

### 1. General

The following provisions of our General Terms and Conditions are an essential part of our offers and the contracts concluded with us and apply without restriction, unless we expressly make a deviating commitment in the offer text or the text of the order confirmation. General terms and conditions of the clients only obligate us if we expressly agree to them. An explicit objection to their validity in individual cases is not required. Supplementary agreements require written form to be effective.

The conditions listed below take precedence, followed by the general conditions of the German electrical industry.

### 2. Offers and Scope of Services

Our offers are non-binding in full. The documents accompanying each offer such as illustrations, drawings, and dimensions are only approximate unless expressly designated as binding by us. The information is solely a technical representation and only constitutes an assured property in individual cases if expressly confirmed by us. We reserve ownership and copyright to the offer documents such as cost estimates, drawings, etc. The client may not make them accessible to third parties without our express consent.

The parts to be tested by us are not processed or altered by us. In exceptional cases where work and changes are necessary and are done after consultation with the client, we are only liable for damages resulting from intentional or grossly negligent breach of duty by a legal representative or agent. These additional works will be invoiced separately in any case. The scope of our testing services is determined by a mutually signed written agreement. The evaluation of test results is carried out according to the valid regulations or your factory standards. Other evaluation criteria are only binding upon us if the client communicates this in written form. Only the facts listed in the written test report are considered binding. VOGT assumes no responsibility for the consequences of actions taken by the client based on the test results.

Not included in the price unless explicitly stated

- Travel expenses, daily allowances, overnight costs, and project-related travel expenses

### 3. Conclusion of Contract

The contract is concluded upon receipt of our written order confirmation by the client. Changes and additions require our written confirmation to be effective.

### 4. Prices

All prices and calculations are net prices. The value-added tax applicable at the time of fulfillment/agreement will be charged additionally and separately indicated. Otherwise, the prices stated in the offer or order confirmation apply. If more than four months elapse between contract conclusion and contractually agreed delivery dates and general cost increases occur for wages, material costs, etc. after this period, these increases can be passed on to the client. Other costs such as documentation and evaluation are invoiced separately. If the client changes agreed testing times at short notice, the resulting costs will be invoiced by us. This also applies if, for reasons beyond our control, we cannot provide services at the agreed testing times at the testing location.

Waiting times caused by the fault of the client and travel times are calculated as normal working time according to our current service billing rates.

### 5. Client's Responsibilities

The client must provide the following services free of charge and in compliance with all safety regulations in order to process the work:

- Provision of electrical connections 220V, if necessary;
- Illumination and provision of work platforms and/or scaffolding, if necessary;
- Provision of suitable storage spaces or rooms for our work equipment in the immediate vicinity of the workplace;
- Provision of all additional tools separately and agreed upon.

### 6. Duration of Services

Statements about the duration of services are determined based on normal workflow and are therefore only approximate. Start and end times may be subject to change due to unforeseen circumstances beyond our control. This includes measures or orders from governmental/private institutions. We reserve the right to make contractual adjustments in all these cases at the earliest possible date in coordination with the client. In the event of a contractual change or interruption not attributable to us, the client bears the costs incurred by us, including those arising from the withdrawal of personnel provided.

### 7. Payment Terms

Payments are due immediately after the invoice date without any deduction unless otherwise expressly agreed in writing. In the event of default in payment, we are entitled to charge default interest from the due date without reminder at a rate of 5% above the respective discount rate of the European Central Bank.

If the client's financial situation significantly deteriorates after contract conclusion, e.g., if insolvency or composition proceedings are opened against their assets, or such deterioration in financial situation is only known to us after contract conclusion or performance without our fault, we have the right to suspend the delivery/performance until the client has provided adequate security for our claim under the contract.

### 8. Retention of Title for Services

The delivered examination documents remain the property until all claims arising from the business relationship with the client have been fulfilled. If the client defaults on payment, we are entitled to demand the surrender of the delivered examination documents at any time. The client may only resell or use the examination documents delivered by us in the ordinary course of business and only with our express written consent and if they are not in default of payment.

### 9. Retention of Title for Goods Delivery

Ownership of the contractual object passes to the client upon delivery, but there is a retention of title for the contractor until full payment for the goods and services.

If the client sells, combines, or processes the contractual object, or if the retention of title to the contractual object expires in any other way before full payment, the resulting contractual or legal claim shall replace it.

### 10. Warranty

We guarantee a technically and professionally flawless execution of our work. The warranty period is determined in accordance with legal regulations unless otherwise agreed by individual contract. Discovered complaints must be reported in writing immediately, but no later than 3 days after becoming aware of them. For defects in our contractual services proven to be our fault, we are liable up to the amount of the order value by rectifying the defective performance at our discretion within a reasonable period.

Claims for damages, regardless of the legal basis, do not exist. Claims for damages due to production loss and lost profits are excluded. We also do not accept liability for consequential damages due to defects. The contractor is not liable for any data loss. However, the contractor is liable for damages caused by them intentionally or grossly negligently, as well as for damages covered by the contractor's liability insurance or that of their agents. However, the extent of liability is limited exclusively to the amount of the order sum or the respective coverage sum of the liability insurance.

We do not provide any guarantee for damages if they are due to faulty installation, incorrect operation, intervention and/or constructive changes by the client and/or third parties, incorrect or negligent handling, natural wear and tear, other non-intended use, or similar circumstances after the transfer of risk, or if they are caused by harmful environmental conditions.

In the event of a warranty case, a written error report must be sent to the contractor.

In the event of a warranty case, the product must be sent free of charge by the customer. If on-site repair is desired, in the event of a warranty case, travel and hotel costs, as well as expenses and travel time expenditures, will be invoiced according to the contractor's general billing rates for services. The costs for materials and on-site labor during the warranty period are covered by the contractor.

### 11. Termination of Contractual Obligations

All cases of force majeure, including but not limited to fire, flood, earthquake, explosion, riot, epidemics, revolutions, strikes, lockouts, war, legal restrictions, and unavoidable operational disruptions, release the contracting parties from the obligation to fulfill their contractual obligations for the duration of the disruption and to the extent of its effects.

Orders can be canceled in accordance with the terms of the case law and the Civil Code.

### 12. Requirements for Subcontractors (Suppliers) of VOGT within the scope of EN 9100

The supplier is obliged to comply with the specifications for verification activities and to confirm compliance after order completion.

Only sufficiently qualified personnel may be used by the supplier for the realization of the commissioned products and services.

In general, the supplier is required to demonstrate a quality management system according to DIN EN ISO 9001 or DIN EN ISO IEC 17025 (this requirement does not apply to sole proprietors). At least one person responsible for quality management must be appointed in the supplier's organization and empowered to clarify quality-related matters. This must be coordinated with the client.

The supplier undertakes to consider all defined requirements as the basis for order processing, where applicable. All realization and verification activities must be carried out by the supplier in accordance with the relevant and legal requirements.

The Supplier warrants that all parts delivered are new, genuine, properly approved, fully traceable, and free of counterfeit, fraudulent, or suspect unapproved parts.

The supplier undertakes to report information about defective products and services to the client within 72 hours of their own discovery, without request and informally.

Any changes to the commissioned products/services or the process flows must be approved by the client before implementation.

The supplier undertakes to grant access to all facilities and records related to the relevant order to the client's customer, responsible regulatory authorities, and representatives of the client.

The supplier undertakes to pass on all relevant requirements, including possible key features, to downstream suppliers.

### 13. Passing of Risk

Regardless of whether carriage-paid delivery is agreed and whether we assist in loading and unloading or storage, the risk passes to the client at the beginning of loading.

### 14. Severability Clause

If individual provisions of these General Terms and Conditions are or become invalid or void in whole or in part, the validity of the remaining provisions shall not be affected.

The invalid or void provisions shall be replaced by a provision agreed upon by the contracting parties that economically achieves the purpose recognizable to both parties.

### 15. Jurisdiction

For all legal relationships between us and the client (including foreign clients), German law applies.

The place of jurisdiction for both parties is the registered office of our company (district court Burgwedel). However, we are also entitled to choose the general place of jurisdiction of the client.

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