

General terms and conditions for test orders of DYWIDAG-Systems International GmbH (Version of October 2014)

Section 1 General, scope

These general terms and conditions apply exclusively and govern all the services for test orders DYWIDAG-Systems GmbH (DSI) awards to third parties. We do not accept terms from the supplier conflicting with or deviating from these general terms and conditions unless we have specifically agreed to their validity in writing. These conditions shall also apply if we unreservedly accept the service, in the awareness that the terms and conditions of the contractor differ from our own.

Section 2 Subject of the contract

- (1) These conditions shall apply for all test orders and for the conduct and monitoring of tests in order to obtain test certificates.
- (2) Tests can either be carried out at the contractor's facilities or at our own facilities.
- (3) If tests are performed at our facilities, DSI shall ensure that they are conducted properly. The contractor is, however, in each specific case, responsible for timely communication of the requirements to the facility.
- (4) Dates and performance periods for the conduct of testing procedures and the provision of test results represent binding elements of the contract. The meeting of deadlines and performance periods is an independent contractual obligation, if it is not explicitly otherwise agreed. The contractor shall be liable for any damage resulting from exceeding deadlines and performance periods.
- (5) The test guidelines agreed upon (such as the FIB or PTI guidelines or ETAG 013) are obligatory and must be complied with completely. Costs incurred due to incomplete or defective performance of measurements (e.g. costs of materials, installation and rerunning the test) shall will be borne by the contractor.

Section 3 Transmission of the results; acceptance

The contractor shall summarise the results in a written report and deliver it to us immediately, and certainly within no later than two weeks following the end of the test. Any acceptance required can only be performed once we have had the opportunity to appropriately inspect these results.

Section 4 Confidentiality

- (1) The contractor will treat with confidentiality all the information and documentation acquired before and during the term of the contract in connection with the underlying order that is not already generally known or can be viewed, or where we have not expressly consented to a transfer to third-parties, unless there is a legal obligation to provide information. The contractor shall take adequate measures to ensure compliance with this confidentiality obligation by its own employees and by any third-parties appointed.
- (2) The above obligation shall be maintained for a period of five years following the termination of the contract.
- (3) Should we approve the express use of the results of research and training purposes, these results may only be used in anonymised form.

Section 5 Transfer of rights

The contractor shall relinquish all exploitation rights that arise in its favour from the contract, including intellectual property rights in particular, to us in whole or in part.

Section 6 Remuneration

- (1) The prices agreed are fixed prices, unless otherwise expressly agreed.
- (2) Price adjustments following the conclusion of the contract shall not be admissible. This is true, even when the cause of the price increase cannot be foreseen or is serious for the contractor.

Section 7 Payments

- (1) Payment obligations must be fulfilled within 30 days of acceptance and the receipt of invoice. Should an acceptance be unnecessary or not permitted, the date of reporting the results (and not the date of acceptance) shall be decisive.
- (2) Payment shall not construed as a waiver of any notices of complaint and shall not represent any acknowledgement of order fulfilment.

Section 8 Test material

Test material provided by us shall remain our property. The contractor must relinquish the test material on request. The contractor may only dispose of any test material destroyed during the course of performing the contract if our consent has been given. Should we not agree to this, we will have such material picked up at our expense within a short time. Test material that has been destroyed must not be made available to third-parties under any circumstances.

Section 9 Place of jurisdiction and applicable law:

The law of the Federal Republic of Germany shall apply. The place of jurisdiction for disputes arising from this contract is Munich.