

## General Terms and Conditions

for products, services and deliveries of DEKRA Visatec GmbH (DEKRA Visatec GmbH - Gewerbepark 7 - 87477 Sulzberg)

- Status August 2021 -

### 1. GENERAL PROVISIONS

- 1.1 These GTC shall apply to the deliveries and/or services (hereinafter referred to as "Deliveries") of DEKRA Visatec GmbH ("DEKRA VISATEC"). Conflicting or deviating terms and conditions of the customer shall not be included in the contract unless they have been expressly confirmed in writing by DEKRA VISATEC.
- 1.2 DEKRA VISATEC reserves the unrestricted proprietary and copyright exploitation rights to cost estimates, service descriptions, offer letters, drawings and other documents of DEKRA VISATEC relating to the deliveries (hereinafter referred to as "Documents"). The Documents are confidential and may only be made accessible to third parties with the prior consent of DEKRA VISATEC. The documents must be returned immediately at the request of DEKRA VISATEC.
- 1.3 Unless otherwise agreed in the order, the place of performance and fulfilment shall be the registered office of DEKRA VISATEC. DEKRA VISATEC may use third parties as subcontractors for the purpose of providing the service.
- 1.4 DEKRA VISATEC shall provide the services exclusively for the customer in accordance with the standards and generally recognised rules of technology applicable in Germany. Third parties shall only be included in the scope of protection/services of DEKRA VISATEC if this has been expressly contractually agreed.
- 1.5 The customer shall provide DEKRA VISATEC with all information and documents necessary for the execution of the order in full, in good time and free of charge. The customer shall keep the test or inspection object/area in a condition ready for testing, accessible without aids, supplied with the necessary media connections and ready for operation and, if necessary, provide the necessary protective clothing for DEKRA VISATEC employees.
- 1.6 Prior to the performance of the contractual service, the client shall, on its own initiative, point out any previous damage, modifications, faults and other special features of the contractual object of which it is aware and which are relevant to the performance of the service.
- 1.7 The client must carry out all necessary preparatory activities on its own responsibility and free of charge; the necessary information can be provided on request. If auxiliary personnel or aids are necessary for the performance of contractual services (e.g. for the operation of machines, vehicles, lifting platforms, media, etc.), these shall be provided and operated by the client free of charge.
- 1.8 If the contractual services are not to be provided at the registered office of DEKRA VISATEC, the customer shall obtain all private and official authorisations/permits required for the provision of services at the place of performance (e.g. access to the place of performance, use of equipment, presence on the company premises).
- 1.9 If dispatch or delivery of the consignment is delayed at the customer's request by more than one month after notification of readiness for dispatch, DEKRA VISATEC may be charged storage costs of 0.5% of the agreed net remuneration for each month or part thereof. The contracting parties shall be at liberty to prove higher or lower storage costs.

### 2. Remuneration and terms of payment

- 2.1 The prices are ex works, net without deduction, without packaging and loading plus the applicable statutory value added tax.
- 2.2 If DEKRA VISATEC has undertaken the installation or assembly of the deliveries at a location other than the place of performance, the customer shall bear all necessary ancillary costs such as travelling/accommodation costs of the personnel, costs for the transport of the delivery, the tools and the personal luggage of the employees of DEKRA VISATEC in addition to the agreed remuneration.
- 2.3 In the event of changes to technical and/or statutory provisions/standards relevant to the scope of performance after conclusion of the contract, the agreed remuneration shall be adjusted on the basis of DEKRA VISATEC's quotation calculation, taking into account the additional/reduced costs caused by the change.
- 2.4 Offsetting with non-synallagmatic (mutual) counterclaims is excluded unless these are undisputed or have been legally established. The same applies to a right of retention of the client with regard to the remuneration to be paid.
- 2.5 DEKRA VISATEC shall be entitled to demand advance payments against the provision of security in an appropriate amount. DEKRA VISATEC may demand instalment payments for the partial services rendered.
- 2.6 In the case of cross-border payments, the client shall bear all fees/charges/expenses resulting from the payment transaction.

**3. Retention of title**

- 3.1 The physical objects of the deliveries (items) and any rights to be transferred under the contract (reserved goods) shall remain the property of DEKRA VISATEC until the agreed remuneration has been paid in full. This shall not apply if the customer provides DEKRA VISATEC with security in the form of a directly enforceable guarantee from a credit institution authorised in Germany in the amount of the outstanding remuneration.
- 3.2 The customer must inform DEKRA VISATEC immediately in the event of seizures, confiscations or other dispositions or interventions by third parties relating to the delivery.
- 3.3 Unless otherwise contractually agreed, the deliveries may not be used until the agreed remuneration has been paid in full.
- 3.4 Until the agreed remuneration has been paid in full, the deliveries must be stored by the customer in such a way that they cannot be accessed by unauthorised third parties. In this respect, the deliveries shall be labelled as not belonging to the customer.

**4. Transfer of risk**

- 4.1 The risk of accidental damage or loss of the delivery or its impossibility shall pass to the customer as follows:
- a) for deliveries without installation or assembly, as soon as the delivery has been dispatched or made available for collection at the agreed place at the agreed time.
  - b) In the case of delivery with installation or assembly, the risk for the parts intended for assembly shall pass, depending on which occurs first, either when they are handed over to the customer or when they are delivered to the agreed assembly site.
- 4.2 If the customer is in default of acceptance, the risk of accidental damage or loss of the delivery or its impossibility shall pass to the customer.

**5. Rights of the customer in the event of defects and liability**

- 5.1 The warranty period shall be one year after the start of the statutory limitation period, unless DEKRA VISATEC has fraudulently concealed the defect.
- 5.2 A service by DEKRA VISATEC that is ready for acceptance shall be deemed to have been accepted at the latest when an unconditional payment is instructed on the final invoice, unless the customer objects to acceptance by then. Partial acceptances may be requested for self-contained partial services. These shall be deemed to have taken place at the latest upon payment of the partial invoices covering such partial services. § Section 646 BGB remains unaffected.
- 5.3 The place of fulfilment for the warranty claims shall be the registered office of DEKRA VISATEC in the event of warranty defects in the (partial) services provided at the registered office of DEKRA VISATEC. Otherwise, the place where the defective service was provided.
- 5.4 DEKRA VISATEC's liability for all property damage and financial losses shall be limited to an amount of € 500,000.00 per breach of duty. This limitation shall not apply to personal injury or to damage attributable to DEKRA VISATEC and caused intentionally or through gross negligence. The liability of DEKRA VISATEC's employees shall be limited to the same extent.
- 5.5 If third parties are included in the scope of protection of the services/deliveries of DEKRA VISATEC by the customer, the customer must inform them of the scope of the limitation of liability of DEKRA VISATEC and agree a limitation of liability with them at least to the same extent.

**6. Industrial property rights and copyrights**

- 6.1 If results/products subject to copyright (e.g. expert opinions, test results, calculations) exist or arise during the execution of the order, DEKRA VISATEC shall grant the customer a simple, non-exclusive, non-transferable and non-sublicensable right of use, insofar as this is necessary for the purpose of the contract.
- 6.2 If a third party asserts justified claims against the customer due to the infringement of an industrial property right or copyright (hereinafter referred to as property rights) by products supplied by DEKRA VISATEC and used in accordance with the contract, DEKRA VISATEC shall be liable to the customer as follows:
- a) DEKRA VISATEC shall, at its option and expense, either obtain a right of use for the product, modify the product in such a way that the property right is not infringed, or replace the product with an adequate one. If this is not possible for DEKRA VISATEC under reasonable conditions, the customer shall take back the product against reimbursement of the purchase price.
  - b) The aforementioned obligations of DEKRA VISATEC shall only apply if the customer immediately notifies DEKRA VISATEC in writing of the claims asserted by the third party, does not acknowledge an infringement and enables DEKRA VISATEC to take all defence measures and enter into settlement negotiations. If the customer ceases to use the product in order to minimise damages or for other important reasons, he shall be obliged to point out to the third party that the cessation of use does not constitute an acknowledgement of an infringement of property rights.
- 6.3 Claims of the customer shall be excluded if and to the extent that the customer is responsible for the infringement of property rights. Claims of the customer shall also be excluded if the infringement of property rights is caused by special specifications of the customer, by an application not foreseeable by DEKRA VISATEC or by the fact that the delivery is modified by the customer or used together with products/processes not supplied by DEKRA VISATEC.
- 6.4 Further claims against DEKRA VISATEC are excluded.

**7. Export regulations**

- 7.1 In the event of a cross-border resale and/or any kind of transfer of deliveries by DEKRA VISATEC to third parties, the customer shall be obliged to inform itself about all relevant export and import restrictions, to comply with them and, if necessary, to obtain an export licence from the Federal Office of Economics and Export Control at its own expense and risk prior to export. In addition, the client must comply with US (re-)export regulations.
- 7.2 Goods requiring an export licence are subject to the current version of the EC Dual-Use Regulation ( EC Dual-Use Regulation ), compliance with which must be ensured by the client.
- 7.3 DEKRA VISATEC does not guarantee the receipt of an export licence, the permissibility of export and/or the permissibility of import for DEKRA VISATEC products.
- 7.4 DEKRA VISATEC deliveries may contain US components and/or components produced in other countries. This circumstance may require compliance with US export/import regulations or those of other countries, compliance with which must be ensured by the customer.
- 7.5 If required for export control checks, the customer shall provide DEKRA VISATEC immediately upon request with all necessary information, in particular on intermediaries, final recipients, final destination and intended use of the delivery.

## 8. Operation of laser equipment

For DEKRA VISATEC laser equipment, the "Ordinance on the Protection of Employees from Hazards Caused by Artificial Optical Radiation" - [OStrV](#) - must be applied. Section 5 OStrV states:

*§ 5 Qualified persons, laser safety officer*

*(1) The employer must ensure that the risk assessment, measurements and calculations are only carried out by competent persons. If the employer does not have the relevant knowledge himself, he must seek expert advice.*

*(2) Before operating class 3R, 3B and 4 lasers, the employer must appoint a competent laser safety officer in writing if he does not have the necessary expertise himself. Proof of expertise must be provided by successful participation in an appropriate training course. The laser safety officer supports the employer*

- 1. when carrying out the risk assessment in accordance with § 3,*
- 2. in the implementation of the necessary protective measures in accordance with § 7 and*
- 3. when monitoring the safe operation of lasers in accordance with sentence 1.*

*In carrying out his duties, the laser safety officer works together with the occupational safety specialist and the company doctor.*

## 9. Final provisions

- 9.1 The content of DEKRA VISATEC's offers/cost estimates and the content of the contract between the customer and DEKRA VISATEC are strictly confidential and may not be communicated to third parties by the customer without DEKRA VISATEC's written consent. The same shall apply to all other technical information made available to the customer by DEKRA VISATEC in the course of the performance of the contract. This shall not apply to information which is generally known when it is transmitted to the customer or which was already known to the customer on receipt without the customer being obliged to maintain secrecy, or which is subsequently transmitted by a third party authorised to pass it on, or which is developed by the customer without the use of confidential information of the other party.
- 9.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the contract concluded shall be Stuttgart (Germany) if the customer is a registered trader. DEKRA VISATEC may also sue the customer at the court having jurisdiction for its registered office.
- 9.3 Contractual relations shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of any reference to the legal systems of other countries.
- 9.4 Should one or more provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- 9.5 The contract as well as amendments, supplements and ancillary agreements of any kind must at least be in text form, unless a stricter form is required by law. The form requirement also applies to the amendment or cancellation of this form clause.