

## EP Instruments Messtechnik + Kalibrierung GmbH

### General Terms and Conditions for services in the fields of calibration, training, service maintenance, repairs

#### § 1 Scope of Application / Applicability

1. All deliveries and services of the Contractor shall be made exclusively on the basis of the following conditions, unless mandatory legal provisions or individual agreements of the parties oppose these. Deviating conditions of the Customer shall not apply, unless they have been expressly acknowledged in writing by the Contractor.
2. These conditions apply to all contracts and contracts between the Contractor and the Customer, without the need for a separate agreement on this matter. This shall not apply if these conditions have been waived in writing by mutual agreement.
3. In order to include these conditions in the contractual relationship, it is sufficient for the Customer to accept the Contractor's services. These conditions can be viewed at [www.ep-e.com](http://www.ep-e.com), and downloaded as a file.
4. These conditions apply exclusively to contracts within the Federal Republic of Germany.
5. They are expressly used only against contractors according to § 14 BGB (German Civil Code) or legal person of public law or public law special funds.

#### § 2 Contractual object / remuneration

1. The Contractor shall take over the necessary service and consultancy services as well as training measures in accordance with the terms of the contract.
2. Offers by the Contractor shall be exempt, unless the liability is expressly declared in writing. As far as dimensions and weights or images and / or drawings are indicated, these shall be regarded as approximate or exemplary.
3. The remuneration referred to in the terms of the performance description is a contract component. If the remuneration is not derived from the performance description, it must be determined according to the Contractor's offer. It shall be deemed to have been agreed at the latest if the Customer does not object to the offer within a period of 8 business days or accepts the performance of the Contractor before accepting the offer.

In the case of assignments by the Contractor outside his place of business, costs are calculated for travel expenses, expenses and other expenses according to the price sheet of EP Instruments Messtechnik + Kalibrierung GmbH / EP Ehrler Prüftechnik Engineering GmbH.

4. All prices and remunerations are net prices plus statutory value-added tax at the applicable rate.

5. Invoices are payable 30 days after the date of the invoice. Only the credit note on the account of the Contractor is valid. If the Customer is in default of payment, default interest will be due in the legal amount.
6. The assertion of a right of retention or the set-off for possible claims by the Customer are in principle excluded. The offsetting is only permissible in exceptional cases if the counterclaim drawn up for offset on the Customer's side is undisputed or has been legally ascertained.

### § 3 Cooperation obligation of the Customer

1. The Customer shall assist the Contractor's staff on the execution of the agreed services to the best of his ability and at his own expense. In particular, the Contractor's staff, as far as the execution of the order is required, must be provided free of charge with auxiliary personnel, equipment, electricity and water, including the necessary connections. The same applies to the supply of consumables and fuels.
2. The Customer is obliged to take the necessary measures to protect persons and property. He shall inform the Contractor's staff of existing special safety regulations as far as they are relevant for the services to be provided under the existing contract. In addition, the Customer must ensure compliance with these safety regulations by the Contractor's staff and shall inform the Contractor of any breaches.
3. A contact person of the Customer who is competent and authorized for all questions pending the execution of the order must be designated and made available to the personnel of the Contractor for the services to be performed on site.

### § 4 Time of service performance

1. The time of service performance is defined in the service description, these dates are binding by mutual signature.
2. If no specific date has been agreed for the service performance, the Contractor shall notify the Customer in writing at the latest 10 days before the performance. If it is not possible to carry out the work on the specified date for reasons on the part of the Customer, the Customer is obliged to inform the Contractor at least 5 days before the announced day of the work. If this notification is not made or not made in time, the agreed price will be due in full.
3. If the performance of the work of the Contractor is delayed by means of measures resulting from industrial disputes, in particular strikes and lockouts, as well as due to force majeure or other circumstances beyond the control of the Contractor, the period for the provision of services shall be reasonably extended.
4. If the service performance is delayed due to circumstances for which the Customer is responsible, the Contractor may demand the resulting damage as well as additional costs. Any further statutory claims remain unaffected.

5. In the event of a damage caused by the Contractor as a result of a default for which the Contractor is responsible, the Customer may demand a lump sum default compensation of up to 10% of the agreed gross remuneration. If the Contractor is granted a reasonable deadline by the Customer after the due date of the service performance and this deadline is not observed by the Contractor, the Customer is entitled to terminate the contract without notice. Any further legal claims shall remain unaffected.

## § 5 Training

1. The Contractor shall provide training and / or instructional services as far as agreed or even necessary. In principle, such measures shall take place at the head office of the Contractor, unless a different arrangement is agreed upon.
2. The training fee will be billed after completion of the training and is immediately payable.
3. Training documents are subject to the copyright of the Contractor and may not be published, reproduced or disseminated, or made accessible in any other way without his consent.
4. Cancellation of the training course must be received in writing by the Contractor no later than 7 days before the training is carried out. If the cancellation letter is received later, the full training fee shall be payable.
5. Changes to the content of the training, its cancellation or relocation are reserved to the Contractor, without the Customer being entitled to a claim.
6. The Contractor shall be obliged to issue attendance certificates to the Customer or his participants in the training measures.

## § 6 Start and duration of the contract

1. When a framework or service / maintenance contract is concluded, the contract enters into force with the legally effective signing of the order / service description by both contractual partners. If it is not concluded for a concrete service, it will be closed indefinitely.
2. Otherwise, the contractual relationship ends when it is terminated in writing by one of the contractual parties with a notice period of 3 months to the end of the month. Decisive is the time of the receipt of the notice at the respective recipient. The right to extraordinary termination shall remain unaffected.

## § 7 Warranty / Liability

1. If the services to be provided under the concluded contract are not provided in full or not correctly, the Contractor shall be obliged, but also entitled, to make up or improve these services within a reasonable period. The Customer is obligated to immediately notify the Contractor in writing of poor performance by the Contractor or his personnel.

2. All defects, which are caused culpably by the Contractor or his vicarious agents, are to be remedied for the Customer free of charge. If this is not possible or economically unacceptable to the Contractor, the Customer shall be entitled to compensation in cash. This claim is limited in scope to the prospective contractual remuneration.
3. If the Contractor fails to comply with his duty to repair or to dispose of damages, the Customer shall set a reasonable deadline for the Contractor. The requirement to set a deadline does not apply if the Contractor refuses to rectify or remedy the defect, or if a date has already been set aside for repair or rectification.

If the performance pursuant to sentence 1 is not provided within the set deadline, the Customer may, at his discretion, demand a reduction in the remuneration or terminate the contract without notice. This also applies in cases where the warranty measures pursuant to paragraphs 1 and 2 have failed at least once. In this case, the Customer is entitled to have the work carried out by a third party and to demand compensation from the Contractor for the necessary costs.

4. If based on claims, recommendations or even consulting by the Contractor provision of services such as measurements, repairs, maintenance and the like to be carried out by the Customer are faulty done, and if the Customer is harmed due to these faults, paragraphs 1 to 3 shall apply accordingly if the Contractor is at fault.
5. In addition, the Contractor is only liable against the customer if his organs, executive employees or vicarious agents act intentionally or with gross negligence, fraudulently conceal deficiencies, violate life, body and health, violate a guarantee agreement, or if this is provided according to the Product Liability Act for persons or property damage to privately used objects. The Contractor's liability consists, in the event of culpable violation, of essential contractual obligations even in the case of gross negligence of his vicarious agents. If there is only slight negligence, the claim for damages shall be limited to the contractual, reasonably foreseeable damage.
6. The Customer is not entitled to any further claims that go beyond the above regulations. This applies in particular to claims for damages from non-contractual liability or possible claims for possible disadvantages connected with the service performance of the Contractor, irrespective of their legal grounds.

## § 8 Statute of limitations

1. All claims of the Customer, irrespective of the legal basis on which they are based, expire after 12 months. The limitation period starts with the acceptance of the contractually agreed service. Upon completion of the service performance, the Contractor shall notify the Customer that the service is ready for acceptance. If the Customer refuses an acceptance, the service shall be considered as accepted. If the Customer refuses the acceptance without justified reason or if no acceptance is declared without communicated reasons for the refusal of the acceptance on the part of the Customer, the acceptance is considered to be accepted no later than four weeks after delivery of the service. An actual use of the services rendered replaces the acceptance.

2. The statutory periods shall apply to the claims, pursuant to § 6 (5).
3. Insofar as supplementary performance is performed by the Contractor, the limitation period shall be extended accordingly until completion of this work.

## § 9 Other obligations of the Customer

1. The Contractor's personnel shall be granted access to the building's machinery / installations of the Customer for the performance of the contractual services during the agreed business hours / operating times. The Customer must give the Contractor's employees without delay any desired information about the machinery, facilities, buildings affected by the contractual service, and shall provide the related documents and data.
2. The Contractor shall be entitled to transfer his rights and obligations under this Agreement to third parties, in particular legal successors as well as Group companies. The Customer already now grants his consent to this.
3. Rights to drawings, plans, drafts and other copyrighted documents or data of the Contractor are entitled solely to the Contractor. Passing on of originals or copies is forbidden. An infringement obliges for damages. This regulation also applies beyond the term of this Agreement.

## § 10 Final provisions

1. Oral agreements do not have any legal effect. Amendments or additions to specifications, orders and contracts require the written confirmation of the Contractor.
2. Should any provision of these terms and conditions be or become invalid, this shall not affect the validity of the other terms. The contractual partners undertake to make such a provision which comes closest to the economic purpose of the invalid or expired provision. This also applies in the case of a regulatory breach.
3. For all disputes arising from an order / contract, jurisdiction is the registered office of the Contractor if the Contractor is an entrepreneur, a legal person of public law or a public special fund. The Contractor may also call the court competent for the Customer.
4. German law, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG), applies exclusively to the contracts between the Customer and the Contractor.

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