



## Prozess-Anweisung

Kundenverträge

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### ORDER CONDITIONS OF EMC-TESTCENTER AG

#### QUOTATION, INVOICING

A written quotation, which includes service and price is only made up on request.

Our price list, which is valid for the current year shows our prices and services.

Additional services, which are not included in the quotation, are charged according to the time used and the current price list.

If the client or his representative, resp. employee agrees with the performance of additional services (oral or written), it shall be an official client order.

#### ORDER EXECUTION

EMC-Testcenter guarantees a proper execution of the orders regarding technical and standard conformity

The test instruction is always an integrative part of the order.

The contribution of the test results is made written in a test report.

EMC-Testcenter makes any efforts to perform the orders according to the agreed testing dates.

Cancelling of testing dates of one day until 2 weeks before the testing date are free of charge. If the cancelling of one testing day is made later a cancelling fee of CHF 300.- to CHF 1'000.- will be charged.

For the cancelling of 2 and more testing days the full costs will be charged, if they are not taken by other clients.

The minimal testing duration in the EMC-Testcenter is half a day or 4 hours. The client and authorised persons by him are allowed to be present at the tests.

The Equipment Under Test (EUT) shall be identified without any doubt in order not to be changed by mistake with other equipment.

#### SECURITY AND NON-DISCLOSURE

The personnel of the client shall consider the security regulation of the EMC-Testcenter.

The personnel of the EMC-Testcenter considers to non-disclose information and test results against third party, which are collected during the use of the EMC-Testcenter.

The test reports are treated confidential and stored under high security. They are not distributed to a third party unless the client agrees or judicial writ.

On request of the client test reports, certificates, etc. can be sent electronically by e-mail. In this case the client shall be responsible for the data security, EMC-Testcenter declines any responsibility regarding this matter.

#### TEST REPORTS, CERTIFICATES

A copy of the accredited test reports according to ISO/IEC 17025 (and special standards) are stored for 13 years at EMC-Testcenter AG. Other test reports are only stored if the client is asking for it.

Within the storage time, the client can order copies of the test reports, an administration fee will be charged.

#### DAMAGE EVENT, LIABILITY

The performed tests at the EMC-Testcenter are normally without destruction.

At immunity or interference immunity tests and certain electrical safety tests, there can be a destruction on equipment which is not well protected.

EMC-Testcenter shall not be liable for failures or destruction which appear at immunity or electrical safety tests according to the required standard.

EMC-Testcenter however is subject to care. For self-imposed property damage on the tested equipment which occur by improper treatment, test or operation, EMC-Testcenter shall take the liability up to CHF 5'000'000.- per damage event (insured amount of loss including secondary failures).

If the value of the Equipment Under Test (EUT) / System is more than CHF 100'000.00, it shall be declared in advance. Otherwise our liability shall be excluded.

#### COMPLAINTS

Complaints shall be reported immediately to the management of EMC-Testcenter AG.

If no agreement between the parties can be reached, the written complaint shall be sent to EMC-Testcenter AG, Postfach 2207, CH-8105 Regensdorf by registered letter.

#### LEGAL SITUATION

This order conditions shall be part of each placed order to EMC-Testcenter AG and are subject to swiss law. Legal domicile shall be Regensdorf.