

**General Terms and Conditions of Business (AGB)  
of the *Physikalisch-Technische Bundesanstalt*  
for conformity assessments, testing, measuring and  
calibration services**

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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 Technologie* (Federal Ministry of Economics and Technology).

1.2 The PTB renders for customers conformity assessments including type approvals as well as testing, measuring and calibration 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 AGB of the PTB have been made generally known through posting on the INTERNET at <http://www.ptb.de> under the heading -Services-.

## **2 Order<sup>1</sup>**

2.1 Orders for conformity assessments, testing, measuring and calibration services are to be addressed to the 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. The PTB reserves the right to defer or decline conformity assessments, testing, measuring and calibration services for the execution of which there is no obligation.

2.3 The contractual relations between the PTB and the customer commence with the order confirmation by the PTB. In the case of applications for the execution of an administrative act, the legal relationship of the applicant with the PTB begins with receipt of the application.

## **3 Placing of sub-orders**

The 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 the PTB has assured itself of in each individual case.

## **4 Costs**

4.1 The costs of the order are calculated in accordance with calculated average fees or – if invoicing is effected according to actual time expenditure – according to hourly rates, on the basis of the PTB Regulations Governing Charges applicable for the particular service in the currently valid version. Value-added tax (VAT) will be shown separately at the currently applicable rate and charged in addition to the average fees or hourly rates. Outlays will be invoiced separately. The PTB is furthermore entitled to charge the customer for possibly incurred payment reminder and collection expenses. Bank charges are always to be borne by the customer.

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

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

The costs for transport, customs clearance and packing materials for the processed object are borne by the customer. 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.

## **6 Reports on findings**

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

## **7 Withdrawing reports on findings**

7.1 The revocation and withdrawal of reports on findings can be regulated by law. If this should not be the case, the 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, the 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 the PTB or its employees.

## **8 Complaints and non-fulfilment**

The customer has the right to make a complaint about the conformity assessment or the testing, measuring or calibration services rendered by the PTB. Such a complaint is to be addressed – in written form and within three months of notification of the findings - to the department of the PTB which rendered the service. Insofar as the complaint is justified, the PTB will provide suitable remedy without costs ensuing for the customer. If the customer's complaint is unjustified and should costs accrue for the 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 company and business secrets are treated confidentially by the 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 the PTB are legally bound to discretion.

## **10 Liability**

10.1 According to legal provisions, the 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 the 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 this AGB be invalid, then the validity of the remaining provisions shall remain unaffected.

<sup>1)</sup> The term "orders" in this AGB likewise encompasses applications for administrative acts and other services rendered within the scope of a relationship where a customer uses the services offered by the institution under public law.