

# **DIAL GmbH Order Conditions**

**Version of 09.03.2017**

## **(1) Placing the order**

When the order has been placed by the customer the currently applicable price lists of DIAL GmbH ([www.dial.de](http://www.dial.de)) are deemed to be agreed between the parties.

## **(2) Communications**

With the placing of the order the customer agrees that DIAL GmbH may carry out the communication required in connection with the processing unencrypted by email. The customer furthermore agrees that data and documents in digital form may also be generated and sent unencrypted by email. Any different form of communication must be expressly agreed between the parties.

## **(3) Conditions for processing the order**

The customer undertakes to make the data, information, documents and components which are necessary for the processing of the order available to DIAL GmbH completely and in a workable form.

## **(4) Faults**

If DIAL GmbH finds out during the processing of the order that the data, information, documents and components made available by the customer are incomplete, not workable or have other faults, DIAL GmbH will apprise the customer of this. On receiving this notification the customer has the opportunity within 3 weeks to make the data, information, documents and components available to DIAL GmbH completely and in a workable form and/or to correct faults.

If the customer does not succeed in fulfilling the conditions by the end of the time limit, DIAL GmbH is entitled to cancel the order prematurely. The customer is obliged to pay DIAL GmbH the costs incurred for the work performed by DIAL GmbH up to this point based on work performed, according to the currently applicable price list.

## **(5) Modifications**

It is possible that for the performance of the ordered work it is unavoidable and necessary to physically change and/or to change the contents of the data, information, documents and/or components made available by the customer, or even to destroy them. Moreover, within the framework of processing the order DIAL GmbH affixes labels, marks and flags to the components which have been made available that cannot be, or are not easily removed.

DIAL GmbH will not assume any liability for these changes and modifications.

## **(6) Transport and storage**

The customer is responsible for the transport of the data, documents and components outside of the business premises of DIAL GmbH. This means that the customer must carry out the transport to DIAL GmbH and the transport from DIAL GmbH to the customer's operating premises after the processing of the order is completed and that the customer bears the costs for this.

The customer likewise bears the logistics costs and customs duties. After the processing of the order has been completed and the invoice has been presented by DIAL GmbH, documents and components will be stored in the business premises of DIAL GmbH for a period of 3 weeks.

Should the customer not arrange for any return transport during this three-week storage period, DIAL GmbH will arrange for a professional and specialised disposal at its own expense.

## **(7) Intellectual property rights in methods and tools**

DIAL GmbH retains all rights in the methods, software and tools (data, projects, test sequences, measurement series etc.) that have been prepared for the processing of the order. DIAL GmbH is not obliged to make these methods, software and tools or its know-how available to the customer.

## **(8) Premature termination of the contract**

If one of the two parties to the contract terminates the order before the agreed work has been completed, DIAL GmbH will invoice the work performed up to this point according to the agreements in conjunction with the currently valid price list and the customer is obliged to pay this invoice.

## **(9) Additional and incidental costs**

If DIAL GmbH performs work which exceeds the original order, this work will be billed according to the currently valid price list ([www.dial.de](http://www.dial.de)).

If material or special equipment of external third parties has to be used for the processing of the order, the customer bears the resulting costs.

## **(10) Storage and forwarding of data**

The data which are required for the execution of the order, including also the personal data, will be stored by DIAL GmbH with the help of Electronic Data Processing, in so far as, after due consideration, this is deemed necessary.

The data will not be forwarded to third parties, with the exception of data which are needed in connection with accreditation processes for offices which award seals when obtaining test seals or in connection with comparable procedures in the customer's interest. To this extent the customer gives his consent to the forwarding of the data.

## **(11) Liability**

DIAL GmbH is liable only in cases of intent and gross negligence, liability is excluded for anything which goes beyond this. Liability is excluded for personal and bodily injury as well as for damage to health. DIAL is in particular not liable for consequential damages such as loss of profit, indirect damages and consequential loss due to a defect.

Any liability is limited to foreseeable damages typical for this type of contract. The liability of DIAL GmbH for damages is limited to EUR 10,000 according to § 280 of the German Civil Code (BGB).

## **(12) Limitation of claims**

Claims of the customer against DIAL GmbH, whatever the legal basis for such claims, expire 6 months from the date of transmission of the data, documents (e.g. measurement results/measurement reports) and/or consultancy results. This does not apply in the case of intentional conduct by DIAL GmbH or in cases of personal and bodily injury and damage to health.

## **(13) Applicable law / Court of jurisdiction**

It has been agreed between the parties that the legislation of the Federal Republic of Germany applies. The court of jurisdiction is that which applies for the registered office of the company, currently Lüdenscheid.