

Special conditions for the calibration service by the HIGHVOLT Calibration Laboratory

I. Scope of Application

If in the individual contract no other conditions are specified, the "General conditions for the supply of products and services of the electrical and electronics industry" (GC) and the following special conditions apply:

II. Content and handling of calibrations

1. The date of calibration has to be agreed between the contractor and the customer. If, due to reasons of his own responsibility or force majeure (also weather conditions), it is not possible for the contractor to meet the agreed calibration date customer's claims against the contractor are excluded.

2. The contractor performs the calibration service specified in the contract if the necessary requirements are met.

3. In the case of on-site calibrations at the customer's premises, the customer is responsible for providing the necessary voltage or current sources and for the operation of its test systems. The contractor is responsible for the operation of his calibration equipment.

In the case of calibrations in the stationary HIGHVOLT calibration laboratory, the customer has to provide the documentation necessary for the operation of the delivered measuring devices, unless he is present during the calibration and operates his measuring devices himself.

4. The measurement results are valid for the moment of the calibration and for the measuring conditions applied during the calibration (environmental conditions, settings of instruments, software etc).

An impugment of the measuring results by legal means is excluded.

5. The contractor's staff has to comply with the safety regulations of the relevant Employers Mutual Insurance Association BG ETEM ("Energie Textil Elektro Medienerzeugnisse").

Before calibration, the contractor has to be informed by the customer about additional safety regulations and special conditions.

The customer has to take all measures to comply with statutory and other regulations relating to accident prevention on site.

6. Measurements on demand of the customer may be refused by the contractor if he has considerable concerns regarding their execution (e.g. concerning safety regulations or performance of the systems).

7. The contractor issues Calibration Certificates according to the guidelines of the Deutsche Akkreditierungsstelle GmbH in German or English language.

If, upon customer's demand, the contractor translates the Calibration Certificates into another language any claims on the correctness of the translation are excluded. In case of doubts only the German or English version is valid.

Calibration certificates may not be published or forwarded other than in full.

Conformity declarations are only made within the range confirmed by measurements.

A copy of the Calibration Certificate will be stored by the contractor at least for 5 years.

8. Complaints about the calibration are only valid if made in writing. They are only accepted by the contractor within a time limit of one month after the issuing date of the Calibration Certificate if no other agreement was made in advance.

In case of reasonable complaints, the contractor issues a revised and accurate Calibration Certificate and retracts the faulty one for destruction.

III. Liabilities

1. The contractor is only liable for the inaccurate handling of the calibration in case of irresponsibility or gross negligence.

2. The contractor is not liable for the quality and the performance of the calibration object. If the contractor, based on his measurements or knowledge, has reasonable concerns regarding the quality and the performance of the calibration object, he has to inform the customer immediately. If necessary, the calibration has to be interrupted or, if not started yet, refused.

The risk of accidental loss and damage or accidental change of performance of the calibration object has to be borne by the customer. During calibrations, the contractor is only reliable for damages according to chapter XI of the GC.

3. During on-site calibrations the customer, if responsible, is reliable for damages made to the calibration equipment of the contractor, including cases of larceny at the customer's premises.

The contractor is authorised to demand from the customer the conclusion of a liability insurance of sufficient kind and value.

4. The contractor is not liable for the packing and the transport of calibration objects if not otherwise specified in the contract.

The contractor will immediately inform the customer if he notices inappropriate or damaged packing.

IV. Confidentiality

1. All information regarding the calibration and the customer will be treated as confidential by the contractor.

2. On the other hand, information about the calibration laboratory will be treated as confidential by the customer as well.