as intended for further transmission.

Documents and information which must be placed at the disposal of the testing authorities in the course of the licensing procedure are exempted from this obligation.

6. Data protection

The data stored by the contractor on a PC system comprises:

- details about the client
- data for invoicing purposes
- test reports
- approval documents

This data shall be archived for a maximum of 10 years, but not for further processing.

7. Guaranty

The contractor shall provide a guaranty for tests and measurements on equipment that shall extend for a period of 6 months after acceptance of performance. This shall also include re-measurement and re-testing, free of charge, by the contractor.

No guaranty will be provided for successful certification at the testing laboratory and for an early test date at third-party laboratories or approval authorities.

8. Liability

The contracting parties shall be liable only for damages caused through deliberate or grossly negligent violation of the contract, either by themselves, their legal representatives or by persons employed by them in performing their obligations.

Any claims for damages shall not include, for example, damage to or loss of test or license models, the loss of information or data, loss of profits or interruption of business.

For the remainder, the liability of the contractor shall be limited to the highest coverage provided by his employer's liability insurance.

9. Written form, nullity

All amendments and additions to the contract must be in writing to obtain effect.

Should any of the above clauses be null and void, then the remaining provisions shall otherwise remain unaffected.

10. Governing law

This contract is concluded under private law.

The law of the Federal Republic of Germany is applicable, and the place of jurisdiction shall be Wilhelmshaven.