

# Contract

## on Control Measures

.....[represented by: .....] \*)  
- hereinafter referred to as "customer" -

and

**Deutsche Gesetzliche Unfallversicherung e.V. (DGUV)**

represented by

**Institut für Arbeitsschutz der Deutschen Gesetzlichen Unfallversicherung (IFA)**

- hereinafter referred to as "supplier" -

conclude the following contract:

### 1 Scope of Services to be Provided

According to the Rules of Procedure for Testing and Certification, clauses 4.2 and section 11, the supplier shall carry out the following order:

( ) Control measures in form of checks at random intervals

( )

### 2 Test Item

Product designation:

Type(s):

Manufacturer:

Manufacturing plant:

### 3 Elements of the Contract

In addition to the provisions of this contract, the elements of the contract shall be:

- a) the supplier's offer dated .....
- b) the customer's order dated ....., including enclosures
- c) letter amending the order dated ....., including enclosures
- d) General Terms and Conditions (see reverse or [www.dguv.de/dguv-test/pzo](http://www.dguv.de/dguv-test/pzo))
- e) Rules of Procedure for Testing and Certification, version valid at the time the contract is signed ([www.dguv.de/dguv-test/pzo](http://www.dguv.de/dguv-test/pzo))
- f) Scale of Fees of the Testing and Certification Body, version.....
- g) Principles for the Testing and Certification of

In the event of discrepancies, the following provisions shall have precedence over the other elements. Otherwise, precedence shall be in the given order.



**General Terms and Conditions for Contracts concluded by the Test and Certification Bodies in DGUV Test**

**1 Conditions of a Performance Agreement**

- 1.1 Orders shall be accepted in line with the capacities on hand. There shall be no obligation to accept an order.
- 1.2 Agreements, collateral agreements, commitments and any other agreements and declarations as well as any communications of results obtained in the framework of the performance of the contract shall only be binding if they have been confirmed in writing by the Contractor. The same shall apply to the amendment of the present clause.

**2 Non-Disclosure and Data Protection**

- 2.1 As a rule, the Contractor obliges to keep silence on any business and trade secrets of which it gains knowledge in the course of the contract and the performance of the service; the same obligation shall apply to the Contractor's staff.
- 2.2 The Contractor shall be entitled to save, alter and delete in files on data carriers all data of which it gains knowledge and results obtained in connection with the performance of the service, e.g. type designations and measurements.
- 2.3 Data and results may be published without reference to the source, certified products and quality systems may be published with the name of the holder of the certificate being quoted.

**3 Performance**

- 3.1 If contract amendments required during the period of performance are not effected, the Customer or the Contractor shall have the right to terminate the contract. For claims of compensation, article 649 of the German Civil Code (BGB, § 649) shall apply.
- 3.2 The Contractor shall be entitled to have its services rendered by third parties. Those shall be obliged in accordance with digits 2,1 and 2,2 to keep silence on all trade and business secrets of the Customer.
- 3.3 As a rule, orders shall be dealt with in the order of their acceptance and performance shall be effected according to the capacities available. Special deadlines for the performance shall be subject to agreement.

**4 Completion of the Performance**

- 4.1 The Contractor shall reserve copyright of all documents it prepared (expertises, test results, calculations etc.).
- 4.2 The Contractor is authorized to keep the documents the Customer made available to it for the performance of the contract. Documents which have been made available for inspection may be copied.

**5 Terms of Payment**

- 5.1 In case services have been rendered by third parties, the costs for those services shall be invoiced by the Contractor separately.
- 5.2 Objections concerning the invoice shall be communicated to the Contractor in writing within a period of 14 days after receipt of the invoice.
- 5.3 Rights of retention may only be asserted by the Customer if the counterclaim is based on the same contract.

**6 Warranty**

- 6.1 The Contractor shall ensure that the test is conducted flawlessly and the test report is produced. The Contractor shall provide no warranty for the regularity, perfect condition and functioning of any assessed or tested part within an installation; the same shall apply to the design, selection of material and construction, if those are not subject matter of the contract in question.
- 6.2 The performance shall be checked by the Customer immediately. Notice of obvious defects or deficiencies in the performance shall be given in writing within a period of 14 days after communication of the results; otherwise the performance shall be considered accepted. Non-obvious deficiencies shall be deemed accepted if the Customer does not give notice of them within a period of one year.
- 6.3 If the performance was deficient and notice thereof was given in due course, the Customer is authorized to set an appropriate deadline for the Contractor to rectify the deficiency. If the Contractor fails to rectify in time or the rectification fails, the Customer may demand reduction of the remuneration or rescission of the contract. Claims for damage or consequential harm caused by a deficiency, no matter for what clause in law, shall be excluded.

**7 Liability**

- 7.1 For any damage to property caused by negligence, the liability of the Contractor, its corporate members, as well as the institutions and persons acting for it, shall be limited to a maximum amount of damages of 1.0 million EUROS; the same limitation of damages shall apply to any other damage which is neither personal injury nor damage to property nor derived from them. Liability for any damage to the type caused by business activities or the professional activity of the Contractor, its corporate members or the persons/institutions acting for it (e.g. processing, repair, transport, testing, storage etc.) - beyond the testing services specified in the contract - shall only be incurred to a maximum of 100,000 EUROS if such damage is not caused intentionally or by gross negligence.
- 7.2 If the type to be tested has already been delivered to a third party, the Customer shall have the third party conclude an agreement with the Contractor, such agreement shall define a limitation of liability in accordance with clause 7.1.
- 7.3 Any claims in connection with the service performed shall be notified in writing and without delay to the Contractor as well as to the secretariat DGUV Test, Königsbrücker Landstraße 2, 01109 Dresden, Germany.

**8 Limitation of actions**

All actions other than the charging of fees shall be subject to a one-year limitation period effective from the commencement date prescribed by law.