

Terms and Conditions

§ 1 Scope

- (1.) All services - including future services - provided by Kessler QMP GmbH are based on these general terms and conditions.
- (2.) Terms and conditions of the contractual partner that deviate from or conflict with these GTC are only valid if we have expressly confirmed them in writing as applying instead of these terms and conditions. The same applies to all assurances, additions and ancillary agreements.
- (3.) Our General Terms and Conditions apply to all services in the ongoing business relationship without any special notice or reference, especially in the case of verbal call-off and follow-up orders.
- (4.) Deviations or additions as well as ancillary agreements must be in writing. A written form requirement can only be waived in writing.

§ 2 Obligations of the Client

- (1.) The client may not issue any instructions to Kessler QMP GmbH that falsify their actual determination. The customer must ensure that Kessler QMP GmbH receives all information and documents necessary for the execution of the order free of charge and in good time. Kessler QMP GmbH must be informed in good time and without any special request of all processes and circumstances that are recognizable as being important for the provision of the agreed service.
- (2.) In addition, the customer must perform all actions that are necessary for Kessler QMP GmbH to be able to perform the commissioned services. This includes, in particular, putting the test equipment in a workable condition.
- (3.) In the case of commissioned calibrations with mobile laboratories, the customer must ensure that parking spaces for the mobile laboratory with the requirements set by Kessler QMP GmbH are available at the agreed time. In addition, the client must name a contact person who is responsible for organization and any queries. In order to ensure a smooth process, the client must ensure that the measuring equipment is provided at the mobile laboratory and is available for the time required for the calibration. Any tempering times must also be taken into account.
- (4.) In the case of calibrations/measurements on 3D coordinate measuring machines, the client must provide Kessler QMP GmbH with the relevant current design drawings and/or CAD models and the identification of the features to be measured in good time. Evaluations or calculations required afterwards, which were not taken into account in advance, will be billed separately according to the time spent.
- (5.) If the customer fails to fulfill his obligations to cooperate, he cannot assert any claims against Kessler QMP GmbH due to delay, non-performance or defects that are attributable to the failure to cooperate.
- (6.) Any additional work, in particular due to the necessary cleaning or preparation of the test equipment for the calibration and/or waiting times, which is due to the customer's failure to cooperate, must be passed on to Kessler by the customer on the basis of the applicable hourly rates and price lists to be made by QMP GmbH. Any hotel and accommodation costs incurred are to be paid by the client and will be invoiced separately.
- (7.) In addition, Kessler QMP GmbH has the right to terminate the contract if the customer does not provide this despite being asked to cooperate. In this case, the expenses incurred up to that point are to be borne by the client on the basis of the applicable hourly rates of Kessler QMP GmbH or, if agreed, on the basis of the agreed flat rate less any expenses saved.
- (8.) The client is responsible for complying with a reasonable deadline for repeating the calibration.
- (9.) Calibration certificates may only be distributed completely and unchanged. Excerpts or changes require the approval of Kessler QMP GmbH.

§ 3 Obligation of Confidentiality

- (1.) It is contractually forbidden for Kessler QMP GmbH to unauthorized disclosure, forwarding or use of facts or documents, drawings and illustrations entrusted to it in the course of carrying out its order or which have otherwise become known to it. The duty of confidentiality includes all non-obvious facts and applies for the duration of the contractual relationship.
- (2.) This duty of confidentiality applies to all persons working in the operations of Kessler QMP GmbH. Furthermore, we undertake to return the documents in our possession to the customer in full after the end of the order.

§ 4 Offer, Order and Conclusion of Contract

- (1.) The offers of Kessler QMP GmbH are non-binding and valid for 8 weeks. As long as they have not been accepted, they are not legally binding. Offers drawn up on the basis of client inquiries are submitted taking into account the General Terms and Conditions. A contract comes into being through a written confirmation from Kessler QMP GmbH or through the sending of measurement and calibration objects by the customer or at the latest when Kessler QMP starts the services. All agreements, assurances or ancillary agreements made verbally or by employees must be confirmed in writing by Kessler QMP GmbH in order to be effective.
- (2.) Blanket orders/calibration agreements are defined together with the customer and contractually fixed.
- (3.) Detailed cost estimates are only prepared by Kessler QMP GmbH at the express request of the client. This or information regarding the scope, type, duration and costs of the services to be provided of any kind are accepted and non-binding. They do not contain any representations or guarantees. If the order is not placed, the expenses incurred will be charged in accordance with the applicable hourly rates.

§ 5 Service

- (1.) Kessler QMP GmbH provides the services listed in the offer to the agreed extent.
- (2.) The offer may include the following services in particular:
 - Factory calibrations
 - On-site calibration
 - Calibration with a mobile laboratory
 - Express calibration: 24 h / 48 h / 72 h
 - Weekend calibration

Additional services/specific services:

- Repairs, adjustments, cleaning of the test equipment: the corresponding additional services will be charged without consultation and approval provided that the effort is less than EUR 40.00 net. Additional expenses that exceed EUR 40.00 net will be provided after consultation and approval by the client. Measuring equipment that is subject to repair or adjustment is then recalibrated.
- Electrical safety test DGUV V3: all devices that are operated with mains voltage must have a valid safety test according to DGUV V3 for reasons of occupational safety. If this is not apparent to Kessler QMP GmbH, this will be carried out by Kessler QMP GmbH before the start of the calibration without the need for an agreement or approval by the customer and will be charged separately. After the test has been carried out, a plaque will be issued stating the month/year of the test. The test reports created can be downloaded free of charge via the Kessler QMP web portal or sent on request.
- Calibrations / measurements on 3D coordinate measuring machines (according to section §2): Calibrations that are not subject to any normative set of rules are mapped under the accredited procedure "Geometric sizes". The current geometric product specifications of Kessler QMP GmbH apply to this, which are available on request be made available to the client.
- Software access: access to the database and the Kessler QMP GmbH app

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- (3.) If the customer commissions calibration services from QMP GmbH, the order will be carried out impartially in accordance with the principles, guidelines and standards applicable to Kessler QMP GmbH for measurements, tests and calibrations.
- (4.) The determined measurement results apply to the metrological quality of the calibration item that was present during the calibration.
- (5.) If the customer wishes to calibrate according to their own specification limits, measuring ranges or measuring points, these must be specified by the customer when the order is placed and agreed between Kessler QMP GmbH and the customer.
- (6.) The documents required to provide the services (e.g. manuals, software, data sheets, etc.) and additional devices (e.g. display devices, adapters, etc.) are to be provided by the customer to Kessler QMP GmbH on a loan basis. The customer is responsible for the correctness of the documents and for the proper condition of the additional equipment.
- (7.) Kessler QMP GmbH can have the commissioned services performed by subcontractors at any time at its own discretion and without the need for consent or approval by the client, especially if Kessler QMP GmbH considers the commissioning of subcontractors necessary due to a lack of resources or for other reasons deems
- (8.) The client allows Kessler QMP GmbH to attach a label to clearly identify the test item and its components.
- (9.) Calibration certificates, certificates and written elaborations that contain measurement results or their interpretations are made available in electronic form by Kessler QMP GmbH in a single copy.
- (10.) Kessler QMP GmbH is authorized to label the testing and measuring equipment with a QR code for identification, even without explicit consent from the client. The client is free to use these codes themselves as well.

§ 6 Delivery

- (1.) All measurement, test and calibration objects and items that were provided to Kessler QMP GmbH by the customer in the course of the provision of services will be returned to the customer at his own risk and expense. Freight, ancillary freight costs and packaging costs shall be borne by the customer.
- (2.) The risk of performance deterioration and remuneration as well as the risk of loss passes to Kessler QMP GmbH as soon as the objects or documents are received by the forwarding agent, carrier or other person or institution responsible for carrying out the delivery. Receipt is considered complete when the incoming goods inspection has been completed.
- (3.) Damage to the items provided by the customer or incomplete deliveries will be reported to the customer if they are discovered during the incoming goods inspection or in the later service process. Liability of Kessler QMP GmbH for existing or discovered damage is excluded.
- (4.) The risk of loss and deterioration passes to the customer as soon as Kessler QMP GmbH has delivered the items or documents to the forwarding agent, carrier or other person or institution responsible for carrying out the shipment. The client can also arrange for collection himself. At the written request of the client, shipments can be insured against insurable risks at the client's expense.
- (5.) In the case of collection and delivery by Kessler QMP GmbH vehicles, the customer's consignment is insured up to a sum of EUR 2,500 by Kessler QMP GmbH. Kessler QMP GmbH is only liable for further damage in accordance with Section 11.(1) of the General Terms and Conditions. If the client wishes a higher sum insured, he must notify us in writing. The customer bears the resulting additional costs.
- (6.) Collection or delivery will only take place after the insurer has given a cover note and the client has given written consent to the costs.

(7.) A delivery period is only deemed to have been agreed after written confirmation by Kessler QMP GmbH. The delivery period is met if the goods have left Kessler QMP GmbH within the agreed delivery period or the customer has been notified that they are ready for dispatch or the result of the service has been communicated.

(8.) If the non-compliance with the delivery period is due to labor disputes or other unforeseeable events of force majeure through no fault of our own, such as a lack of material or energy, incorrect or untimely deliveries and the non-compliance could not be prevented even with the application of customary care and reasonable effort, the delivery period will be extended by the duration of the hindrance plus a reasonable start-up time. If the client can credibly demonstrate that such an extension is unreasonable for him, he is entitled to withdraw from the contract insofar as this has not yet been fulfilled. If Kessler QMP GmbH is at fault for not adhering to the deadline, you can withdraw from the contract after a reasonable period of grace set in writing has expired. Further claims, in particular the right to damages, do not exist unless the delay was caused intentionally or through gross negligence by Kessler QMP GmbH.

(9.) If non-compliance with the delivery period is due to the client's failure to cooperate in accordance with Section 2 of the General Terms and Conditions, the client cannot derive any claims against Kessler QMP GmbH from this. In this case, the further provisions according to § 2 of the General Terms and Conditions apply.

§ 7 Terms of Payment

- (1.) Services are payable net immediately upon receipt of the invoice (maximum 10 calendar days from the date of the invoice or receipt of the invoice). Cash discounts and other deductions are only permitted if they are noted in writing by Kessler QMP GmbH on the invoice. Granted discount periods begin from the invoice date. An agreed discount always refers only to the invoice value including freight and requires the complete settlement of all due liabilities of the customer at the time of the discount. Payments must be made exclusively to Kessler QMP GmbH. Bills of exchange are not accepted. For the punctuality of payments, it is decisive that we can dispose of the credit without reservation, in the case of checks that the possibility of timely cashing and crediting is given in the ordinary course of business. All expenses and costs incurred in connection with the discounting and depositing of checks shall be borne by the client.
- (2.) Kessler QMP GmbH is entitled to demand default interest without proof of 8% above the respective base interest rate of the European Central Bank from the due date, without prejudice to the possibility of asserting higher actual damages. Our other rights remain unaffected.
- (3.) The client can only offset claims that are undisputed or legally established.
- (4.) If there is a significant deterioration in the customer's assets that affects the customer's creditworthiness, or if we become aware of such circumstances, we can make all unobjectionable claims against the customer due immediately and against all claims of the customer, including those based on other contracts are based, assert a right of retention or demand step-by-step performance or the provision of securities.
- (5.) If the customer is in default of payment, Kessler QMP GmbH reserves the right to accept the order processing against surname or prepayment.
- (6.) In the case of reminders as a result of default in payment, a reminder fee of €20 will be charged from the second reminder per reminder.

§ 8 Prices

- (1.) The prices in the current price list or written offers apply. Unless otherwise stated, the prices apply ex works, net, plus packaging, transport and the applicable statutory

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value-added tax. For small orders under €50, a small quantity surcharge of €19.50 will be charged.

- (2.) All prices are subject to the timely provision of the measuring devices, the device-specific documents and the accessories required for operation by the customer.
- (3.) Unless otherwise agreed, any additional services that may be required, such as repair or cleaning of the test equipment, will be charged separately according to expenditure based on the applicable hourly rates of Kessler QMP GmbH or the applicable price list, for expenditures over EUR 40.00 net after approval by the Client, settled.
- (4.) Costs for arrival and departure, including delivery trips by Kessler QMP GmbH, as well as costs for accommodating employees will be billed separately, each without the need for prior approval by the customer.
- (5.) Agreed discounts are based on the order volume of the client and generally apply only to the actual calibration services. Kessler QMP GmbH reserves the right to renegotiate or completely withdraw an agreed discount at any time. Additional costs and other expenses are generally excluded from any discount.

§ 9 Complaints

- (1.) Obvious material defects and transport damage, incorrect deliveries and quantity discrepancies must be reported to us immediately in writing. Non-obvious material defects or damage must be reported to us in writing no later than 14 days after receipt of the goods and items. Transport damage/losses are covered by the insurance of Kessler QMP GmbH in the case of transport delivery by a company commissioned by Kessler QMP GmbH.
- (2.) If a repeat test carried out in the calibration and testing laboratory as a result of a complaint shows that there is no reason for complaint, the complaint will be rejected. The client bears the costs of the repeat test.
- (3.) If no agreement is reached with the client about the justification of his complaint, an arbitration examination must be arranged jointly after consultation. This arbitration test in the sense of a repeat test should be carried out by a similarly qualified body.
- (4.) If the arbitration test shows that the complaint was justified, the costs will be borne by Kessler QMP GmbH. The costs incurred will be borne by the client if the original results are confirmed by the arbitration test.

§ 10 Warranty

- (1.) Kessler QMP GmbH guarantees the proper performance of services in accordance with the order and the maintenance of confidentiality.
- (2.) The results contained in technical reports, expert opinions, test and calibration reports always refer exclusively to the tested object at the time of the test, measurement, calibration. Selection criteria for the selection of test items are the responsibility of the client.
- (3.) The customer must check the services provided by Kessler QMP GmbH immediately and report any defects to it immediately, at the latest within 14 days after delivery of the test object and the test and calibration reports, stating the reasons for determining the damage or of the defect in writing and to do everything reasonable to keep the damage as small as possible. If the defect is not checked and reported and it is a defect that could be discovered during a proper check, claims against Kessler QMP GmbH are excluded.
- (4.) If there is a defect and if the customer reports the defect in writing in good time, Kessler QMP GmbH is obliged to remedy the defect free of charge within a reasonable period of time by either repairing the defect or delivering defect-free goods. Should Kessler QMP GmbH not be able to do this, the client is entitled to cancel the contract.

- (5.) The warranty period for repairs and services in the Kessler QMP GmbH factory is 6 months from the return date noted on the delivery note or for on-site services 6 months from the completion of the service confirmed by the service personnel or the issue date of the applicable report.
- (6.) Warranty claims are excluded in the case of changes of any kind, repairs or repair attempts by third parties or improper handling of the items by the customer or a third party.
- (7.) Warranty claims are also excluded if the installation location of the devices does not correspond to the device-specific manufacturer guidelines or if the devices are operated under improper conditions (e.g. deviations from the recommended room temperature, humidity, network fluctuations, dirt or if the devices are equipped with non-intended consumables are used). The guidelines of the manufacturer are decisive in each case.
- (8.) All further claims of the client are also excluded. This does not apply if Kessler QMP GmbH is liable in cases of intent, gross negligence or the absence of guaranteed properties.

§ 11 Liability

- (1.) Kessler QMP GmbH is not liable under the Product Liability Act due to intent, gross negligence, injury to life, limb or health, due to the assumption of a quality guarantee, due to fraudulent concealment of a defect or due to the violation of essential contractual obligations is mandatory, excluded. Significant contractual obligations are those obligations that protect the legal positions of the contractual partner that are essential to the contract and that the contract is supposed to grant to him according to its content and purpose. In addition, essential contractual obligations are those obligations whose fulfillment is essential for the proper execution of a contract and on whose compliance the contracting parties may regularly rely. Compensation for damages due to breach of essential contractual obligations is limited to the foreseeable damage that is typical for the contract, insofar as there is no intent or gross negligence.
The above limitations of liability apply accordingly to vicarious agents and legal representatives of Kessler QMP GmbH.
- (2.) Supplementary provisions for the provision of the software:
Kessler QMP GmbH points out to the client that restrictions or impairments of the services provided may arise that are beyond Kessler QMP GmbH's sphere of influence. Insofar as circumstances beyond Kessler QM GmbH's sphere of influence affect the availability or functionality of the services provided by Kessler QMP GmbH, this has no effect on the contractual compliance of the services provided.
- (3.) Kessler QMP GmbH is not liable for damage to the customer resulting from the loss of data, insofar as the damage could have been avoided by regular and complete backups of all relevant data by the customer. The client will carry out or have carried out a regular and complete data backup himself or through a third party and is solely responsible for this.
No-fault liability of Kessler QMP GmbH for initial defects (§535a) is excluded.

§ 12 Termination

- (1.) The customer and Kessler QMP GmbH can terminate the contract at any time for important reasons. The termination must be declared in writing.
- (2.) Important reasons that entitle the customer to terminate the contract are violations of the obligations of Kessler QMP GmbH to carry out the order objectively and impartially.
- (3.) Important reasons that entitle Kessler QMP GmbH include: refusal of the necessary cooperation of the customer, the attempt of the customer to influence Kessler

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QMP GmbH inadmissibly, which can falsify the result of the order, if the customer Default of payment occurs if Kessler QMP GmbH determines after acceptance of the order that it lacks the necessary expertise to complete the order, if the customer violates his contractual obligations significantly, provides false information about his creditworthiness or if after the conclusion of the contract important circumstances for the provision of services arise that are beyond our control of Kessler QMP GmbH in such a way that the fulfillment of the contractually agreed service is impossible or made unreasonably difficult.

- (4.) If the order is canceled prematurely, the costs incurred up to the cancellation of the order are to be borne by the customer in accordance with the applicable hourly rates. If an order that has already been confirmed in writing as part of an on-site calibration or a calibration order in the mobile laboratory is not canceled at least 14 days before the date/start of the order, 50% of the order value may be charged to the client by the QMP. The client reserves the right to prove that the damage was less.

§ 13 Datenspeicherung

- (1.) Kessler QMP GmbH stores and processes personal data insofar as this is necessary to answer pre-contractual inquiries or to fulfill the contract. The same applies to the transfer of data to commissioned subcontractors.
- (2.) The data will be deleted as soon as the order has been completed and there are no statutory retention periods or retention periods in accordance with DIN EN ISO IEC 17025:2018, Item 7.5;7.11;6.4. The implementation within Kessler QMP GmbH takes place according to the quality management manual (QMH) version XY.
- (3.) The customer has the legal rights to information, deletion, restriction of processing, revocation of consent, objection and complaint to the supervisory authority.
- (4.) Otherwise, the provisions of the data protection declaration apply.

§ 14 Place of Fulfilment amd of Jurisdiction, applicable Law

- (1.) Place of fulfillment is 57520 Friedewald. Place of jurisdiction is 57518 Betzdorf.
- (2.) The law of the Federal Republic of Germany applies exclusively. The UN Sales Convention (CISG) does not apply. The German language is the language of negotiations and contracts. The German version of the terms and conditions is authoritative.

§ 15 Final Provisions

- (1.) Changes and additions to a contract must be in writing, as must changes to this written form requirement.
- (2.) Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the ineffective provision, that which the parties would have honestly agreed on from an economic point of view according to the originally intended purpose shall apply. The same applies in the event of a loophole.