

## General Service Terms and Conditions

### **Special Terms and Conditions for Services**

(laboratory tests, assessments, fire inspections and fire tests, certification, inspection, training, research, etc.)

#### **1. Sphere of Validity**

Upon a supplemental basis to the AVB [General Insurance Terms and Conditions], these Terms and Conditions shall be valid for the services to be rendered by us. These Terms and Conditions shall be valid only for companies, juridical persons under public law and special foundations under public law.

#### **2. Pre-Requirement for the Rendering of a Service**

2.1 Insofar as an advance payment has been agreed, we shall be entitled to only then begin the implementation of the order after having received the payment.

2.2 Any forms which we provide for the collection of the required data in conjunction with the issued order (specifications, order object, construction project, testing samples, product, etc.) must be properly and completely filled out by the Customer and submitted to us by no later than the agreed deadline. The same shall be valid accordingly for the documents requested from us by the Customer.

2.3 If the submission of the forms to be filled out and/or documents is not made or not made in a timely manner, we shall be entitled to reject a timeframe for the rendering of services and to demand damage compensation from the Customer, cf. Clause 3 below.

2.4 The Customer alone shall be responsible for the completeness of the forms to be filled out and/or documents being submitted to us in a timely manner. If these submitted forms and/or documents are indeed nonetheless incomplete and the documentation to be created by us for the issued order is thus incomplete, we shall assume no liability for the usability of the documentation for the usage purpose prescribed in the order.

#### **3. Cancellation or Postponement of the Deadline by the Customer**

3.1 If the Customer cannot fulfil the deadline agreed with us and which has been reserved for him, then he shall be obliged to promptly notify us of this in writing. Irrespective of the necessity of the applicability of the statutory requirements, a complete or partial cancellation of the order must be in writing in order to be effective.

3.2 We shall be entitled, in the event of the postponement of an agreed deadline which has been caused by the Customer, to demand a minimum compensation amount of 20 % of the net order amount as well as to document and demand compensation for the expenditures which we have incurred and/or for the higher actual damages which we have suffered.

3.3 If the Customer cancels the order without being entitled to do so—at our company, one to seven days before the agreed deadline, we shall be entitled to demand a minimum fee of 50 % of the net order amount as well as to document and demand compensation for the expenditures which we have incurred and/or for the higher actual damages which we have suffered. If we receive the notification of the cancellation within seven days before the agreed deadline, we shall be entitled to demand a minimum compensation amount of 100 % of the net order amount as well as to document and demand compensation for the expenditures which we have incurred and/or for the higher actual damages which we have suffered.

#### **4. Testing Samples and Documents**

4.1 The testing samples required for our rendering of the services must be supplied by the Customer in accordance with our specifications. We reserve the right to request additional testing samples from the Customer in order to verify the testing results.

4.2 The Customer must supply us with testing samples upon a free-of-charge basis and, where applicable, with duty paid. The costs for the freight and transport of the documents and/or testing samples to us and from us as well as any required disposal measures shall be assumed by the Customer. The risk during transport shall be assumed by the Customer.

4.3 The Customer must notify us promptly, but nonetheless by no later than when delivery is made, of the whereabouts of the testing sample after the testing has been done. If this prompt notification is not done, we shall be entitled to proceed in accordance with Clause 4.7 below.

4.4 As long as the testing sample is in our possession, we must be responsible only for showing that level of due care which we would apply in comparable matters of our own (cf. § 690 BGB).

4.5 The Customer knows and declares his consent that it may be necessary to destroy a testing sample in order to identify and track the testing results even if the test itself does not lead to its destruction and that, even with non-destructing tests, damage may occur in the form of scratches and the like.

4.6 Because it may be necessary that the use of our testing report is bound to the duration of the provision of the testing sample to the Customer, we recommend to the Customer to absolutely store a reserve sample on his premises for the timeframe of the use of our testing report

4.7 Storage of a testing sample on our premises

4.7.1 A test shall be considered to be completed upon the sending of the test documentation or the unplanned discontinuation of the test.

4.7.2 The Customer shall be obliged to pick up the testing sample from us within four weeks after the completion of the test; the pick-up date must be agreed with us. If the pick-up is not done within the timeframe, we shall be entitled to dispose of the testing sample at the Customer's expense.

4.7.3 If the Customer reaches agreement with us on a pick-up date which lies after the deadline, we shall accordingly store the testing sample for the Customer for a longer period of time whereby, after the passage of the timeframe, the risk of an accidental loss, destruction or damage shall be transferred to the Customer. For the storage after the passage of the timeframe, the Customer shall also be obliged to pay us a fee for the storage per component and/or per container (for smaller testing samples) in the amount of EURO 250.00 net per week

begun. If the pick-up fails to be done, we shall be entitled to dispose of the testing sample after three months after the passage of the timeframe at the Customer's expense.

4.7.4 If the Customer supplies a testing sample within two weeks before the agreed deadline, we shall store the testing sample. If the Customer supplies a testing sample earlier than two weeks before the agreed deadline, we shall be entitled, for the storage per week begun before the two weeks to the agreed deadline, to demand a fee of EURO 250.00 net per component and/or per container (for smaller testing samples).

4.7.5 We shall also accordingly be entitled to these warehousing costs in the cases when and insofar as warehousing times of more than two weeks are incurred during the order implementation for which we are not responsible (e.g. for testing discontinuations owing to required replacement part procurement, the requirement of follow-up test, etc.).

4.8 Insofar as we do packaging, a billing of the costs shall be made based upon the cheapest prices and returning the packaging shall be excluded. Insofar as this is possible, the Customer's transport resources and packaging shall be used for the return shipment or disposed of by us for a fee.

4.9 For deliveries from abroad, the Customer must handle all customs formalities.

4.10 We shall not be liable for the data provided by the manufacturer about a testing sample. We shall check these data routinely merely for their plausibility. For the purpose of the documentability of a testing sample, e.g. during assessments, reserve samples can be stored. The Customer shall have the storage obligation.

#### **5. Assessments**

In principle, with regards to the assessments which we draft for the Customer, the option exists to invite our expert as a technical expert to subsequent court proceedings. In such a case, we shall be obliged by law to release our expert for the taking of evidence upon a free-of-charge basis. The witness's fees shall encompass merely the travel costs and a small hourly rate. This will result in substantial financial losses for us. The Customer shall thus be obliged and is irrevocably in agreement that, in such cases, we shall bill the Customer for the costs at our respectively valid rates for our experts.

#### **6. Documentation of the Service as well as Auditing and Recall of Testing Reports**

6.1 In accordance with the service specified on the order, we shall draft for the Customer a written piece of documentation whose type, content and scope have been defined by the type of service and, where applicable, by the usage purpose agreed in the issued order. If, upon the Customer's request, we should commission a translation of our documentation into another language, the German version of our documentation shall nonetheless remain the binding version.

6.2 We shall draft our written documentation carefully and conscientiously. If there are justified indications that our written documentation is flawed, we shall, regardless of the cause, be entitled to recall and retrieve this documentation. In such a case, upon becoming aware of the recall, the Customer shall be obliged to not continue to use this written documentation and to return it to us. Beginning with the point in time of the recall and the Customer becoming aware thereof or the supplying of a revised version of the documentation, we shall assume no more liability for the exploitation and/or the use of the original defective written documentation.

#### **7. Rendering of Services by Third Parties**

We shall have our services rendered regularly through our own technical personnel. Nonetheless, as required, we shall be entitled to also deploy third parties (service providers/subcontractors) to render the services. In such a case, we shall remain the Customer's sole contractual partner.

#### **8. Premature End of the Rendering of Services**

If a premature discontinuation occurs (e.g. testing sample failure during a test, discontinuation of continuing education, discontinuation of an audit owing to insufficient requirements at the Customer's or the like) for which we are not responsible, the Customer must nonetheless pay the agreed fee in full to us and also, where applicable, the costs incurred for record-keeping purposes (log, report). In the case of such a discontinuation, we shall issue no classification documentation. If we are responsible for the discontinuation, we shall be entitled to bill the services which we render up to the point in time of the discontinuation based upon actual expenditures unless we have caused the discontinuation as the result of our intentional wrongdoing or gross negligence.

#### **9. Data Collection, Data Usage**

9.1 Within the parameters of our work activities as a testing, supervisory and/or certification office, we shall be obliged to label and transparently store order-relevant data (currently for a timeframe of 10 years). We reserve the right to collect and store the relevant data and information in a database system.

9.2 We shall be entitled to use the data created during our rendering of the services (e.g. for testing sample descriptions) and results (e.g. testing and classification values) in anonymised form for our own purposes, e.g. for statistical data collection and/or technical assessments and evaluations. If a significant reason exists, the Customer may object to our use at any time in writing.

#### **10 Confidentiality**

The parties shall be reciprocally obliged to keep confidential all business and personal data as well as business and trade secrets of the respective other party which become known during the contractual relationship. This confidentiality obligation shall not then exist if a party, owing to legal directives, is obliged to make such a disclosure (e.g. obligation to disclose information to courts and government agencies).

examination of the contractual documents by employees or authorised representatives of the accreditation agency insofar as the Customer is obliged to publish the documents created for him or insofar as a reporting must be made to an arbitral tribunal in the event that a complaint is lodged.