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## Special Terms and Conditions for Laboratory Testing (BGL) of Berlin Cert GmbH

These BGL apply in addition to the General Terms and Conditions of Berlin Cert GmbH, if and to the extent that Berlin Cert GmbH performs laboratory tests for a customer.

### § 1 Test sample

- (1) If additional test samples are required for the test, Berlin Cert GmbH can request them free of charge.
- (2) The test sample is tested on the basis of the legal regulations and codes of practice or in accordance with a test program agreed between the contracting partner and Berlin Cert GmbH.
- (3) Berlin Cert GmbH assumes no liability for the loss of test samples or for damage to test samples due to testing, burglary, theft, water, fire or transport. Berlin Cert GmbH shall exercise the same care in handling and storing test samples and specimens that it uses in similar matters of its own.
- (4) The contracting party delivers the test sample to Berlin Cert GmbH at its own expense and risk. The Contractual Partner shall collect the test specimen from Berlin Cert GmbH upon request at its own expense and risk.
- (5) In individual cases, a shipment of test samples can be carried out by Berlin Cert GmbH at the express request and at the expense and risk of the Contractual Partner. The test sample is carefully packed. Berlin Cert GmbH shall not be liable for any damage occurring during transport. Complaints due to transport damages have to be reported by the contractual partner directly to the transport company within the applicable special deadlines. The conclusion of transport and other insurances is the responsibility of the contractual partner.
- (6) The contracting partner is obliged to dispose of remaining test samples and accessories and packaging requiring disposal at his own expense. If the contracting party does not fulfill its collection obligation, Berlin Cert GmbH is entitled to send the test sample to the contracting party at the contracting party's expense and risk. The costs for sending test samples shall be borne by the contracting party.

### § 2 Performance period and test result

- (1) Berlin Cert GmbH confirms receipt of all required test samples and documents to the Contractual Partner.
- (2) If the test duration is not contractually regulated, the estimated test start and the estimated test duration shall be provided to the contracting party with the confirmation of receipt (1)§ 2(1) communicated.
- (3) After completion of the test procedure, the Contractual Partner shall receive written notification of the result of the test.

### § 3 Appointment cancellations and changes


- a) Date changes or cancellations by the contractual partner are possible up to 10 working days before the agreed test date without additional costs for the contractual partner.
- b) In case of short cancellations or postponements up to 5 working days before the confirmed test date, Berlin Cert GmbH reserves the right to charge 50% of the cancelled order value (without incidental costs) as cancellation fee to the contract partner.
- c) After expiry of the deadlines according to a) and b), the contracting party must pay the full order value (excluding ancillary costs) in the event of postponements or changes to deadlines. This shall also apply to cancellations by the contracting party which are made after the confirmation of receipt of § 2(1) occur.
- d) If cancellation costs are incurred by third parties or other additional costs as a result of the contractual partner's changes or postponements of dates, these shall be borne in full by the contractual partner.

#### **§ 4 Examination location**

- (1) The tests are usually carried out in laboratories of Berlin Cert GmbH. Depending on the product and the type of test, other test locations may be chosen if it is ensured that the test environment does not influence the test results and does not jeopardize confidentiality. The decision on the test location lies with Berlin Cert GmbH.
- (2) Berlin Cert GmbH can commission an external laboratory to carry out the test if
  - a) the laboratory complies with the relevant requirements for testing from legal regulations, standards and technical regulations ,
  - b) the laboratory - if required for the test to be performed - is accredited by the competent accreditation organization, and
  - c) the contracting party has given its consent to the commissioning of the laboratory.

#### **§ 5 Test mark**

- (1) Berlin Cert creates test marks for the Contractual Partner as a voluntary service that refers to a database entry that can be accessed via the Berlin Cert website using a test mark number. The entry contains the name of the contracting party, the name and a unique identification of the test sample and the performed test scope, according to the test report.
- (2) Berlin Cert GmbH evaluates individually whether a test mark can be created.
  - a) For the creation of a test mark, the commissioned test services must be successfully completed by the test specimen(s) and, if applicable, the technical documentation.
  - b) Berlin Cert GmbH reserves the right to refrain from issuing a test mark even in the case of positive test results, especially in the case of tests which, in the opinion of Berlin Cert, do not allow any conclusions to be drawn regarding the quality characteristics of the test sample. Berlin Cert GmbH is not accountable to the contract partner in case of refusal of a test mark.
- (3) The contracting party is entitled to
  - a) the products corresponding to the submitted and tested test sample ,
  - b) Products that use components that comply with the submitted and tested test sample ,
  - c) Advertising and communication materials for the products that are § 5(3)a) or § 5(3)b) comply with, to be provided with the test mark.
- (4) The test mark may only be used in direct connection with the test specimen.
- (5) The contract partner may not change the test mark or associate it with other features (e.g. own company logo). It must, if shown in connection with the company logo of the contracting party, be clearly smaller. The impression must not be created that the contracting party belongs to Berlin Cert GmbH or that the test mark is a brand / the company logo of the contracting party.
- (6) The Contractual Partner guarantees that even if the image is reduced in size, that the content remains clearly legible and that the QR code depicted in the test mark can be interpreted by electronic devices in a clean state.
- (7) Test marks are not to be used in a derogatory manner.
- (8) The contracting party may waive the publicly accessible database entry in text form. He thereby also waives the test mark and the authorization to use it.
- (9) The right of use expires as soon as the product or its components no longer correspond to the test sample.
- (10) Berlin Cert GmbH is entitled to prohibit the use of the test mark if it is used in deviation from § 5(3) to § 5(7)§ 5 is used.

	Supplied documents <b>Special terms and conditions</b> <b>Laboratory test</b>	MU 011en Page <b>3</b> from <b>3</b>
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## **§ 6 Liability**

- (1) A performed test with a final positive test report does not exempt the contracting party from its legal product liability. In case of non-detected defects, Berlin Cert GmbH shall only be jointly liable if its legal representatives or vicarious agents can be proven to have intentionally or grossly negligently violated the legal regulations, standards and technical provisions relevant to the testing procedure.

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