



I. General information and scope

1. SLG Prüf- und Zertifizierungs GmbH (hereinafter referred to as "SLG") performs tests on technical products, also during their development stage, for safety, EMC, fitness for use, noise and vibration and environmental compatibility. SLG issues test reports, expert opinions and certificates. Further fields of business are software testing, trainings and seminars on technical issues, calibration of measurement equipment, design and construction of test and measurement equipment, services and consultations concerning technical sound insulation, building acoustics, thermal building physics, infrared thermography, disturbance analysis in electrical networks and certification of quality management systems.
2. The following General Terms and Conditions shall apply to all contractual relationships of SLG with companies in the sense of § 14 of the BGB (German Civil Code).

II. Conclusion of contract, processing of orders

1. Contracts shall be deemed to have been concluded when the client places an order with SLG based on a quotation submitted by SLG. All contractual bases mentioned in SLG's quotation become 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.
8. SLG is authorised to perform audits announced at short notice in well-founded cases within the scope of surveillance of management system certificates. Moreover, according to Medical Device Directive 93/42/EEC, unannounced visits to the certificate holder in order to check whether his quality management system is working properly are also permissible.

III. Time limits, delay, impossibility

1. Time limits shall only be binding if mutually agreed upon by both parties. Binding time limits to be respected by the client are defined as time limits set by SLG during a certification process, particularly time limits set for corrective measures by the client.
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 performance is to take place. Should SLG fail to meet this new deadline 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.

IV. 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. SLG is entitled to raise partial invoices for services already rendered as well as request advance payment for services yet to be provided.
4. Objections to invoices shall be well-founded and communicated to SLG in writing within a 14-day preclusion period after receipt of the invoice.
5. In the event of default of payment by the client, SLG is entitled to claim penalty interest of 8 percentage points above the base interest rate. SLG shall as well be entitled to claim higher damages for default at any time.

V. 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. Any further claims for compensation, in particular liability independent of negligence, shall be excluded. This exclusion shall not apply for damages caused by intentional conduct or gross negligence on SLG's part or one of their legal representatives or parties called in by SLG for assistance. Furthermore, aforementioned exclusion shall neither apply for damages caused by injury to life, body or health nor to damages caused by gross failure of SLG in setting up proper performance procedures nor to damages due to the absence of guaranteed quality of a characteristic. In all other respects, SLG assumes liability for violation of principal contractual obligations up to a height of losses foreseeable and typical for the relevant type of contract, unless liability has already been excluded or limited by aforementioned regulations.
4. In the case of minor negligence, SLG shall be liable for personal damage up to a maximum amount of 2,000,000.00 EUR per case and for damages to property and any other damages up to a maximum amount of 1,000,000.00 EUR per case, even if a violation of principal contractual obligations has occurred.
5. The client shall indemnify SLG from and against any and all claims that third parties may raise from and in connection with the use of the work and test results and/or expert opinions.
6. The aforementioned liability exclusions and limitations shall also apply to the same extent to SLG's bodies, legal representatives, employees and other parties called in by SLG for assisting the latter in contractual performance (e.g. authorised experts).

VI. Retention of title

1. Any documents issued by SLG and forwarded to the customer (e.g. measurement results, test reports, certificates) shall remain property of SLG until full payment of the contractually stipulated amount has been affected.
2. Until full payment has been affected those documents shall only be used, e.g. forwarded to third parties or copied, upon express approval by SLG.

VII. Contractual exclusion of set-off

The client may only offset such claims against SLG's claims as are undisputed or legally recognized.

VIII. Secrecy

1. SLG has the right to copy documents submitted by the client and relevant for the performance of the contract for their records and use them.
2. SLG, SLG employees and authorised experts called in by SLG are sworn to secrecy regarding all confidential information revealed to them by the client.

IX. Limitation

All claims of the client against SLG expire at least after 12 months after SLG's delivery of the service.

X. 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 shall be the court competent for SLG's place of business.
3. The contractual relationship and all legal relationships arising thereof are exclusively subject to German law.

XI. Scope of application

1. All business relations with the client shall be subject to the aforementioned General Terms and Conditions. Other Terms and Conditions of the client at variance with these General Terms and Conditions shall not become part of the contract, even if SLG did not expressly object to them.
2. In case one or more of the aforementioned clauses become void, this shall not affect the validity of the contract and of the remaining clauses. The void regulation shall be replaced by another regulation, which comes closest to the economic intent of the void regulation.