

General Terms and Conditions of PRO EMV Labor Strausberg GmbH for measurement services

1. General - Scope of Application

Our offers and services are exclusively subject to the following terms and conditions, unless expressly agreed otherwise in writing. Contradictory terms and conditions of the customer shall not be recognized.

The customer acknowledges the following terms and conditions at the latest by accepting services or by agreeing to services in writing (by placing an order or test agreement).

2. Offer and conclusion of contract

Our offers for test services are binding for us with a period of 3 months, provided that during the execution of the service there is no extension or change for which the customer is responsible compared to the inquiry on which the offer was based.

We retain the property rights and copyrights to cost estimates, drawings, drafts and other internal documents prepared by us or on our behalf for the offer. These may not be made accessible to third parties and must be returned upon request.

3. Pricing

Our prices are quoted in EURO excluding the costs for shipping and transport insurance as well as excluding the respectively valid value added tax, unless other details are given in the service offer.

For services of the EMC test laboratory the prices determined in the offer according to the information provided by the customer for the respective test object shall apply. The price calculation is based on fixed prices of PRO EMV Labor Strausberg GmbH for the test modules required by the standards or requested by the customer.

Services of the service department of PRO EMV Labor Strausberg GmbH are charged on an hourly basis according to the valid price list. For on-site measurements, the prices shall be determined depending on the services to be rendered, the time required and the travel distances and times to be taken into account and shall be communicated to the inquirer in the offer.

4. Terms of payment

Unless otherwise agreed, our invoices are to be paid within 30 days without deduction to the account specified in the invoice. For us, the credit entry on our account is considered as receipt of payment. The recipient of the invoice is not entitled to set-off against counterclaims or to assert rights of retention for any reason whatsoever. If the payment deadline is exceeded, interest on arrears in the amount customary in banking shall be due without the need for a reminder and without the necessity of causing default.

5. Delivery

All dates are given to the best of our ability, but are only approximately binding for us. Force majeure of events that make the service impossible or significantly more difficult without our fault, entitle us to postpone the deadline or to withdraw from the contract.

6. Shipment / transfer of risk

The risk shall pass to the purchaser as soon as the test specimen has left our laboratory, even in the case of carriage paid delivery. We shall be free to select the means and company of transport if no special type of shipment has been agreed with the purchaser. Transport insurance shall not be taken out without a special agreement. Goods shall be shipped packed in the customary manner, if necessary. Packaging of any kind will not be taken back unless otherwise agreed.

7. Reservation of proprietary rights.

Any test report produced as a result of tests shall remain our property until our claims have been settled by the customer/client. The rights of resale shall pass to the customer / client without restriction after receipt of our claims. PRO EMV Labor Strausberg GmbH shall be entitled, in case of outstanding claims against the customer / client, to defer further services until settlement of its claims.

8. Warranty

PRO EMV Labor Strausberg GmbH warrants the proper performance of its services in accordance with the order and the maintenance of confidentiality. The laboratory has a liability insurance. Upon request, the contractual partner will be informed about the amount. No liability is assumed for damage to the test specimen that occurs as a result of measurements. The results contained in test reports always refer exclusively to the tested object at the time of the test. The client must inspect the services rendered without delay and report any defects immediately. In the case of on-site services, the results are to be checked by the client immediately upon acceptance in order to ensure that any defects can be remedied quickly. Hidden defects shall be reported in writing within six months after acceptance.

The removal of defects may only be carried out by personnel of PRO EMV Labor Strausberg GmbH or according to instructions of PRO EMV Labor Strausberg GmbH. In case of changes of any kind, unauthorized repair attempts and operation under improper conditions (e.g. humidity, soiling etc.) all warranty claims are excluded.

9. Confidentiality

Both parties undertake to treat business and technical information received from the other party which is confidential in nature as strictly confidential and to use it exclusively for the purposes of the contract. This restriction shall not apply to information which can be proven to have been in the public domain or already known to the recipient at the time of transfer or which is made public after transfer to the recipient without the recipient being responsible for this. Each party shall ensure that the provisions of this confidentiality clause are also observed by its employees, vicarious agents and consultants, even after termination of the contractual relationship between the party and such employees, vicarious agents or consultants. If PRO EMV Labor Strausberg GmbH is requested by an appropriate authority to assess the tests within the scope of accreditation/designation, both the client and the laboratory shall grant such access.

The recipient shall inform the owner without delay if he is requested by a court, an authority or a third party to disclose confidential information. This confidentiality clause shall remain in effect even after termination of the contract.

10. Cooperation of the purchaser

In order to carry out measurements, the test objects shall be presented in working order with all additional equipment, programs, replicas or loads required for operation. For each input and output provided, the intended connecting cables are to be enclosed, if possible in the length of 1.50 m (longer if necessary). In addition, the operating instructions and any necessary simulation programs for the simulation of real operating conditions at maximum interference emission ("worst case") are required.

11. Place of performance, place of jurisdiction, others

Place of performance and jurisdiction for all contracts concluded with PRO EMV Labor Strausberg GmbH is Strausberg. The law of the Federal Republic of Germany shall apply.

Should any provision of these terms and conditions be invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In such a case, the terms and conditions shall be implemented in accordance with their spirit.

Strausberg, December 2022