

## General terms and conditions for materials and component testing

- Last update: January 2025 -

### **I. Scope of validity**

1. ZwickRoell GmbH & Co. KG (hereinafter referred to as ZwickRoell) performs static and dynamic materials and component testing. These tests may only be performed on the basis of these terms and conditions for services. When placing the order or when the order is carried out, they and their entire contents will become part of the test contract. These terms and conditions for services will also apply to all future contractual relationships with the client.
2. Deviations from these terms and conditions for services will only be valid if they are expressly confirmed by ZwickRoell in writing.

### **II. Contract testing offers**

ZwickRoell's offers in respect of materials and component testing are non-binding; documents accompanying the offer are only to be considered binding if they are expressly confirmed as such.

### **III. Scope of the service**

1. ZwickRoell will provide its services taking into account the client's specific requirements and the generally acknowledged rules of technology.
2. The test objects supplied by the client are to be subjected to the intended test procedure, but never either processed or changed. ZwickRoell is not liable for any damage to or deterioration in the test object.
3. The test result obtained is only binding if it is included in ZwickRoell's written test report. It is exclusively the client's own responsibility how it uses the knowledge and measures derived from the test result.

### **IV. Participation of the client**

1. The client is obligated to deliver the test objects to ZwickRoell free of risk and free of charge, and to collect them there after testing. Should the test objects be sent back to the client after testing at the request of the client, the latter will bear the costs and risk. The risk is transferred to the client with the handover to the client or person responsible for shipment. Notification of the readiness for handover or dispatch is equivalent to the time of handover.
2. If a customer-specific duty to cooperate or customer-specific test arrangement is generally

required, the customer must accept these preparatory measures before the start of the test procedure, confirming in writing compliance of these measures with its specifications.

3. ZwickRoell is entitled to terminate the test contract without notice and to demand appropriate compensation, should the client not fulfill its duty to cooperate or not fulfill it in a timely manner.

### **V. Processing conditions**

Information concerning the extent and duration of the test performance is non-binding unless expressly described as binding by ZwickRoell. Events outside ZwickRoell's area of responsibility extending the duration of the test performance entitle ZwickRoell to withdrawal from the contract without being liable to pay compensation.

### **VI. Reservation of proprietary rights**

1. ZwickRoell reserves ownership of its offer documents, test performance and test documents created until full payment by the client. ZwickRoell reserves the right to demand the surrender of the test documents if the client gets into payment arrears. In this case, the client agrees already now to the immediate surrender of these test documents at ZwickRoell's first request.
2. In addition, ZwickRoell reserves ownership of all copyrights to offer documents, test performance and test documents created.

### **VII. Prices and terms of payment**

1. As long as nothing else results from the order acknowledgment, prices will apply "ex laboratory" from ZwickRoell plus the currently valid statutory value-added tax.
2. The test payment is payable net (without deduction) within 30 days from the date of invoice. The legal regulations in the case of default of payment will apply.
3. The client is only entitled to rights of set-off if its counterclaims are legally established, undisputed or acknowledged by ZwickRoell.

### **VIII. Liability**

1. ZwickRoell will draw up test reports on the test results obtained based on the information, documents and/or specimens provided by the client. It is entirely incumbent upon the client to draw the necessary conclusions – with regard to its business area – from the test reports/results. Neither ZwickRoell nor its chief executives or employees are liable to the client or third parties for action taken or refrained from on the basis of these test results. The same applies to erroneous

tests insofar as these are based on unclear, false, incomplete or misleading information provided by the client.

2. ZwickRoell is liable – limited to foreseeable damage typical of the contract – for damages resulting from slight negligent violation of essential contractual obligations, in the case of slight negligent impossibility or slight negligent delay. ZwickRoell is not liable for slight negligence if non-essential contractual obligations are violated.
3. ZwickRoell's liability per case of damage is limited to the amount of five times the fee for the overall order, a maximum of €100,000.
4. Any liability for indirect or consequential damages, such as for lost profit at the client's or at a third party, a missed business opportunity or costs in connection with product recall action, is expressly excluded. Any losses, damages or costs for which the client is held accountable by its customers or other third parties are similarly excluded.
5. Claims for damages arising from any violation of duties by ZwickRoell shall expire 12 months after the statute of limitations commences.
6. Damages resulting from gross negligence or intent are unaffected by the above; the same applies to damages arising from injury to life and limb or to health, insofar as ZwickRoell, its legal representatives or vicarious agents are responsible for the violation of duty.

## IX. Intellectual property

ZwickRoell reserves ownership of all rights to its test methods and/or procedures as well as all the necessary devices, software and/or equipment.

## X. Non-disclosure

The non-disclosure agreement provided by ZwickRoell will apply.

## XI. Copyrights

All copyrights related to the test results compiled by ZwickRoell (calculations, expert assessments, representations, etc.) will remain with ZwickRoell. These test results may only be used for the purpose for which they are intended as agreed and may also only be communicated in their entirety and in unchanged form.

## XII. Applicable law, place of jurisdiction and performance

The law of the Federal Republic of Germany will apply to the conclusion of the contract, its validity, termination, interpretation, performance and any

associated litigation. The provisions of the UN Convention on Contracts for the International Sale of Goods (UN Sales Law) and the conflict rules of private international law requiring the application of different law are expressly excluded. The contracting parties agree on Ulm as the exclusive place of jurisdiction and performance. In the case of actions by ZwickRoell against the client, ZwickRoell may choose in addition, at its discretion, the official place of business of the client as the place of jurisdiction.

## XIII. Severability clause

Should one provision of the above terms be invalid or impracticable due to a law or other regulation, then this provision shall be deemed to be modified or canceled to the extent necessary depending on the particular case so as to enable compliance with such laws or regulations while at the same time taking account of the parties' intention. The validity of the remaining provisions of these terms shall not be affected.

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