



TestService

**General Terms and Conditions-
DLG TestService GmbH
(Hereinafter referred to as DLG)**

Valid as of 7/5/2024

1. General, Scope of Application

- 1.1 The DLG accompanies, tests, and assesses the development and manufacture of products regarding quality, practicality, suitability for use, and safety to the extent agreed with the client.
- 1.2 The following Terms and Conditions apply to the agreed services, including information, deliveries, and the like, as well as to ancillary services rendered within the scope of the order's execution unless individually deviating provisions have been agreed upon with the client that take precedence.
- 1.3 Any general terms and conditions of the client, including any terms and conditions of purchase, will not apply and are hereby excluded. The client's contractual terms and conditions will not become part of the contract even if DLG does not expressly object to them at the time of performance.

2. Conclusion of Contracts, Scope of services, Execution of orders

- 2.1 The contract is concluded by the client's legally binding signature on DLG's offer and return of the signed offer by post, fax, or transmission as a PDF file by electronic means or otherwise in text form upon receipt by DLG.
- 2.2 The scope of the contractually owed services is defined in writing between the parties when the order is placed. Amendments or additional services to the specified scope of the order must be agreed in writing between the parties prior to performance.
- 2.3 The agreed services are to be performed in accordance with the generally recognised rules of technology or scientific rules and in compliance with the regulations applicable at the time of the contract's conclusion. DLG is entitled to determine the method and type of testing at its own discretion unless otherwise agreed in writing or if mandatory regulations require a specific procedure.
- 2.4 DLG's contractual services are deemed to have been rendered and completed with the preparation of the respective test reports, expert opinions or the awarding of test marks and their dispatch to the client.

3. Terms of Payment, Costs, Offsetting

- 3.1 The prices or daily and/or hourly rates agreed upon conclusion of the contract apply to the calculation of the services, unless a fixed price or another basis of assessment has been expressly agreed in writing.
- 3.2 Appropriate cost advances may be requested and/or partial invoices may be issued in accordance with the services already rendered. Partial invoices do not have to be designated as such. The receipt of an invoice does not mean that DLG has settled the order in full.
- 3.3 The fees invoiced in accordance with Clause 3.2 and/or by final invoice after the service has been rendered are due for payment immediately after invoicing unless otherwise agreed.



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- 3.4 Fees and prices quoted in offers are subject to value-added tax at the applicable statutory rate. VAT is shown separately on the invoice.
- 3.5 Only legally established or undisputed claims may be offset against claims of DLG.

4. Performance Deadlines, Dates

- 4.1 The contractually agreed performance periods and deadlines are estimates of the scope of work based on the client's information. They are only binding if DLG confirms them in writing.
- 4.2 If binding deadlines have been agreed upon, they only begin to run when the client has fulfilled all contractually agreed obligations to cooperate have been fulfilled or all materials (e.g., samples, test specimens, reference substances), documents and information required for the fulfilment of the order are available, on the fulfilment of which the start of the work is dependent. If DLG is prevented from providing the service due to force majeure circumstances, the agreed performance period is extended accordingly.

5. Force Majeure

- 5.1 DLG is not liable for impossibility of performance or delays in performance if these were caused by force majeure or other events unforeseeable at the time of conclusion of the contract. Force majeure is an external event that has no operational connection, is unforeseeable and cannot be averted even with the utmost care that could reasonably be expected, such as in particular natural disasters, pandemics, fire damage, strikes and lawful lockouts as well as operational disruptions or official orders for which DLG is not responsible, difficulties in the procurement of materials and energy, shortages of raw materials as well as the failure to perform, incorrect or untimely performance by subcontractors, insofar as DLG is not responsible for this. In all other cases, DLG's liability will depend on its fault and is to be treated in accordance with the statutory provisions on impossibility.
- 5.2 If such events make it impossible or difficult for DLG to perform and the hindrance is not only temporary, DLG is entitled to withdraw from the contract.
- 5.3 In the event of temporary hindrances, the performance deadlines are extended or the performance dates postponed by the period of the hindrance plus a reasonable start-up period.
- 5.4 Notwithstanding the above rights, in the event of force majeure, the contracting parties shall agree on the further course of action and - as far as possible - set this out in writing by mutual agreement.

6. Acceptance, Liability for Material Defects (Statutory Warranty)

- 6.1 Insofar as DLG is contractually obliged to produce results, acceptance of the service is deemed to have taken place as soon as the client makes further use of the result. Expert opinions - insofar as they do not constitute services - are deemed to have been accepted if no written objection due to defects is made within one month of delivery to the client.
- 6.2 If DLG's performance is defective, the client may initially only demand subsequent performance. The latter is only entitled to the other statutory warranty claims after subsequent performance has failed. In the case of obvious defects, subsequent performance must be claimed in writing within a period of two weeks.
- 6.3 DLG's liability for material defects only covers the services expressly commissioned. DLG does not assume any warranty for the correctness and functioning of the entire system in question, to which the inspected or tested parts belong; in particular, DLG does not assume any responsibility for the design, selection of materials, and construction of



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the inspected systems unless these issues are expressly covered by the order. Even in the latter case, the manufacturer's liability for material defects and legal responsibility are neither limited nor assumed.

- 6.4 Warranty periods begin with the handover or acceptance.
- 6.5 In all other respects, liability for material defects is governed by the statutory provisions unless otherwise agreed between the parties.

7. Liability

- 7.1 DLG is liable for intent and gross negligence. Furthermore, DLG is liable for the negligent breach of material contractual obligations, i.e., obligations the fulfilment of which is essential for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the observance of which the client regularly relies. In the latter case, DLG is only liable for damages foreseeable at the time of conclusion of the contract and typical for the contract. DLG is not liable for a slightly negligent breach of non-essential contractual obligations.
- 7.2 The above exclusions and limitations of liability do not apply to damage to life, limb or health or claims arising from a guarantee of quality or under the Product Liability Act.
- 7.3 DLG expressly draws the contractor's attention to the fact that test objects are subjected to or exposed to exceptional loads and stresses during the test and that it may also be necessary to modify test objects structurally for testing purposes (e.g., for the purpose of installing measurement technology). These processes are intrinsic to the audit assignment. DLG is not liable for damages in any of these cases, particularly not for restoration of the original condition.

8. Use of Third Parties (subcontractors)

- 8.1 DLG is entitled to use subcontractors at its own expense without prior consultation with the client. The use of a subcontractor does not release DLG from its contractual obligations. DLG has no right of substitution. The subcontractor is an agent of DLG.
- 8.2 Chapter 8 does not apply to examinations in the accredited area.

9. Right of Use, Confidentiality, Copyright

- 9.1 DLG may keep copies of written documents that are provided to it for inspection and that are important for executing the order in its files.
- 9.2 To the extent that expert opinions, test results, test reports, calculations, etc., which are subject to copyright protection, are prepared in the course of the execution of the order, DLG shall grant the client a simple, non-transferable right of use thereto, insofar as this is necessary for the contractually stipulated purpose. Further rights are expressly not transferred; in particular, the client is not entitled to process expert opinions, test results, calculations, test reports, test marks, etc., or to use them in any way outside its business operations. The client may only use the expert opinions, test results, test reports, calculations, etc. prepared by DLG in full, not in part and only within its business operations for the contractually stipulated purpose. The client is not permitted to use the *material* for advertising or external presentation purposes; in the case of publications, Clause 10.1 of these GTC must be observed.
- 9.3 DLG, its employees and the experts it engages, as well as other third parties it consults, may not disclose or exploit business and trade secrets that come to their knowledge in the course of their activities without authorisation.

10. Publication and Advertising



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- 10.1 Expert opinions, test results, test reports and calculations of the DLG may only be published with the prior written consent of the DLG. This applies to both full and partial publication. If the DLG agrees to publication, publication is only permitted if the exhibition date is stated. The nature of the publication and its context must not give the target audience an inaccurate impression of the scope of DLG's services, e.g., by distorting the meaning of DLG's statements or adding the client's own interpretation to them. Any consent given by DLG to publication is revocable with effect for the future.
- 10.2 The use of DLG trademarks, particularly the DLG logo or DLG test marks, requires the prior written consent of the DLG. Even if the DLG trademarks are not used, the client is only permitted to refer to the cooperation with DLG with the prior written consent of DLG.

11. Partial Invalidity, Written Form, Place of Jurisdiction, Applicable Law

- 11.1 No ancillary agreements have been made to the contract.
- 11.2 Amendments and supplements to the contract must be made in writing to be legally effective; this also applies to any agreement to waive this written form requirement.
- 11.3 In the event that one or more provisions of the contract are invalid, the contracting parties agree to replace one of the invalid provisions with a legally valid one that comes as close as possible to the economic purpose of the contract.
- 11.4 Mainz is the place of jurisdiction for all disputes in connection with the contract. This contract is subject to German law, to the exclusion of German international private law and the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.5 The German version is binding. The English translation is only for convenience.