



General Terms and Conditions

On placing of the order, the following General Terms and Conditions shall apply between the ALPHA Certification Office (hereinafter: Certification Office) and the Client as having been agreed with binding force for both parties.

I. General provisions

For certifications for the area of competence of the Certification Office, the following shall be deemed to be contractual conditions in the order as listed below:

The order on order form (QM 140), the framework agreement (QM 150), as well as the schedule of fees (QM.160) in the version applicable at the time, as published on the Internet at www.alpha-cert.de, as well as the present General Terms and Conditions. All and any other General Terms and Conditions of the Client are herewith expressly contradicted.

II. Basis of certification

1. The basis for the issuance of certificates shall be test reports from the accredited testing laboratories, as listed by the Certification Office and the Low Voltage Agreement Group (hereinafter: LOVAG), which shall be acquired by the Client at his own expense. The issuance of certificates shall be conditional on these test reports being drafted by the respective testing laboratory for the product to be certified on ALPHA/LOVAG test report forms in accordance with the standards and LOVAG test instructions applicable thereto. By issuing certificates, the Certification Office shall not assume any warranty for the correctness of the test results.
2. The Certification Office shall designate to the Client suitable, listed testing laboratories and shall provide to the testing laboratory ALPHA/LOVAG test report forms and test instructions.

III. Confidentiality

1. The Certification Office undertakes to treat as confidential test reports and certification documents and to surrender certificates only to the Client.

IV. Delivery periods

1. The Certification Office undertakes over and above this to adhere to the deadline named in the order confirmation. This shall be conditional on receipt in good time of all and any documents to be provided by the Client and by the testing laboratory implementing the tests, including necessary corrections. In the event of these preconditions not being met in good time, the deadlines shall be extended suitably.
2. In the event of non-adherence to the deadlines being caused by force majeure, such as mobilisation, war, civil commotion, or by similar events, such as strike, lock-out, the deadlines shall also be extended suitably.

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V. Liability

1. The amount of any liability of the Certification Office – for whatever legal reason – shall be limited to an amount of damages of EURO 100,000 per claim. This shall not apply insofar as statutory liability is prescribed, such as in accordance with the German Product Liability Act (*Produkthaftungsgesetz*), in cases of intent, of gross negligence, of injury to life, limb or health or violation of material contractual obligations. The liability claim in respect of the violation of material contractual obligations shall however be limited to loss which is typical of such type of contract and which is predictable, insofar as there is no intent or gross negligence, and no liability applies in respect of injury to life, limb or health. This shall not give rise to any change in respect of the burden of proof to the disadvantage of the Client.
2. Insofar as the Client is entitled to any liability claims against the Certification Office, such claims shall lapse within twelve (12) months, calculated from the commencement of the statutory limitation. This period shall not apply insofar as the law prescribes longer periods in accordance with sections 438 subsection 1 No. 2, 479 subsection 1 and 634 a subsection 1 No. 2 of the German Civil Code (*BGB*).

VI. Defects

1. At the option of the Certification Office, the latter shall either correct defects or incorrect information contained in the certificate free of charge, or it shall draw up a new certificate. Complaints about defects on the part of the Client shall be made in writing without delay. More extensive complaints shall be subject to the Code of Complaints of the Certification Office.

VII. Complaints

1. All and any complaints regarding decisions in respect of the issuance, denial and withdrawal of certificates should primarily be dealt with amicably by way of negotiations between the Certification Office and the Client.
2. If such negotiations are not successful within a period of three months of receipt of the complaint, the head of the Technical Commission (*Technische Kommission*) ALPHA e.V. shall convene an arbitration committee within a period of six (6) months of receipt of the complaint. Documents that have not been submitted by this time cannot be taken into consideration. The responsibility of the arbitration committee shall be the resolution of the dispute in arbitration proceedings.

This arbitration committee shall consist of a chairman, who shall be appointed by the chairman of the Technical Commission, and two representatives each of the two parties. The language used in the proceedings shall be German. The applicable law shall be German law. The arbitration committee shall have its seat in Frankfurt/Main.

3. If the arbitration committee's attempts at conciliation do not produce a settlement of the dispute within three (3) months of the commencement of the arbitration proceedings, the complaint shall be forwarded to DATech, and this shall be followed by arbitration proceedings at DATech.
4. In the event of the failure of the arbitration proceedings at DATech, the disputes pursuant to no. 1 shall be finally settled in accordance with the Arbitration Rules of the German Institute of Arbitration e.V. (DIS) without recourse to the ordinary courts of law. The place of arbitration shall be Frankfurt/Main.

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VIII. Venue and applicable law

1. Except for the cases described in section VII no. 1, all and any disputes shall be settled by due process of law, the venue being Frankfurt/Main.
2. German substantive law shall apply in respect of the legal relations related to the present Terms and Conditions, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

IX. Binding contract

1. In the event of any of the provisions being legally ineffective, the remaining provisions of the contract shall nevertheless have binding force. This shall not apply if abiding by the contract would constitute an unreasonable hardship for one of the parties.

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ALPHA Certification Body

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