General Terms and Conditions for the performance of field evaluation services

No.	General Condition
1	1. SERVICES OFFERED a). The contracted service(s)/product(s) shall be provided according to the conditions shown in the offer. b). When an offer is accepted, the CUSTOMER shall send DEKRA. the corresponding order form. The CUSTOMER shall provide a Purchase Order (PO) Number and shall include DEKRA's offer number and the chosen positions or services, this includes the Reservation Fee. In the case that there is no explicit reference to the positions, it shall mean that all of them have been accepted.
2	2. ORDERS a). The business relation between DEKRA and the CUSTOMER starts from the date when order for delivering service(s)/product(s) is made. DEKRA has the right to decide if the order is accepted. b). Modifications of the initial order can be proposed by DEKRA or by CUSTOMER and will be made by the CUSTOMER by means of new orders, which will be subjected to the acceptance of DEKRA.
3	3. PRICING AND INVOICING a). Taxes are not included in the offer but shall be included when sending the invoice to the CUSTOMER. b). DEKRA accepts payments made until 12 months prior to the execution of the product/service(s) contracted. The same price will be applied as if the payment would have been made under the normal conditions. When a cancellation of the contracted service(s) is made by the CUSTOMER, DEKRA will refund the amount corresponding to the service not provided. However, 15% of the paid amount will also be cashed in concept of administrative and planning expenses. c). When an offer is accepted by the CUSTOMER, the payment shall be made to DEKRA independently of other benefits and grants that the CUSTOMER could get from other sources. All service(s) contracted must be paid, independently of the result(s) obtained. d). CUSTOMER will be invoiced at project completion (test lab services) or product delivery and commissioning at customer premises (test system product), whichever applies for this offer. e). CUSTOMER shall pay all invoices upon receipt. In the event payment is not received within thirty (30) days of the due date, DEKRA shall impose a late payment fee of 1.5% on the outstanding balance. The late fee shall be added to the outstanding balance each month thereafter until paid in full.
4	4. DURATION AND TERMINATION a). The CUSTOMER will only be allowed to cancel an existing and accepted SERVICE OFFER, through written and registered notice to DEKRA. This notice shall be according to General Conditions 3.b. b). DEKRA has also the right of cancellation. Thirty (30) days in advance notice is also necessary except for those cases where the termination is the result of a non-fulfilment of the conditions by the CUSTOMER (lack of payment, timing, or similar).
5	5. MODIFICATIONS IN ORDER TO OBTAIN A BETTER PERFORMANCE DEKRA can perform technical modifications (in equipment, facilities or similar) that could be considered as necessary to obtain better performance or feasibility, or because there is a technical or legal requirement that advises such a modification.
6	6. CONFIDENTIALITY Each party shall treat as confidential all information disclosed by the other party during performance of the Services that the receiving party knows or should reasonably know is confidential ("Confidential Information"), including but not limited to the methods and techniques applied by DEKRA. Each party shall use Confidential Information only for performance of the proposal or agreement. These obligations shall remain in force for two years after termination. Each party shall only disclose Confidential Information to its employees, officers, directors, agents and affiliates who have a need to know the Confidential Information. DEKRA may also disclose Confidential Information to its accreditation bodies provided that DEKRA shall ensure that the accreditation body is bound by similar confidentiality obligations. Confidential Information does not include information that: (a) is or will become public without a wrongful act of the receiving party; (b) is lawfully made available to the receiving party by a third party without an obligation of confidentiality; (c) was demonstrably already in the receiving party's lawful possession prior to its receipt from the disclosing party; or (d) was designated in writing as non-confidential by the disclosing party. If the receiving party is required by applicable law or legal process to disclose Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the disclosing party to allow the disclosing party the opportunity to seek, at the disclosing party's sole cost and expense, a protective order or other remedy. Upon termination, each party shall promptly return or destroy Confidential Information received from the other party, subject to the right of each party to retain one copy of Confidential Information for the event that a dispute between the parties arises.
7	7. INTELLECTUAL PROPERTY RIGHTS Software and Hardware products of DEKRA are under the intellectual property rights shown by the law. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product, and other materials that are delivered or prepared by or on behalf of DEKRA, shall be owned by DEKRA.
8	8. RESPONSIBILITIES a). DEKRA does not assume the responsibility of any cancellation or delay in the fulfilment of the obligations contracted, according to this document, when these causes are external and not controllable by DEKRA. DEKRA is neither responsible of the consequences that the results obtained could have for the CUSTOMER. b). The service(s) offered does not imply the granting of the approval by a Certification Body or similar.
9	9. CUSTOMER RESPONSIBILITIES a). The CUSTOMER shall provide to DEKRA with all the necessary information and documents that are necessary to properly carry out the contracted services or supply the contracted products. b) The CUSTOMER shall not hire any of DEKRA's employees while a contract is in force and for a period of 6 months after its ending. If this clause is not fulfilled, the CUSTOMER shall compensate DEKRA with an amount equivalent to 1 year of the employee's salary (being paid by DEKRA when the contract between the CUSTOMER and the employee is made).
10	10. OTHER TERMS AND CONDITIONS a). DEKRA/the CUSTOMER is not authorized to transfer the contents of this document to a third party without prior consent of either of the parties.

b). This Agreement will be governed and construed in accordance with the laws of the State of Delaware. CUSTOMER hereby expressly consents to the personal jurisdiction of the state and federal courts located in Delaware, for any lawsuit filed there against DEKRA by CUSTOMER arising from or related to this Agreement.

No.	General Condition
11	11. FORCE MAJEURE: Neither Party will be deemed in default of, and will be excused from performance under the Agreement or any Order to the extent that any delay or failure in the performance of its obligations is directly caused by or directly results from acts of God, fires, explosions, earthquakes, floods, epidemics, wars, civil unrest, riots, or insurrections, acts of a public enemy, acts of the government in either its sovereign or contractual capacity, quarantine restrictions, transportation shortages, power outages exceeding three (3) calendar days, unforeseen shortages of components and raw materials, but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of the Party failing to perform ("Force Majeure Conditions"). If any Force Majeure Condition occurs, the Party whose performance fails or is substantially delayed because of such Force Majeure Condition will give prompt written notice to the other Party.
12	12. TESTING AND CALIBRATION SPECIFIC CONDITIONS a). Damages: If the equipment to be calibrated and/or tested is found to be damaged, the CUSTOMER will be properly informed and required to take the appropriate measures within the agreed period for that purpose. When DEKRA is contracted by the CUSTOMER for solving these kinds of problems, the final invoice will include the amount of money that corresponds to the time spent by DEKRA to repair it. The minimum fee will be 30% of the testing/calibration service. b). Warehouse and equipment handling conditions: When the equipment to be tested and/or calibrated requires special warehousing conditions and/or handling care, the CUSTOMER shall inform by written to DEKRA. before sending the equipment. DEKRA does not take any responsibility if this fact is not notified in advance. In that case, DEKRA will assume that the CUSTOMER accepts the conditions of DEKRA's warehouse (normally between 5 and 45 ºC and between 10 and 90% or Relative Humidity). c). DEKRA does not assume any responsibility of the possible damages that could be caused as a consequence of the required calibration and/or testing. d). Health Care: The CUSTOMER must inform about any danger, risk for the health or similar that could exist as a consequence of the manipulation of the Equipment Under Test (EUT). This care is also applicable to the environment. e). Fungibles and consumables: The CUSTOMER will provide DEKRA with proper fungibles and consumables: paper, magnetic tapes, printer tapes, format tapes, cards, disk packages, Laptops/computers, software, similar spare parts, etc. that are necessary for the operation and maintenance of the Equipment, Instrumentation or similar. f) Equipment return: CUSTOMER will provide a return shipment label for the return of all CUSTOMER equipment.
13	13. LIMITATION OF LIABILITY/DISCLAIMER OF CONSEQUENTIAL DAMAGES: Neither party's liability under or stemming from this agreement shall exceed the total amount paid to DEKRA under the offer or agreement. Neither party shall be responsible or held liable to the other for consequential, incidental, third party or special damages, including, without limitation, loss of profits, interest or business interruption. This disclaimer shall survive the expiration or termination of this agreement.
14	14. Hourly Charging Process: The hours to be accounted are the hours that the testing team or the required portion of the infrastructure are dedicated to the testing of the CUSTOMER's product. The accounting is based upon the following: Hours of test preparation; Hours of setup and configuration; Hours of testing; Hours of results and data analysis; Hours of reporting; Hours of project testing review(s) with DEKRA engineers; In general, all hours that are used for the progress of the testing project. Additionally, * The minimum period of time accounted will be one hour. * Time will be rounded to the previous hour if the minutes used for testing after this hour are between 0 and 29. * Time will be rounded to the next hour if the minutes used for testing after the previous hour are between 30 and 59. * The official accounting of the hours will be provided by DEKRA for each day of testing during the morning of the following day.
15	15. EQUIPMENT /SAMPLE SHIPMENT ADDRESS DEKRA Certification, Inc. 405 Glenn Drive. Suite #12 Sterling | Virginia 20164 | USA