

## **Terms and Conditions for Testing Services for Our Measurement and Testing Laboratory**

### **1. Conclusion of Contract and Scope of Order**

1.1 All our testing services and offers, including all future testing services and offers, are governed exclusively by these Terms and Conditions in conjunction with our General Delivery Terms. Our employees are not authorized to deviate from these Terms and Conditions.

1.2 No contract shall become effective unless the underlying order is acknowledged by us either in writing or electronically. Until then, our offers shall remain non-binding. Our offers are valid for a period of 3 months.

1.3 We strive to meet any agreed upon deadline. If equipment outage or force major results in any delay on the testing day or in a postponement of the testing date, then no claims shall accrue to the Orderer from any such delay or postponement. Each party hereto agrees to notify the respective other party without culpable delay of any delay or postponement.

1.4 ISRINGHAUSEN reserves the right to charge any cost of additional expenditures to the Orderer if testing parts or information are delivered late or in any other case of a delay the Orderer is responsible for and which prevents services to be performed on schedule.

1.5 Any delay and any additional expenditure on the testing day caused by modifications of the test setup by the Orderer will be treated as outage times.

1.6 Our offers do neither include the cost of testing parts, nor the cost of delivery, nor the cost of pickup, nor the cost of storage, nor the cost of removal, nor the cost of scrapping.

### **2. Prices and Payment**

2.1 All prices are quoted net plus statutory value added tax.

2.2 Our services will be invoiced after their completion.

2.3 All invoices are payable strictly net within 30 days of the invoice date.

### **3. Nonliability / Limitations of Liability**

3.1 The offered work is performed in compliance with the standards of care and confidentiality which are customary in our industry.

3.2 We only provide the test arrangements and do not accept any liability for the results of any test. The exploitation and use of any measuring or testing results lie solely in the responsibility of the respective Orderer.

3.3 Our liability, regardless of its legal basis, is limited to intentional and grossly negligent misconduct. This limitation of our liability does neither apply in any case of injury to life, body, and health, nor in any case of liability which is mandatory prescribed by law.

3.4 Our warranty liability is limited to repair at no charge.

#### 4. General Provisions

4.1 Vehicles/vehicle bodies are stored without charge during 2 weeks prior to and 1 week subsequent to testing; and transportation is to be arranged accordingly by the Orderer. A storage and logistics fee of € 300.00 for each commenced month will be charged for any additional period of storage. In that case, pick up of any vehicle/vehicle body is subject to former agreement thereon between us and the Orderer.

4.2 If sensors, cameras, dummies, or other testing equipment are installed in particularly vulnerable locations at the Orderer's explicit request (provided that ISRINGHAUSEN has advised the Orderer thereof before), we reserve the right to charge all accrued cost, such as cost of repair, replacement, or calibration to the Orderer.

4.3 Any alteration and amendment to any respective agreement as well as to any ancillary agreement shall be made in writing.

4.4 If any provision of these Terms and Conditions or of any other general contracting terms is invalid, then such invalidity shall not affect the validity of the other contractual provisions.

4.5 Apart from the above, the General Terms and Conditions of Delivery shall apply.

4.6 Any order, its performance, and all claims resulting there from are exclusively governed by the laws of Germany to the exclusion of the provisions of the United Nations convention on the sale of goods (CISG).

4.7 Lemgo is the location of any performance of duties and the exclusive location of jurisdiction.