

General Business Terms and Conditions (Special Section B) of IBS – Institut für Brandschutztechnik und Sicherheitsforschung Gesellschaft m. b. H.

considered supplemental to our General Business Terms and Conditions (General Section) as
order-specific Section B for services of the testing centre

B 1: Testing and experiments outside the testing centre

If tests or experiments need to be performed outside the testing centre for the purposes of contract fulfilment, the customer must ensure that the objects and buildings to be examined are accessible in such a way as to permit unhindered fulfilment of the contract. In particular, the customer must take all precautions necessary to protect third-party rights.

B 2: Official approvals, third-party consent

The customer must obtain at its own expense the necessary official approvals or third-party consents, and it must demonstrate to us that it has done so prior to order fulfilment.

B 3: Additional services

If in the course of performing the contract, a service becomes necessary or advisable that was not envisioned under it, same is deemed ordered.

B 4: Appointments

Appointments for fire experiments at our company's premises are stored in our EDP system. When scheduling appointments for fire experiments, we are entitled to collect a security deposit of € 1,500.00 per fire-experiment appointment, which is credited to the customer in the course of final invoicing. If fire experiments with a scheduled appointment are cancelled less than 14 days prior to the scheduled date, or in the event of postponements of more than 14 days into the future, the collected security deposit is not reimbursed. If scheduled appointments cannot be kept due to reasons for which the customer is responsible, the customer must immediately notify us in writing. We make every effort to punctually comply with appointment commitments. However, due to unforeseeable work effort, postponements can occur on short notice. Compensation of any default or consequential damages of any nature whatsoever suffered by the customer as a result is precluded. Such postponements do not entitle the customer to rescind the contract.

B 5: Performance of experiments

The customer is at liberty to be present for testing or experiments of its test specimens at its own risk and expense. Liability for damages incurred by the customer as a result is precluded. Photos and videos may be made only with our prior consent, and this is limited to the customer's test specimens and the agreed services. The instructions of our staff must be strictly followed.

IBS is at liberty to discontinue the performance of tests and experiments if continuing to perform them could pose a hazard to IBS employees or an interference with the environment or legally protected rights. The responsible testing engineer decides on a possible discontinuation, and the customer waives any objections to this decision. If the reason for discontinuation has to do with the potential hazard from the testing specimen, the customer is obligated to reimburse the incurred costs without any special proof.

If in the course of performing the experiment, some aspects of the tests are assigned to third parties, the customer agrees to this measure in the form of a written contract counter-signature.

B 6: Testing specimens

Testing specimens are to be delivered by the customer in the required number and quality – individually labelled, accompanied by a delivery note, and in a condition suitable for storage – on the date specified in the order confirmation and, if necessary are to be completed by the customer at IBS, subject to prior agreement. Delivery and completion can take place only during normal working hours, i.e. Monday through Thursday from 7:00 am to 12:30 pm and from 1:30 pm to 5:00 pm, and Friday from 7:00 am to 12:30 pm.

Testing specimens cannot be picked up by IBS. The customer assembles the testing specimens and standard support constructions. In addition, no customs formalities can be handled by IBS. If the customer fails to comply with these obligations, the testing appointment must be cancelled, and the security deposit is forfeited.

Any measures desired by the customer in order to safeguard its business secrets must be coordinated in writing by the customer with the respective IBS testing technician at the time the order is assigned, but in any case prior to the start of work to assemble the testing specimen. The costs for corresponding measures are for the account of the customer.

B 7: Storage, disposal of testing materials

After fulfilment of the contract, we are entitled but not obligated to store the testing materials for the duration of the warranty period. In general, however, the customer is obligated at our request to take away the testing materials. In the event of delay, we are entitled to have the testing materials disposed of or taken away at the customer's expense.

B 8: Proprietary rights

Absent agreements to the contrary, IBS is at liberty to publish positive results, testing certificates, and testing reports in whole or in part and to exploit findings from tests and experiments at its discretion without cost reimbursement. Reference is made to the reporting obligation under the Product Safety Act (*Produktsicherheitsgesetz*, BGBl. 16/2005)

B 9: Safety

The customer will consult the document "Preliminary information for customers" available at IBS concerning safety and house rules for outside staff (e.g. www.ibs-austria.at/Prüfstelle/vorinfo) and comply with the corresponding rules.

B 10: Data

"The applicant/customer authorises IBS –Institut für Brandschutztechnik und Sicherheitsforschung GmbH/Testing Centre to transmit, convey, and provide in physical, electronic or other form the testing and/or classification report to IBS – Technisches Büro GmbH for the purposes of checking the products of the applicant/customer that are built in on site (e.g. building monitoring)."

"The applicant/customer authorises IBS –Institut für Brandschutztechnik und Sicherheitsforschung GmbH/Testing Centre to transmit, convey, and provide in physical, electronic or other form the property-related evaluation to IBS-Technisches Büro GmbH for the purposes of checking the products of the applicant/customer that are built in on site (e.g. building monitoring)."

"The contract partner is in agreement that its personal data is processed and then transmitted and conveyed to all other companies in the BVS Group (BVS-Brandverhütungsstelle für OÖ reg Gen m.b.H, as well as its subsidiaries), including for acquisitions, the creation of offers, and advertising for professional seminars and professions journals."

All recordings and measurement data, as well as observations made by the customer during the service provision, are not binding until processing by IBS and issuance in an official document (e.g. testing report).

If the report (e.g. testing report) is translated into another language, the German wording shall prevail in case of doubt.

B11: Outside personnel

Outside persons (including visitors, visitors during the performance of experiments, dispatched employees and other dispatched persons, customers) undertake to comply with the following points:

- In general, all safety and hazard notices must be complied with or obeyed.
- The instructions of BVS Holding personnel are to be followed.
- Corresponding personal protective clothing is to be brought along and used for the work to be performed.
- Safety shoes are to be used for assembly work (for fire tests).
- Helmets must be worn during crane and testing operations.
- A work area is assigned for assembly work (for fire tests).
- The pathways marked in green must be kept clear.
- Other persons may stay in the assigned work area (coordination).
- Tested, operationally safe work equipment must be used.
- It is possible to use special work equipment (crane, forklift, scissor lift platform); a corresponding operating permit must be shown when using.
- Special work equipment is provided by BVS Holding on a voluntary basis. The customer has no claim to availability. Use by BVS Holding has priority.
- Prior to bringing in and working with hazardous substances (e.g. paints, foams, mortar, cleaning agents, etc.), the responsible BVS Holding personnel (security management) are to be notified. Safety sheets must be presented and their requirements complied with.
- All external persons must sign in without exception.
- Parking is permitted only in the designated areas.
- Photographing and filming are prohibited. All information and observations must be treated confidentially.
- Assembly work is to be performed during normal working hours, Mo-Th, 7:00 am to 5:00 pm, Fr until 12:30 pm.
- The provided lounge and sanitary areas are to be used for eating meals, complying with rest periods, changing clothing, and cleaning.