

1 General

1.1 CETA Testsysteme GmbH's calibration laboratory was accredited for mechanically measured variables in the field of pressure in 2004. It is affiliated to the parent company CETA Testsysteme GmbH, Hilden.

1.2 In our accredited calibration laboratory, conformity assessments and calibrations are carried out in accordance with mandatory standards and directives, and on the basis of the following condition.

1.3 Conflicting terms and conditions of the Client are excluded herewith.

1.4 The T&Cs of the calibration laboratory of CETA Testsysteme GmbH are announced on our home page <http://www.cetatest.com/download/allgemeine-informationen/>.

2 Orders

2.1 Orders for conformity assessments and calibrations are to be addressed to CETA Testsysteme GmbH in writing.

2.2 The Client will usually receive confirmation of the order within 3 working days of receipt of the order. Modifications and additions to the ordered performances must be confirmed.

2.3 The contractual basis between CETA Testsysteme GmbH and the Client commences upon confirmation of the order by CETA Testsysteme GmbH.

3 Allocation of subcontracts

CETA Testsysteme GmbH is entitled to allocate parts of the calibration performances ordered as subcontracts. Only DAkkS-accredited calibration laboratories will be chosen as subcontractors.

4 Transport of the devices/objects to be worked upon

The costs of transport, customs clearance and packaging materials of the object to be worked upon, are for the Client's account.

5 Calibration certificates

The reproduction or publishing of calibration certificates is prohibited, whether in whole or in part, without the express prior agreement, in writing, of the calibration laboratory of CETA Testsysteme GmbH.

6 Withdrawal of calibration certificates

6.1 Recall and withdrawal of calibration certificates may be regulated by law. Insofar as this is not the case, the calibration laboratory of CETA Testsysteme GmbH is entitled to withdraw a calibration certificate it has issued, or to declare it to be invalid, if it subsequently ascertained that the conditions of issuance of the calibration certificate are no longer fulfilled, unless the Client provides compliance with the issuance requirements by means of corrective measures. The calibration laboratory of CETA Testsysteme GmbH shall give the Client the opportunity to make a written statement before withdrawing a calibration certificate.

6.2 Any claim of the Client's for damages following the withdrawal or declaration of invalidity of a calibration certificate shall not be valid, unless the Client has suffered damages due to the wilful or grossly negligent conduct of the calibration laboratory of CETA Testsysteme GmbH or its employees.

7 Complaints and supplementary performance

The Client is entitled to make a complaint about the conformity assessment or calibration performance of the calibration laboratory of CETA Testsysteme GmbH. Insofar as the complaint is justified, the calibration laboratory of CETA Testsysteme GmbH will provide the suitable remedy without cost to the Client. The legal claims for defects apply.

Complaints are to be made in written or verbal form to the calibration laboratory of CETA Testsysteme GmbH.

8 Confidentiality

Confidential information, as well as trade and business secrets, will be treated confidentially by CETA Testsysteme GmbH, and will only be transferred to third parties with the Client's agreement. This does not apply to matters which are obvious or whose significance does not merit secrecy, or which are disclosed in fulfilment of a legal obligation. All employees of the calibration laboratory of CETA Testsysteme GmbH are legally bound to secrecy.

9 Liability

9.1 CETA Testsysteme GmbH is liable for damages which the Client suffers in connection with provision of the service, insofar as the damages have been caused by wilful or grossly negligent conduct.

9.2 The Client is liable to CETA Testsysteme GmbH for the accuracy of the data requested in the order confirmation. Furthermore, the Client is liable to CETA Testsysteme GmbH for damages which occur to objects being calibrated due to hidden defects or defects which are not communicated by the Client.

9.3 The corresponding contractual basis rests exclusively on the law of the Federal Republic of Germany. The legal venue is Düsseldorf, Germany.