

General Terms and Conditions for EMV testing services provided by SERCO GmbH

November 2002

1. Area of application

- 1.1 These General Terms and Conditions apply to all services provided by the EMV laboratory between SERCO and its client unless agreed otherwise in writing.
- 1.2 The client's contradictory General Terms and Conditions are herewith rejected. These shall not apply even if they are contained in the supplier's confirmation of order and SERCO does not reject them; silence by SERCO means rejection.
- 1.3 If there are contradictions in the previous mutual contractual declarations or letters of confirmation, the contract shall enter into force according to SERCO's General Terms and Conditions also in the event of the provision of a service.

2. Type and extent of the service

- 2.1 SERCO shall provide the services of the EMV laboratory to the client according to the recognised rules of engineering (e.g. DIN, VDE standards).
- 2.2 The test object must be operable by SERCO using enclosed directions of specific knowledge or by the client's staff.
- 2.3 For testing at the client, the test object shall be provided to SERCO ready to use. For testing in SERCO's test laboratories, SERCO shall receive the test object with all accessories and parts required for operation, notably connection cables, plugs, adaptors, sockets and sensors. Spare parts shall be provided by the client for testing.
- 2.4 A test report shall be drafted regarding the testing according to DIN EN 45001, unless agreed otherwise.

3. Delivery dates / delay

- 3.1 Compliance with delivery dates assumes that the client has fulfilled all its obligations in respect of authorisations, the provision of necessary documents such as operating directions, lists of all operating conditions, provision of data material and the creation or authorisation of specifications.
- 3.2 The delivery date is complied with if the test report has been sent or given to the client.
- 3.3 If SERCO is prevented from the timely implementation of its tests and deliveries as a result of an unforeseen event, notably *force majeure*, labour dispute and its consequences, works disruptions, transport problems, changes to statutory provisions, official measures or directives, it shall demand additional time for testing and delivery, but at least for the period of the delay.
- 3.4 If the agreed testing or delivery time is exceeded or if the time is extended according to III.3., the client can demand a contractual penalty for delay of 0.5% for each full week of delay, but not more than 5%, insofar as it can demonstrate losses.
- 3.5 The client's right to withdraw after unsuccessful expiration of a subsequent period set for SERCO shall remain unaffected.
- 3.6 Additional rights or claims, notably for compensation, are excluded in all cases of delayed testing, also after expiration of a subsequent period set for SERCO. This shall not apply insofar as there is liability in cases of culpable or gross negligence.

4. Acceptance / transfer

- 4.1 With the transfer or receipt of a test report or report about the testing services, it is considered accepted.
- 4.2 Testing is considered completed upon return of the test object, including accessories.

5. Warranty

- 5.1 SERCO guarantees that the EMV tests shall be performed with the expert knowledge and care offered. Moreover, it guarantees the correctness of the testing report at the time of transfer according to IV.1.
- 5.2 If changes are made to the test objects by the client after the tests have been performed, it parts are changed or other materials used, any guarantee by SERCO for the correctness of the test report shall lapse.

6. Liability

- 6.1 SERCO is liable for personal damage caused by it up to a total amount of €500,000 per loss event for material damage.
- 6.2 SERCO is not liable for damage to the test object resulting from the testing.
- 6.3 Additional claims for compensation against SERCO – for whatever legal reason – notably for indirect and subsequent damage, are excluded. To this extent, the client exempts SERCO from third party claims. Clauses 1 and 2 of this VI.3. shall not apply insofar as there is liability towards the client in cases of culpable or gross negligence.
- 6.4 The client shall ensure that the data from data material required for the test is provided in a machine readable format until completion of the testing. SERCO is not liable for loss of data during EMV testing. The client must backup its own data on appropriate technical equipment.

7. Remuneration

- 7.1 The EMV testing shall be performed for the agreed prices. The agreed remuneration and shipping costs incurred are payable within 10 days of the invoice date along with the value-added tax applicable at the date of invoice.
- 7.2 All other claims notwithstanding, SERCO reserves the right to charge default interest at the statutory interest rate in all cases of arrears.

8. Confidentiality

- 8.1 SERCO shall treat all confidential information gained during the testing as confidential.

9. Concluding provisions

- 9.1 All agreements, regardless of whether they are agreed during or after conclusion of the contract, require the written form.
- 9.2 Should individual provisions of this contract be or become invalid, the validity of the remaining provisions shall be unaffected thereby.
- 9.3 The law of the Federal Republic of Germany shall apply.
- 9.4 Place of performance is the respective place of the testing.
- 9.5 Place of jurisdiction is Bonn. SERCO's right to sue in another permissible place of jurisdiction remains unaffected hereby.