

General terms and conditions of the Technology Center at Schüco International KG, Karolinenstraße 1-15, 33609 Bielefeld (hereinafter referred to as Schüco TC)

1. Area of validity

1.1. The conditions below apply between Schüco TC and its client for all services provided by the Technology Center including consultancy, information etc. as well as ancillary services provided as part of the contract and other contractual obligations unless otherwise agreed in writing.

1.2. Any of the client's own general terms and conditions that are contrary to these terms and conditions are hereby superseded. These shall not apply, even if they are covered in writing by the client and not contradicted by Schüco TC. No response from Schüco TC signifies repudiation.

2. Quotations

All quotations from Schüco TC are non-binding and subject to change until the contract is finalised. The sole exception to this is where the quotations are explicitly identified as binding by Schüco TC.

3. Concluding of contracts

3.1. The contract is not concluded until written confirmation of the quotation is received from the client.

3.2. Irrespective of the written confirmation of the quotation, the contract is also deemed to have been concluded when the client delivers the relevant test specimen. In this case all rights regarding adherence to a schedule specified in the quotation if applicable are relinquished.

3.3. The safety requirements that form the basis of the order quotation are part of the contract.

4. Type and scope of service

4.1. The test services provided by Schüco TC comprise mechanical, thermal, security and building physics tests and fitness for purpose studies on windows, doors, façades, accessories and individual components. Accessories and individual components include in particular composite materials, frame profiles, fittings, sealants, insulation materials and coatings.

4.2. The services provided by Schüco TC also include environmental simulation tests (qualification tests) on technical products and EMC tests of products for the exterior building envelope.

4.3. The accredited calibration services provided by Schüco TC include thermodynamic measured values, flow measured values and pressure. Other measured values can be performed as factory calibrations on request.

4.4. Schüco TC only makes statements on conformity if the decision rule for fulfilling the result requirement was agreed and documented before the start of the test. Adjustments to the result requirement are not permitted after the order has been placed. If no normative decision rule exists, Schüco TC recommends making decisions in accordance with 4.2.2 „Binary Statement with guard band of ILAC G8:09/2019.

5. Accreditation and authentication

5.1. The test laboratories and the calibration laboratory at Schüco TC are accredited by the DAkkS (German Accreditation Body) in accordance with DIN EN ISO/IEC 17025:2018.

5.2. Accreditation by Schüco TC does not mean that the accreditation body or any other body approves the test report respectively the calibration certificate.

5.3. The test report respectively the calibration certificate may not be reproduced even in part without the written consent of Schüco TC.

5.4. If the client would like to indicate the participation of Schüco TC as an accredited test and calibration laboratory, the following formulation must be used: "Tested/ Calibrated by Schüco TC, a test laboratory/ calibration laboratory accredited in accordance with DIN EN ISO/IEC 17025."

5.5. The client is obliged to omit any such reference (5.4.) as soon as information is received in writing from Schüco TC that accreditation has been revoked.

6. Service dates / periods

6.1. The agreed service periods and dates are based on estimates for the work involved derived from information provided by the client. They are only binding if they are agreed as binding explicitly in writing and they only start once the client has first provided the full cooperation needed (point 7).

6.2. If an order is placed and the use of test facilities on a specific date has been agreed in writing between the client and Schüco TC, this obligates the client to make a payment for loss of profits in accordance with the following regulation if use is not made thereof for a purpose instigated by the client and no alternative use therefor can be found by Schüco TC.

6.3. Dates can be changed by the client subject to the regulations in point 6.4 up to seven (7) working days before the start of the agreed order period without additional costs arising herefrom for the client. In the event of cancellations at short notice or postponements up to three (3) working days before the start of the agreed time period, Schüco TC reserves the right to charge the client fifty (50) per cent of the value of the cancelled order (without ancillary costs) as compensation. Once the above periods of time have expired, if dates are changed or postponed the client must pay the full order value.

6.4. If any cancellation costs arise for third parties as a result of dates being changed or postponed by the client then the client must pay these costs in full.

6.5. If Schüco TC is prevented from carrying out its tests and calibrations on time by an unforeseen event, in particular *force majeure*, industrial action and its repercussions, operational disruptions, changes to legal provisions, official measures or regulations, or by a preceding test overrunning, then the test period shall be extended accordingly by at least the duration of any such hindrances.

7. Responsibilities of the client

7.1. The client is responsible for providing all the necessary cooperation on its part or on the part of its auxiliary persons in good time and free of charge to Schüco TC. This cooperation must be in accordance with the relevant applicable standards, safety regulations (VDE, DIN etc.) and accident prevention regulations.

7.2. If the test specimen could be in any way dangerous, Schüco TC must be informed in writing about the type and scope of any possible danger before testing respectively calibrating starts. This also includes danger that could occur during normal operation, for example because the test specimen has been modified for the test or because the test specimen was subject to atypical operating conditions during the test.

7.3. The client is obliged to provide the following services in particular:

- a) Provision of detailed construction documentation (drawings, section details, views, details etc.)
- b) Preparation of the test specimen in accordance with specifications (drawings, section details, views, details etc.)
- c) Provision of all the accessories, fixings and consumables
- d) Provision of the necessary tools to assemble the test element
- e) At least one employee from the client must hold a driving licence for a forklift truck, crane and aerial work platform for working in the test laboratory
- f) Staff employed by the client must fill in and pass the enclosed safety instructions to the designated Schüco employee of Schüco TC before beginning work in the test laboratory
- g) The staff employed by the client who are working in the test laboratory must bring and

wear personal protective equipment (hard hat, safety shoes, safety goggles if necessary etc.)

7.4. The test specimen must be delivered to the Schüco Technology Centre, Karolinenstr. 1-15, 33609 Bielefeld, Germany by the client at his own cost and risk, and unloaded there at his own cost and risk. If personnel from the Schüco TC unload the goods, the client shall be exclusively liable for the risk and costs. Any deliveries from non-EU countries must be delivered in line with DAP to the Schüco Technology Center, Karolinenstrasse 1-15, 33609 Bielefeld, Germany (Incoterms® 2010) by the client. Schüco TC reserves the right to request additional test specimens from the client to validate the test results.

7.5. The client is obliged to dismantle the test specimen once the test has been completed. The client is also obliged, at his own cost and risk, to collect the test specimen including the items listed under 7.3 and packaging from Schüco TC.

The test specimens will be stored by Schüco TC for a maximum of four (4) weeks. If the client has not agreed a collection date with Schüco TC by the time this period expires, Schüco TC is authorised to send the test specimen to the client at the risk and cost to the client. Schüco TC will exercise its best judgement regarding shipment. The return shipment of the calibration objects from the calibration laboratory is always at the expense of the customer.

The test specimens and calibration objects will be packed carefully. Where collection by the client has been agreed, storage costs will be charged after the fourth week.

If Schüco TC is to dispose of the test specimen from the test laboratory at the request of the client, the cost of this shall be borne by the client.

7.6. The client will be charged for any additional expenses that arise from work having to be repeated or delayed as a result of information for which the client is responsible being late, incorrect or incomplete or due to inadequate cooperation from the client. Schüco TC is authorised to bill for such additional expenses even where a binding fixed or maximum price has been agreed.

7.7. If the client discovers that the test specimens certified by Schüco TC have been or could be the cause of personal injury, damage to property or any other damage, the client is obliged to inform Schüco TC of this in writing without delay.

7.8. The client is obliged on request to compensate Schüco TC and its agencies, employees, managers and agents for all costs and expenses of any kind which are directly caused in particular by:

- a) Any violation by the client of the provisions of these general terms and conditions including non-adherence to or negligence of special requirements
- b) Any event causing damage which occurs during the test, and
- c) Any intentional or unintentional negligence by the client in informing Schüco TC in writing of significant disclosures or other misinterpretations, provided that the liabilities for losses, costs, damages, legal fees or other expenses have not been caused deliberately or through gross negligence by Schüco TC with acts or omissions in the awarding of certification.

7.9. The client is obliged to provide proof of a business liability insurance in the amount of at least EUR 5,000,000.00 when placing the order and to maintain this for the duration of the contractual work.

8. Guarantee

8.1. Schüco TC guarantees that the tests and calibrations will be performed with the necessary skill and care. Schüco TC also guarantees the accuracy of the test report respectively the calibration certificate when it is handed over or received.

8.2. Schüco TC must be advised in writing of any deficiencies found without delay.

8.3. In the event of a guarantee claim, Schüco TC is obliged exclusive of other claims to rectify the claimed deficiency, if necessary by means of another test, or to amend incorrect information in the test reports respectively the calibration certificates at its own cost.

8.4. If it transpires that there was no deficiency, then the costs for the additional test respectively calibration shall be borne by the client.

8.5. If there is any deficiency in guaranteed qualities, the claim for damages remains unaffected.

8.5. The test report from Schüco TC refers exclusively to the specific test specimen tested and not to the series, even if no changes to the construction are made compared to the tested object. Schüco TC will not perform serial monitoring. Such monitoring is incumbent upon the client.

9. Liability

9.1. The liability of Schüco TC is limited for all damages combined on an order to a maximum amount of 50,000 euros unless the damage has been caused deliberately or through gross negligence.

9.2. Schüco TC is not liable for indirect damage and secondary damage unless the damage has been caused deliberately or through gross negligence or is the direct result of negligence of a primary obligation in the contract by Schüco TC. Other claims by the client are excluded. This applies in particular to compensation claims for damage that has not occurred on the test specimen itself. This exemption from liability does not apply in the case of compulsory liability for personal injury or damages to privately used assets in accordance with product liability law.

9.3. Safety precautions are taken at each stage of storage, handling and preparation for testing respectively calibrating in order to prevent damage to the test specimen, for example due to soiling, corrosion or overloading which would falsify the test results respectively calibration results.

The client is aware that it is in the nature of things that many of the tests in the test laboratory specified in requirements can lead to destruction of or damage to the test specimens. The client also agrees that Schüco TC will neither take on nor accept any responsibility for damage to the property of the client or injury to the employees thereof that may occur during or as a result of a test. Any liability for injuries and damages on and/or by the test specimen that occur during the agreed test procedure is thereby excluded.

9.4. If Schüco TC is jointly and severally liable, Schüco TC shall always be the last to be subsidiarily liable.

If the liability of Schüco TC is excluded or limited, this also applies to employees, representatives and agents of Schüco TC.

9.5. The client is liable for the accuracy, completeness and traceability of its information, including the specifications, operational information, technical data, test data etc.

10. Terms of payment

10.1. In addition to all fees and prices, the applicable VAT at the time when the invoice is issued will be added.

10.2. All payments must be made within ten (10) days of the invoice date without deduction.

10.3. In the case of clients with whose credit circumstances Schüco TC is not familiar, payment will be required in advance of the test. In case of doubt over the ability of the client to meet financial obligations, in particular in the case of payments in arrears or stoppage of payments on the part of the client, the entire sum owed to Schüco TC will become due. In such a case, Schüco TC can demand advance payments or securities and revoke time allowed for payments.

10.4. If a fixed price has been agreed in writing, Schüco TC can invoice part payments as proportion of completion payments.

10.5. Schüco TC must be notified in writing of the justification for any complaints regarding the invoice from Schüco TC within a period of ten (10) calendar days of the invoice date.

10.6. Only claims which are uncontested or established as final and absolute can be offset against claims by Schüco TC.

10.7. The payment is considered made once Schüco TC is in possession of the sum paid. If the debt remains outstanding beyond the agreed payment date, the client is in default of payment. From this point in time Schüco TC is entitled, under other and additional legal rights, to apply interest on late payments to the sum of five (5) per cent above the respective base rate.

11. Copyright

11.1. All copyrights and shared copyrights on the test reports, certificates, test results, calculations, illustrations etc. remain the property of Schüco TC.

11.2. The client may only use test reports, certificates, test results, calculations, illustrations etc. produced as part of the order for the purpose for which they are prescribed in accordance with the agreement.

12. Assignment

The contracting parties may assign rights and obligations from the contract in whole or in part with the prior written consent of the other party.

13. Data protection

Schüco TC shall process all data obtained from its business relationship in accordance with the German Federal Data Protection Act (BDSG) and is authorised to process the data received via the client through this business relationship, regardless of whether this data originates from the client itself or from a third party, in line with the German Federal Data Protection Act.

14. Confidentiality

14.1. Schüco TC is obliged to treat as confidential all information concerning the client and the test respectively the calibration, as well as information that the client has declared should be treated as confidential.

14.2. The obligation of confidentiality shall only apply in so far as and for as long as this information is not generally known by another means or the client waives in writing the need for it to be treated as confidential.

15. Place of fulfilment

The place of fulfilment for all obligations arising from the contract is Bielefeld.

16. Court of jurisdiction

16.1. The sole court of jurisdiction for all disputes provided that an agreement is not excluded by law is Bielefeld

16.2. This court of jurisdiction shall be valid for all present and future claims arising from the business relationship unless the person being claimed against by way of legal action has his/her domicile or usually resides outside of the area of application of German law or unless this was not known at the time of the legal action.

16.3. The same shall apply in the event that claims are asserted as part of the dunning procedure in accordance with Articles 688 ff. of the German Code of Civil Procedure.

16.4. The right of Schüco TC to institute legal proceedings at another admissible court of jurisdiction remains unaffected.

17. Applicable law

The agreement is governed by the law of the Federal Republic of Germany. The provisions of the UN agreement on Contracts for the International Sale of Goods (CISG) shall not apply.

18. Final provisions

18.1. No subsidiary agreements have been made. Amendments or supplements to these general terms and conditions or contracts are only effective if made in writing. That also applies to changing or rescinding this written form clause.

18.2. If a provision of the agreement or a provision subsequently added to the agreement is or becomes void in full or in part, this shall not affect the effectiveness of the remaining provisions. It is agreed that the void provision shall be replaced retroactively by the effective and viable regulation that comes closest to the financial and legal aims that the parties wanted or would have wanted in accordance with the spirit and purpose of this contract if they had considered this point when the contract was agreed. This clause does not apply to these general terms and conditions themselves.
Schüco Technology Center

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