

QUOTATION AND PURCHASE ORDERS

A written quotation for the requested service and price will only be provided at the customer's request. Our price list, valid for the current year, shows our prices and services.

Additional services not included in the quotation will be charged according to time spent and the current price list. If the customer or his representative or employee agrees to the provision of additional services (verbally or in writing), this will be considered an official purchase order.

ORDER EXECUTION

EMC-Testcenter guarantees the professional execution of the orders in terms of technical and normative specifications. The test/calibration instruction is always an integral part of the order. The test results are documented and, on request, recorded in a test report/calibration certificate.

EMC-Testcenter endeavours to carry out the orders on the agreed test dates.

The customer and/or persons authorised by the customer may be present during the tests/calibration. For EUTs that could potentially cause harm to personnel or the environment, adequate protective measures must be provided by the customer. (e.g. appropriate laser safety goggles for equipment containing Class III or higher lasers).

Projects lasting longer than 6 months may cause additional efforts due to updated requirements of certain certification schemes, this could lead to extra costs for customers.

RESERVATIONS, ANNULATIONS AND INVOICING

EMC-Testcenter reserves the right to automatically cancel provisionally reserved test dates if the customer does not confirm them within 2 weeks prior to the reserved date.

Cancellation of a 1-day test booking up to 2 weeks before the test date is free of charge. If a test date is cancelled or postponed later, a cancellation fee of CHF 300 to CHF 1,000 will be charged.

In case of cancellation of 2 or more test days, the full cost will be charged, unless the test days are booked by other customers. The minimum duration of a test at the EMC-Testcenter is half a day or 4 hours.

The EUTs shall be unambiguously identified so that it is not accidentally exchanged with other equipment.

EUT DELIVERY & SHIPPING

The customer is responsible for the delivery and collection of the EUT.

It remains the responsibility of the customer to provide us with a notification containing the most important details, if the EMC-Testcenter is to organise the return of the EUT. For any queries regarding shipping or delivery, please write to us at the following email address:

purchasing@emc-testcenter.com

SECURITY AND NON-DISCLOSURE

The customer's personnel shall observe the EMC-Testcenter's security regulations.

The personnel of EMC-Testcenter will not disclose to third parties any information and test/calibration results collected during the use of EMC-Testcenter. The test reports/calibration certificates are treated confidentially and stored under high security. They will not be disclosed to third parties without the consent of the customer or a court order.

At the customer's request, test reports, calibration certificates, etc. can be sent electronically by e-mail. In this case the customer is responsible for data security, EMC-Testcenter declines any responsibility in this matter.

REPORTS, CERTIFICATES

Copies of the accredited reports/calibration certificates according to ISO/IEC 17025 (and special standards) are kept at EMC-Testcenter AG for 13 years. Other reports/certificates will only be kept if requested by the customer.

Within the retention period, the customer can order copies of the reports/certificates, for which a handling fee will be charged.

DAMAGE EVENT, LIABILITY

The tests/calibrations performed at the EMC-Testcenter are normally non-destructive.

During immunity tests and certain electrical safety tests, destruction may occur on equipment that is not adequately protected.

EMC-Testcenter is not liable for failures or destruction that occur during immunity or electrical safety tests according to the required standard.

However, EMC-Testcenter shall exercise due diligence. EMC-Testcenter is liable for self-inflicted material damage to the tested equipment caused by improper handling, testing or operation up to CHF 5'000'000.- per case of damage (insured amount of damage including consequential damage).

If the value of the equipment/system to be tested exceeds CHF 100'000.00, this must be declared in advance, otherwise any liability is excluded.

COMPLAINTS

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

If no agreement can be reached between the parties, the written complaint shall be sent by registered mail to EMC-Testcenter AG, P.O. Box, 8105 Regensdorf / SWITZERLAND.

LEGAL SITUATION

These terms and conditions form part of any order placed with EMC-Testcenter AG and are governed by Swiss law. Place of jurisdiction is Regensdorf.