

General Terms and Conditions

§ 1 Scope of application

The legal relations of the MeßTechnikNord GmbH (service provider, supplier, contractor) to its customers are subject to the following General Terms and Conditions. Any conditions contradictory to or deviant from our General Terms and Conditions shall only be applicable if the MeßTechnikNord GmbH accepts these explicitly in writing.

§ 2 Order

The acceptance of an order and any agreements, assurances or subsidiary agreements met by employees within the scope of contractual negotiations shall only be valid if confirmed in writing by the MeßTechnikNord GmbH. Orders shall be accepted for calibration, repair, measuring, consultation and planning as well as deliveries based on state-of-the-art technology.

§ 3 Execution of the order

The order will be carried out by the MeßTechnikNord GmbH on an impartial basis and to the best of its knowledge. Should unforeseen inspections be necessary that are time- or cost-consuming, the prior approval of the customer must be obtained. If a deadline has been agreed for the order, if there is any doubt, this shall not constitute a firm deal. All oral statements made in connection with the order shall only be applicable if made in writing.

§ 4 Obligations of the customer

The customers may not issue instructions to the MeßTechnikNord GmbH that can involve falsification of its actual findings or the result of an inspection or calibration. The customer is obliged to ensure that all information and documents necessary for carrying out the order are made available to the MeßTechnikNord GmbH free of charge and in good time.

§ 5 Discretion

The MeßTechnikNord GmbH is forbidden to reveal, convey or exploit without consent any facts and documents that have been entrusted to it or have become known to it within the scope of its work. This condition of discretion applies to all non-evident facts and shall be valid beyond the term of the contractor/customer relationship. The MeßTechnikNord GmbH is entitled to reveal, convey or exploit for its own use any facts that have come to its knowledge in the course of its work if it is permitted to do so on the grounds of legal stipulations or if the customer explicitly releases it from its obligation to secrecy in writing. Furthermore, with the prior consent of the customer, the MeßTechnikNord GmbH and their employees are entitled to publicise the results of examinations for scientific analysis and to use such results for their own scientific evaluations within the scope of the services rendered while observing the data protection regulations.

§ 6 Protection by copyright

The publication, in particular of examination reports and calibration certificates or documents at consultation level, their usage, duplication and distribution is only allowed within the scope of contractually defined purposes while specifically mentioning the name of the MeßTechnikNord GmbH.

General Terms and Conditions

§ 7 Remuneration

The MeßTechnikNord GmbH is entitled to payment of remuneration. All prices are to be understood exclusive of the current rate of value added tax.

§ 8 Payment and default of payment

The agreed remuneration is due upon receipt of the rendered services (inspection report, calibration certificate, planning) by the customer. Partial invoices are allowed. Payment orders, cheques and bills of exchange will only be accepted upon special agreement and invoicing of all redemption and discount charges and only on account of payment. Should the payment or an advance payment by the customer be in default, then the MeßTechnikNord GmbH is entitled, after setting a reasonable deadline, to withdraw from the contract or to charge default interest at a rate of 2 % above the appropriate discount rate of the Deutsche Bundesbank, but at least 6 %. The MeßTechnikNord GmbH reserves the right to claim higher default damages upon submitting the corresponding evidence. Should the payment conditions remain unfulfilled, the MeßTechnikNord GmbH is entitled to render all outstanding amounts due for immediate payment. This also applies to the dishonouring of bills of exchange and cheques.

The customer can only offset against the claims of the MeßTechnikNord if the counter-claim is undisputed or he is in possession of a legally binding title of execution. The customer can enforce a right of retention if this refers to claims arising from a concluded contract.

Payments are to be made as follows:

- a) In case of business up to an order value of Euro 5,000.-: net cash upon delivery and receipt of invoice.
- b) In case of business with an order value over Euro 5,000.- and a delivery time of up to 3 months: 1/3 of the order value upon conclusion of the contract, the balance upon delivery.
- c) In case of business with an order value over Euro 5,000.- and a delivery time of more than 3 months: 30% of the order value upon conclusion of the contract, 30 % of the order value after the first third of the agreed term of delivery; 30% of the order value after the second third of the agreed term of delivery; 10% of the order value upon delivery.

Should delivery be delayed for reasons that are the responsibility of the ordering party, then the delivery shall be considered as effected upon notification of the readiness for dispatch.

The amount calculated to cover the supply of metals for the delivery of cable work products is due for payment upon concluding the contract.

All payments should be affected without any deductions immediately upon issue of invoice to the paying office of the supplier. Payment time limits are considered as observed if the supplier has access to the amount within the term agreed.

§ 9 Failure to observe the time limit

MeßTechnikNord GmbH shall give no guarantee for adherence to a certain deadline.

In case of agreement of a time-limit for rendering the service(s) ordered, this period shall begin upon conclusion of the contract.

Should the MeßTechnikNord GmbH need documents from the customer in order to render the ordered service(s) or if an advance payment has been agreed, then the delivery period shall not begin until receipt of the complete documentation or of the advance payment. Should the agreed delivery date be exceeded, the customer can withdraw from the contract or demand compensation for damages only in case of default of service on the part of the supplier or in case of impossibility for which the MeßTechnikNord GmbH is responsible. Apart from delivery, the customer can only demand compensation for default damages if he can provide evidence to the MeßTechnikNord GmbH of intent or gross negligence.

General Terms and Conditions

§ 10 Cancel of booking (EMC-Lab)

The following costs will be invoiced in case a reservation will be cancelled:

a) bookings of max. 5 days

Cancel later than 14 calendar days prior booked test day(s): 30 % of the costs, mentioned in the quotation (resp. 30% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

Cancel later than 7 calendar days prior booked test day(s): 50 % of the costs, mentioned in the quotation (resp. 50% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

Cancel later than 3 calendar days prior booked test day(s): 100 % of the costs, mentioned in the quotation (resp. 100% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

b) bookings of more than 5 days

Cancel later than 21 calendar days prior booked test day(s): 30 % of the costs, mentioned in the quotation (resp. 30% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

Cancel later than 14 calendar days prior booked test day(s): 50 % of the costs, mentioned in the quotation (resp. 50% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

Cancel later than 10 calendar days prior booked test day(s): 100 % of the costs, mentioned in the quotation (resp. 100% of the booked laboratory time. The actual prices for equipment and personnel will be applicable). This will not be applicable if we are able to make compensation by other customer.

§ 11 Retention of title to goods

Goods and other services rendered shall remain the property of the supplier until the fulfilment of all claims in his favour against the ordering party (retention goods), even if the individual goods or other partial services have been paid for. A pledging or security transfer of title of the retention goods is not permitted.

§ 12 Notice of termination

The MeßTechnikNord GmbH and the customer can terminate the contract at any time for an important reason.

Notice must be given in writing. Without the existence of an important reason, termination is not possible. Should the contract be terminated for an important reason for which the MeßTechnikNord GmbH is responsible, the company is only entitled to a remuneration for the partial service rendered up to the time of termination to such an extent that this can be objectively used by the customer. In all other cases the MeßTechnikNord GmbH shall retain its claim to full expenses. Provided the customer does not submit evidence in the individual case of any higher proportion of saved expenses, this will be agreed at a rate of 40% of the remuneration for the services not yet rendered by the MeßTechnikNord GmbH.

§ 13 Guarantee

At first, the customer can only demand free remedy as a guarantee. This requires a period of grace of reasonable length. If the damage is not remedied within the reasonable period or if the remedy fails, then the customer can demand cancellation of the contract (rescission) or a decrease in the remuneration (reduction). Apparent faults must be notified in writing to the MeßTechnikNord GmbH immediately after

General Terms and Conditions

determination by the customer; otherwise the guarantee claim shall be void. In cases where assured properties are missing, any claim to compensation for damages shall remain unaffected.

§ 14 Liability and limitation

The MeßTechnikNord GmbH excludes any liability for itself and its representatives – no matter for what legal reason – for all cases unless the damage has been caused intentionally or by gross negligence. This applies likewise to the exclusion of liability for damage that is incurred after the remedy. The rights of the customers under the guarantee in accordance with § 11 will not be affected by this. Claims arising from delayed delivery are conclusively dealt with in § 9. All claims that are not subject to the short limitation term under § 638 BGB (German Code of Commercial Law), shall expire after three years.

- a) Liability for damage to persons is based on the legal regulations.
- b) Liability for damage to property is limited to EURO 50,000.- per case of damage and to EURO 100,000.- in total.
- c) Liability for financial damage is excluded.

It is the duty of the customer to check whether the above-mentioned conditions are acceptable to him or are in accordance with the value of the object concerned. If necessary, the customer should take out an additional insurance for the contractor. In case of a value of the work concerned in excess of EURO 50,000.-, the contractor should be informed in any case.

§ 15 Place of performance and jurisdiction

Place of performance is the head office of the MeßTechnikNord GmbH. If the customer is a registered trader, a legal person governed by public law or a special fund under public law, then the head office of the MeßTechnikNord GmbH is the exclusive place of jurisdiction. If the customer has no legal venue within the country or has moved his place of residence or usual abode out of the country after conclusion of the contract, or his abode or his place of residence or usual abode cannot be traced at the time of commencement of action, then the head office of the MeßTechnikNord GmbH will also remain the place of jurisdiction. The invalidity of individual terms of the contract shall not affect the validity of the remaining terms of the contract.