



Status: May 2019

Additional General Terms and Conditions

of IBS – Institut für Brandschutztechnik und Sicherheitsforschung GmbH
for **Conducting Fire Tests and Experiments**

1. Test procedure

It is at the customer's discretion to attend the tests of our experiments with its testing specimen at its own risk. Liability for damages resulting from this for the customer is excluded. The recording of photographs and videos is permissible only upon our prior approval, and it shall be limited to the customer's testing specimen and the agreed services. It is mandatory to follow the instructions of the personnel in all cases.

It is at our discretion to discontinue conducting tests and experiments if we believe that a potential danger for the employees of IBS or of the customer, harm for the environment, or an infringement on rights would have to be feared if the tests or experiments were continued. The testing engineer responsible for the test will decide about a potential discontinuation. The customer waives objections against this decision. If the reason for discontinuation is constituted in a potential hazard caused by the testing specimen, the customer shall be liable for refunding the incurred costs without proof.

If passing on a portion of the tests to third parties should prove to be required or expedient, we shall be authorised to do so in any case.

2. Test bodies

The testing specimen are described individually in the required quantity and properties and condition, and they shall be delivered by the customer, enclosing a delivery slip or the transport data sheet that has been transmitted as part of the quote, in a condition suitable for storage, on the date indicated in the order confirmation and be completed by the customer at IBS, upon prior agreement if necessary. Delivery and completion can take place only during the regular working hours, which are from Mondays to Thursdays from 07:00 AM to 12:30 PM and 01:30 PM to 05:00 PM, and on Fridays from 07:00 AM to 12:30 PM.

Testing specimen cannot be picked up by us. The testing specimen and the standard supporting structure will be assembled by the customer. In addition, we cannot process any customs formalities. If these obligations are not observed by the customer, the test date will have to be cancelled and any deposit paid will be forfeit.

Any measures requested by the customer for the protection of its business secrets shall be agreed upon in writing between the customer and our respective testing engineer at the time when the order is placed, whereas at any rate prior to the start of the testing specimen assembly work. The costs for corresponding measures shall be borne by the customer.





3. Storage, disposal of the test material

After the fulfilment of the contract, we shall be entitled but not obligated to store the test material for an optional period of time. In general, however, the customer shall be obligated to take over and remove the test material upon our request. In the event of default, we shall be entitled to have the test material be disposed of or removed at the customer's cost.

4. Transfer of the test and/or classification report

The customer empowers us to transfer, provide and make the test and/or classification report or the object- or product-related assessment available to IBS – Technisches Büro GmbH in physical or electronic form or by any other method, for the purpose of testing the customer's products installed on site (e.g. construction supervision).

5. Binding nature of the drafted documents

All records and measuring data, as well as all observations made by the customer during the completion of the performance shall become binding only through processing by us and upon issuance of an official document (e.g. test report).

If the documents (e.g. test report) drafted by us are translated into a different language, the German wording shall be decisive in cases of doubt.

6. Safety and external personnel

The customer is obligated to read or access the document "Preliminary Information for Clients and Contractors" at www.ibs-austria.at, which is available at IBS, regarding safety and the company rules for external staff, which represents a part of these GTC and to observe the relevant safety requirements contained therein. The customer is obligated to ensure that its employees and vicarious agents as well as external persons (in particular, visitors, visitors attending testing, seconded employees and other seconded persons, customers) follow the safety rules specified in the aforementioned document.

The German wording of these Supplementing General Terms and Conditions is the only legally binding language version. In the event of any discrepancy between the German wording and the English wording, the German wording shall apply.