

General Terms and Conditions for EMC testing and calibration services provided by steep GmbH

§ 1 Area of application

- (1) These General Terms and Conditions apply to all services provided by the laboratory between steep and its client unless agreed otherwise in writing.
- (2) The client's contradictory General Terms and Conditions are herewith rejected. These shall not apply even if they are contained in the supplier's confirmation of order and steep does not reject them; silence by steep means rejection.
- (3) If there are contradictions in the previous mutual contractual declarations or letters of confirmation, the contract shall enter into force according to steep's General Terms and Conditions also in the event of the provision of a service.

§ 2 Type and extent of the service

- (1) steep shall provide the services of the laboratory to the client according to the recognized rules of engineering (e.g. DIN, VDE standards).
- (2) The test and calibration object must be operable by steep using enclosed directions of specific knowledge or by the client's staff.
- (3) For testing at the client, the test object shall be provided to steep ready to use. For testing and calibration in steep's laboratories, steep shall receive the test and calibration object with all accessories and parts required for operation, notably connection cables, plugs, adaptors, sockets and sensors. Spare parts shall be provided by the client for testing.
- (4) A test/calibration report shall be drafted regarding the testing/calibration according to DIN EN ISO/IEC 17025, unless agreed otherwise.
- (5) For the evaluation of the test results, the requirements of the listed standards, the evaluation criteria of the client or manufacturer, the information in the operating instructions or the decision rules according to IEC Guide 115 are taken into account as a basis for decision-making.

§ 3 Delivery dates / delay

- (1) Compliance with delivery dates requires that the client has fulfilled all its obligations with regard to authorizations, the provision of necessary documents (e.g. operating instructions), lists of all operating conditions, provision of data material, preparation or approval of specifications as well as provision of the test and calibration object.
- (2) The delivery date is complied with of the test and calibration report has been sent or given to the client.
- (3) If steep is prevented from the timely implementation of its tests and calibrations and deliveries as a result of an unforeseen event, notably force majeure, labour dispute and its consequences, works disruptions, transport problems, changes to statutory provisions, official measures or directives, it shall demand additional time for testing, calibration and delivery, but at least for the period of the delay.
- (4) If the agreed inspection or delivery time is exceeded, the client can demand a compensation for delay of 0.5 % for each completed week of delay, but no more than 5 % of the order value in total, provided that he demonstrably suffered damage due to a delay caused by steep.
- (5) The client's right to withdraw after unsuccessful expiration of a subsequent period set for steep shall remain unaffected.
- (6) Additional rights or claims, notably for compensation, are excluded in all cases of delayed testing and calibration, also after expiration of a subsequent period set for steep. This shall not apply insofar as there is liability in cases of culpable or gross negligence.

§ 4 Acceptance / transfer

- (1) With the transfer or receipt of a test and calibration report or report about the testing and calibration services, it is considered accepted.
- (2) Testing and calibration is considered completed upon return of the test and calibration object, including accessories.

§ 5 Warranty

- (1) steep guarantees that the laboratory tests and calibrations shall be performed with the expert knowledge and care offered. Moreover, it guarantees the correctness of the testing and calibration report at the time of transfer according to paragraph 4.1.
- (2) If the client modifies the test and calibration objects, replaces parts of the test and calibration objects, or uses other materials after the test and Calibration is completed, any warranty of steep for the accuracy of the test/calibration report is hereby rejected.
- (3) Complaints are accepted and handled by the head of laboratory. If there are systematic causes that require an improvement of the process, the QM department shall be informed as well. A description of the complaint handling process will be provided upon request.

§ 6 Liability

- (1) Regardless of the legal basis, steep is only liable for such damages that have been caused by steep intentionally or grossly negligent or if steep negligently violates a main contractual obligation ("cardinal duty"). In case of violation of main contractual obligations, steep is only liable for such damage typically provided for in the contract, as was foreseeable at the time of conclusion of the contract
- (2) If steep is liable for negligent damages in the event of violation of main contractual obligations in accordance with the above-mentioned § 6 section 1, the liability for damages, however, is limited to EUR 500.000 for material damage and EUR 250.000 for financial damage.
- (3) Liability for damages caused by violation of non-essential contractual obligations as a result of ordinary negligence is excluded.
- (4) "Main contractual obligations" are such obligations that protect the client's legal position, which is subject to the contract, and which the contract shall grant to the client in terms of content and purpose; furthermore, such contractual obligations are essential, whose fulfilment enables the proper implementation of the contract, and on whose observance the client regularly relies and may rely.
- (5) The exclusion of liability contained in § 6 section 1 to section 4 or the liability restriction does not apply for damages to life, body or health as well as to claims resulting from a quality guarantee or the product liability law.
- (6) The client shall immediately inform steep in written form about any damages that steep is to be held liable for.
- (7) If compensation claims towards steep are excluded or restricted, this also applies for personal liability of institutions, experts or other employees as well as to steep's completion and performance agents.
- (8) Except in cases of § 6 section 5 compensation claims, which are not subject to § 438 section 1 no. 2 BGB or § 634 a section 1 no. 2 BGB, become unenforceable after one year, starting with the beginning of the statutory limitation.

§ 7 Remuneration

- (1) The laboratory work shall be performed for the agreed prices. The agreed remuneration and shipping costs incurred are payable within 10 days of the invoice date along with the value-added tax applicable at the date of invoice.

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(2) All other claims notwithstanding, steep reserves the right to charge default interest at the statutory interest rate in all cases of arrears.

§ 8 Compensation

(1) If the client does not meet his contractual obligations according to § 3 paragraph 1 in due time and thereby delays a confirmed test and calibration date, cancels a confirmed test and calibration date or withdraws the contract at short notice, steep is entitled to charge a cancellation fee. In the event of withdrawal/cancellation/postponement within 8 - 14 weekdays prior to the confirmed test and calibration date, the cancellation fee amounts to 50% of the agreed price, 2 - 7 weekdays prior to the confirmed test and calibration date 70% of the agreed price, 1 weekday prior to or on the confirmed test date 80% of the agreed price, up to a maximum of 830 EUR per agreed test and calibration day.

(2) If steep receives a written statement by the client about the withdrawal of the contract or the cancellation of a confirmed test and calibration date at least 15 weekdays before the actual test and calibration date, no cancellation fee will be charged.

(3) The client has the right to prove that no loss has been suffered at all or only a substantially smaller loss than the lump sum referred to in paragraph 1 above.

§ 9 Confidentiality

steep shall treat all confidential information gained during the testing and calibration as confidential.

§ 10 Export Control

In all its activities - this applies to all transactions involving the export or import of goods, services and information - steep complies with the applicable foreign trade regulations, tax and customs laws. The client commits himself to comply with the export control regulations in the same way. He provides steep the necessary documents and information, in particular

- a statement as to whether the product item is listed in accordance with applicable EU and US export control laws with the specification of list position (AL, dual use, ECCN position),
- on the customs status of the product (temporary admission, released for free circulation) with provision of transport and customs documents (Carnet ATA),
- documents for the application for an export license by steep (for armaments and dual-use items),
- documentation with clear product descriptions, indication of the country of origin or destination (ISO alpha-2 country code), customs value and customs tariff code number,
- an end-user statement.

§ 11 Concluding provisions

(1) All agreements, regardless of whether they are agreed during or after conclusion of the contract, require the written form.

(2) The law of the Federal Republic of Germany shall apply.

(3) Place of performance is the respective place of the testing and calibration.

(4) Place of jurisdiction is Bonn. steep's right to sue in another permissible place of jurisdiction remains unaffected hereby.