



# **General Terms and Conditions of SLG Prüf- und Zertifizierungs GmbH**

**Content:**

1. Scope
2. Field of activities
3. Conclusion of contract, processing of orders
4. Time limits, delay, impossibility
5. Prices and terms of payment
6. Reservation of title
7. Liability
8. Exclusion of set-off
9. Compliance
10. Data Protection
11. Place of performance and place of jurisdiction
12. Final provisions



## **1. Scope**

- (1) These General Terms and Conditions (GTCs) of SLG Prüf- und Zertifizierungs GmbH (hereinafter referred to as "SLG") apply to all SLG contracts with their customers which relate to testing and certification services as well as activities in accordance with Section 2 of these GTC or the preparation of expert opinions. However, these GTC shall only apply if the customer is an entrepreneur, a legal entity under public law or a special fund under public law (Section 14 (1) of BGB – German Civil Code).
- (2) Deviating, conflicting or supplementary General Terms and Conditions of the customer shall only become part of the contract if and to the extent that SLG has explicitly consented to their application. This requirement of consent shall apply in any case, for example even if the customer refers to their GTCs in the context of their contractual declarations and SLG does not explicitly object to this.

## **2. Field of activities**

SLG provides testing services in the fields of safety testing, electromagnetic compatibility and radio applications, environmental simulation, noise emissions, usability testing, energy efficiency measurements, chemical analytics and certifies products and quality management systems. SLG prepares results reports and certificates. Other fields of activity include testing software, calibrating measuring devices, designing and building test equipment and measurement technology, services for technical sound insulation, building acoustics, radiation physics, radiation protection and infrared thermography.

## **3. Conclusion of contract, processing of orders**

- (1) Contracts are concluded when the client places an order in response to a binding offer from SLG. For certification procedures, an order confirmation by SLG is required. The contractual terms and conditions stated in the offer or in the order confirmation by SLG shall form an integral part of the contract.
- (2) On conclusion of a contract, SLG's scope of services to be performed shall be determined by the quotation submitted by SLG as well as any appendices referred to therein.
- (3) SLG shall indicate to the client any additional services, which may become necessary. Prior to executing those additional services a mutual agreement shall be reached concerning the changed scope of services.
- (4) SLG is entitled to delegate the performance of services in parts to subcontractors.
- (5) Partial delivery is admissible.
- (6) The client shall fulfil his duty to co-operate without further request.
- (7) The client is obliged to submit for SLG's attention all information relevant for the performance of the services prior to their performance. This obligation shall also hold true for information newly acquired during the processing of the order.

## **4. Time limits, delay, impossibility**

- (1) Time limits are generally only binding if they are mutually agreed as binding by both parties. In addition, binding time limits to be observed by the client are also defined as reasonable time limits set by SLG for the client in the context of certification, in particular time limits for corrective measures.
- (2) In case SLG's performance is delayed by more than 10 calendar days, the client shall be entitled to set a reasonable additional period in which the provision of services is to take place. Should SLG fail to meet this new time limit for reasons to be accounted for by SLG or ascertain that performance is no longer possible for a reason accounted for by SLG, the client shall have the right to withdraw from the contract.



## **5. Prices and terms of payment**

- (1) The client is obliged to pay the fees as stipulated by contract.
- (2) If in individual cases no fee has been stipulated for the services or parts thereof, invoicing shall be based on expenses and the price list (Fee Scale) of SLG valid at the time of performance.
- (3) In the event of default of payment by the customer, they shall be obliged to pay penalty interest of 9 percentage points above the base interest rate to SLG from the respective outstanding claim amount. SLG reserves the right to assert higher damages caused by delay.
- (4) SLG may withdraw from the contract in accordance with the statutory provisions. In the event of an effective cancellation of the contract, SLG is entitled to withdraw all rights of use granted to the client under the contract, in particular to certificates issued, associated marks and other work results (such as results reports).

## **6. Reservation of title**

For sales contracts, SLG retains ownership of the items sold (e.g. test equipment, test materials) until the purchase price has been paid in full.

## **7. Liability**

- (1) SLG performs all services with care and to the best of their knowledge. SLG shall be liable for damages according to liability regulations of the BGB provided that SLG is first allowed to rectify. If rectification fails twice, the client shall be entitled to assert other liability rights and/or withdraw from the contract.
- (2) SLG shall not be liable for the state and functionality of the assessed and/or tested components or installations. SLG is not and shall not become the distributor of the client's examined goods. SLG shall not accept damages for damages or destruction of the client's goods caused by a proper and professional performance of the services.
- (3) Claims of the customer due to defects shall become time-barred one year after the provision of the services by SLG.
- (4) SLG shall in any case be liable without limitation and without shortening the limitation period in accordance with Section 7 (3) of these GTCs in the event of intent or gross negligence for injury to life, limb or health, furthermore in accordance with the provisions of the Product Liability Act and to the extent of a limitation period stipulated by law as well as within the scope of a guarantee assumed by SLG. In the event of a slightly negligent breach of an obligation that is essential for the fulfilment of the purpose of the contract (so-called cardinal obligation), SLG's liability is limited in amount to the damage that is foreseeable and typical for the type of transaction in question. There is no further liability on SLG's part. The above limitation of liability also applies to the personal liability of the bodies, representatives, employees and other vicarious agents (e.g. experts) of SLG.
- (5) SLG is covered by liability insurance for personal injury up to EUR 5,000,000 per claim and for property damage and other damage up to EUR 5,000,000 per claim.
- (6) The performance and work results of SLG may only be used by the client for the purposes specified in the contract. Unauthorised, in particular improper use or forgery of the documents provided and the certificates issued is prohibited.

## **8. Exclusion of set-off**

The client may only offset claims of SLG with an undisputed or legally established counterclaim.



## **9. Compliance**

The client undertakes to comply with all legal regulations applicable to them for the duration of the contract period. They shall inform SLG immediately in writing or by signed document as soon as they become aware of circumstances that appear to indicate a possible violation of statutory provisions, insofar as this violation of the law could have an impact on the present contractual relationship.

## **10. Data Protection**

The customer undertakes to comply with the applicable data protection regulations (in particular the EU Data Protection Regulation No. 2016/679 and the German Federal Data Protection Act as well as all other applicable laws, ordinances, rules, official directives or orders relating to data protection) during the period of the contract. They will inform SLG immediately in writing or by signed document as soon as they become aware of circumstances that make a violation of data protection regulations appear possible, insofar as personal data of SLG could also be affected.

## **11. Place of performance and place of jurisdiction**

- (1) Place of performance for any obligations arising out of the contract shall be Hartmannsdorf/ Chemnitz, SLG's place of business.
- (2) The place of jurisdiction for all disputes arising from or in connection with this contract or its validity shall be SLG's place of business, unless otherwise stipulated by law.
- (3) This contract is subject to the law of the Federal Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG). The contract language is German.

## **12. Final provisions**

- (1) The contract concluded between the parties, together with the agreed appendices and these GTCs, accurately and completely reflect the agreements made between SLG and the customer. Verbal or other collateral agreements do not exist.
- (2) Any void, invalid or unenforceable provision shall not affect the validity of the remainder of the contract.