



General Terms and Conditions

MU 202_e (010/10.08.2023)

I General

1. The company DTC AG provides services based on written contracts. If any of the client's ordering conditions are in contradiction with these general terms and conditions, they should be not binding for DTC AG, even if DTC AG has not expressly contradicted the ordering conditions.
2. DTC AG retains the ownership and copyright for all documents generated by DTC AG, especially technical drawings and data in connection with the order or offer until the services have been paid for in full. This does not include audit reports, confirmations and certificates. DTC AG also reserves the right to keep test items and auxiliary materials that pose a safety hazard should they continue to be used. If the client agrees not to put the test items and auxiliary materials into circulation, the client may take delivery of them.
3. The audit reports and confirmations are to be archived for 10 years.
4. DTC AG shall not pass on information, results etc. to third parties without the written consent of the client. If necessary or upon request, the official bodies and authorities (e.g. FEDRO, STVA, FOT, FOCA, etc.) must be granted insight or provided with documents (without additional feedback to the customer). If the client is liquidated, insolvent or bankrupt with no legitimate legal successor, all rights regarding the documents generated by DTC AG transfer to DTC AG.
5. DTC AG and the client shall guarantee not to disclose to third parties any confidential information obtained in the course of the order. Special confidential points will be governed contractually.
6. DTC AG is permitted to interrupt or stop work for the order if:
 - a) the client does not pay the agreed fee in whole or in part despite its being due and having been reminded in good time;
 - b) the client does not fully and on time fulfil the obligations incumbent upon it/transferred to it;
 - c) DTC AG acknowledges that the test items and auxiliary materials brought in by the client may represent concrete dangers for people or things.In these cases, the client will compensate DTC AG for any damages, and pay any expenditure resulting from the work being interrupted or stopped.
7. If the client countermands or cancels an order with no fault on the part of DTC AG, then DTC AG has the right to charge the client for the costs incurred prior to the countermand or cancellation.
8. If the client does not take possession of the order-related test items and auxiliary materials within one year after completion of the order or after three reminders, these shall become the property of DTC AG.
9. The client's contractual rights are not transferrable or assignable without the consent of DTC AG.

II Service period

1. For it to be deemed that all deadlines have been adhered to, the client must fulfil all obligations that are incumbent upon it in order to guarantee that the deadline is ensured.
2. If it can be proven that the service deadlines have not been respected by DTC AG because of force majeure or other such like instances out of its control, DTC AG is authorised to postpone the work or stop it totally or partially.

III Fulfilment

1. DTC AG will carry out the services it has taken on to the best of its knowledge and ability in accordance with recognised codes of practice.
2. The contractually owed service is fulfilled when the report on the result of the tests, examinations or studies have been delivered or the work has been handed over, as long as nothing else has been agreed to.
3. Results and final documents belong to the customer and will not be disclosed to third parties.

IV Duties of the client to collaborate

The client must supply DTC AG with any information, objects or documents that are required to carry out the order properly and expertly. The client must also point out to DTC AG any particular risks that the company or its employees may be exposed to by acquiring its test items and auxiliary materials.

V Payment, retention right, fees

1. DTC AG reserves the right to make one or more invoice statements and to hand over the test documents and / or test items only upon complete payment of the claims. If the payment deadline is exceeded, DTC AG reserves the right to charge late-payment interest in accordance with current business practice.
2. It is not allowed to hold back payment or to offset any counterclaims that have not been recognised by DTC AG.

VI Guarantee for service or sales agreements

1. For defects as defined by legal provisions, and for the lack of assured characteristics when the risk is transferred, DTC AG provides a guarantee for a period of 6 months from the day on which the subject of the agreement was transferred to the client.
2. If the subject of the agreement can be proven to be faulty or it can be demonstrated that the contractually assured characteristics are lacking, DTC AG, will supply a replacement, of its choice. The exclusion of any further warranty applies whether a replacement or improvement is offered. The client must inform DTC AG immediately in writing of any objections with (thorough) reasons.
3. The client reserves the right to rescind the contract (cancellation of the sale) or to reduce the fee (reduction) if DTC AG lets an established, appropriate extended deadline expire without providing a replacement or improving the subject of the agreement.
4. The guarantee becomes invalid if the subject of the agreement is altered by the client or a third party. This also applies if the client or a third party attempts to rectify defects without the permission of DTC AG.

VII Risk, Liability

1. DTC AG may not be held liable for damage, including consequential damage that results from or following the exploitation of the services supplied by DTC AG, if this is legally permissible.
2. For damage to test items and auxiliary materials relating to the order that have been passed on to DTC AG, the latter is only liable if such damage was caused intentionally or through gross negligence. DTC AG is only liable for material damage to test items and auxiliary materials, by way of derogation from clause 1, within the framework of the insurance taken out by it, and up to the sum of CHF 5,000,000 per case of damage. The condition for this however is that the individual values or manufacturing costs of the test items and auxiliary materials made available or supplied to DTC AG do not exceed CHF 100,000 for lorries or personal vehicles, or CHF 10,000 for motor cycles. Liability above this amount for property damage will not be accepted. Consequential damages arising from property damage will not be indemnified.
DTC denies all liability for damages to test items and auxiliary materials that were given to DTC AG for testing, where such damages were generated in the course of activity pursuant to the order but are attributable to defects in the test items and auxiliary materials.
3. For damage that is inflicted upon the client's staff who are located within the vicinity of DTC's work stations with the consent of DTC AG, DTC AG will only be held liable if the damage was intentional or due to gross negligence. For damage caused through negligence alone, the client will release DTC AG of liability. To the extent allowed by law liability shall be excluded in all other cases.
4. For damage that results following failures in electronic systems, computers, measuring equipment and similar or where the cause lies in faulty operation or programming, DTC AG will only be held liable in cases where the damage was caused intentionally or through gross negligence. Consequential damage will not be rectified as long as this is legally permissible. The obligation of DTC AG, to supply computer services to the best of its knowledge and ability remains unaffected.
5. To the extent allowed by law, for miscellaneous damage and claims made against DTC, regardless of the legal grounds, DTC AG may only be held liable if the damage was caused intentionally or through gross negligence, and the amount of indemnity shall not exceed the agreed sum of the order.
6. If infrastructure (with or without compensation) is rented or provided or there are circumstances in which DTC AG does not appear as the event planner or organizer, DTC AG transfers to the client liability for all personal and property damage that is caused by participants' vehicles or other vehicles and/or devices used at the event. By signing the order, the client confirms that it is adequately insured with regard to the aforementioned personal and property damage and also in particular for the employees and assistants used by the client.



7. DTC AG transfers to the client the liability for property damage to the infrastructure of DTC AG which occurs through errors, defects or incorrect operation (e.g. material or design defects) of test items and auxiliary materials (e.g. vehicles).
8. Components used in fatigue tests have a (partial) damage and are no longer considered as new. Therefore, they should not be placed on the market anymore.

VIII Violation of industrial property rights

1. If the client, while using the service in accordance with the contract violates an industrial property right, DTC AG will release the client of the liabilities to pay, either established legally or similarly through the consent of DTC AG. This is only permissible on the condition that the client informs DTC AG immediately in writing of all claims made against it and of the subsequent legal proceedings, issues DTC AG with authorisation to pursue the law suit, and provides comprehensive support.
2. DTC AG is authorised, of its own volition to bestow the client with the right to continue to use the service, to exchange the service or to change it in such a way that an infringement of property rights ceases to exist. If the above measures cannot be executed for DTC AG under economically appropriate conditions, DTC AG is permitted to withdraw the service and accredit the client with the diminished value. The client does not have any other rights than those mentioned above, which includes in particular damage claims.
3. If the industrial property rights violation can be justified by the client, the client will release DTC AG of claims by third parties and will reimburse any legal defence costs.

IX This contract is subject to Swiss law

DTC AG reserves the right to decide on the competent court.