

**General Terms and Conditions of Business (AGBs)  
of the *Physikalisch-Technische Bundesanstalt***

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**1 General**

1.1 The *Physikalisch-Technische Bundesanstalt Braunschweig und Berlin* (PTB) is a statutory body under public law without legal capacity within the sphere of action of the *Bundesministerium für Wirtschaft und Energie* (Federal Ministry of Economics and Energy).

1.2 PTB renders services exclusively on the basis of the undermentioned terms and conditions, insofar as nothing else has been stipulated through legal provisions or technical standards for a certain service.

1.3 Any conflicting General Terms and Conditions of Business of the customer are herewith excluded.

1.4 The AGBs of PTB have been made generally known through posting on the INTERNET at <http://www.ptb.de> under the heading "METROLOGICAL SERVICES".

**2 Order**

2.1 Orders for services are to be addressed to PTB in written form.

2.2 In general, the customer receives a written order confirmation within 14 days upon receipt of the order. Alterations and supplements concerning the commissioned services must be confirmed in writing. PTB reserves the right to defer or decline services for the execution of which there is no obligation.

2.3 The contractual relations between PTB and the customer commence with the order confirmation by PTB.

**3 Placing of sub-orders**

PTB is entitled to assign parts of the commissioned services as sub-order. As subcontractor only those bodies are chosen which fulfil the requirements of the legal regulations and the respective valid standards and of whose competence PTB has assured itself of in each individual case.

**4 Charges and Payment**

4.1 The charges of the order are calculated on the basis of PTB's Price List in the version that is valid at the time the order is received by PTB. In addition to the charges, PTB also invoices further costs arising for services and the supply of material and equipment from other authorities and third parties (e.g., experts, translators, boxes), for travel expenses including daily allowance, for packaging, shipping and customs duties as well as for import sales taxes, if applicable.

4.2 PTB can make the execution of the service dependent on prior payment of the presumably arising charges. An estimate of cost is always nonbinding.

4.3 Payment is due 17 days after the date of the invoice. Furthermore, PTB is entitled to claim default interest and other default damages from the customer in accordance with the general legal provisions. Bank fees shall always be borne by the customer.

4.4 Cash discounts for prompt payment will not be granted.

**5 Transport of the processed device/object**

Transport of the objects to be processed is effected "carriage forward" only and uninsured at the sole risk of the customer, insofar as nothing else has been expressly agreed upon.

PTB does not accept calibration objects which are shipped using an ATA Carnet and will return these at the expense of the customer.

**6 Reports on findings**

Reports on findings may neither be copied nor published in extracts, except with the express written approval of PTB. The customer is not permitted to use PTB logo in advertising.

**7 Withdrawing reports on findings**

7.1 PTB has the right to withdraw a report on findings which it has issued, or to declare it invalid, if it turns out subsequently that the preconditions for the issuing of the report on findings are no longer present, unless the customer provides, through

appropriate corrective action, compliance with the issuing requirements. Before a report on findings is withdrawn, PTB allows the customer opportunity to comment on the matter.

7.2 The customer has no claim for damages after the withdrawal or annulment of a report on findings unless the customer has suffered a loss or damage as a result of intentional or grossly negligent conduct on the part of PTB or its employees.

**8 Complaints and non-fulfilment**

The customer has the right to make a complaint about the services rendered by PTB. Such a complaint is to be addressed – in written form and within three months of notification of the findings – to the department of PTB which rendered the service. Insofar as the complaint is justified, PTB will provide suitable remedy without costs ensuing for the customer. If the customer's complaint is unjustified and should costs accrue for PTB in the course of investigating the matter, then the customer is obligated to reimburse the costs. Legally granted compensation for complaints remains unaffected, insofar as it is applicable to the service.

**9 Confidentiality**

Confidential information as well as business secrets are treated confidentially by PTB and are passed on to third parties only with the consent of the customer. This does not apply to facts that are evident or not significant enough to require secrecy or whose disclosure is a legal obligation. All employees of PTB are legally bound to discretion.

**10 Liability**

10.1 According to legal provisions, PTB is liable without any restrictions for damages incurred by the customer in connection with the rendering of services if these damages have been caused by intentional or grossly negligent conduct. For damages caused by slight negligence, PTB is liable to the customer only if the damages are due to a breach of contractual obligations (cardinal obligations). This limitation of liability also encompasses the respective legal representatives and vicarious agents.

In the case of personal injury, PTB is liable without any restrictions – also if the damage was caused by only slightly negligent conduct on the part of PTB or on the part of its legal representatives and/or vicarious agents.

10.2 Employees of the customer who are staying on the premises of PTB in connection with an order have to observe the safety regulations and protective provisions effective at PTB.

10.3 The customer is liable to PTB for the correctness of the information required in the order confirmation as well as for the correctness of the documents submitted in connection with the contractual relationship. Furthermore, the customer is liable to PTB for damages arising due to covert defects or defects on test objects that the customer neglected to inform PTB about.

**11 Miscellaneous**

11.1 Each individual contract is subject exclusively to the legal system of the Federal Republic of Germany. Court of jurisdiction is Braunschweig.

11.2 Should individual provisions of these AGBs be invalid, then the validity of the remaining provisions shall remain unaffected.