

## General Conditions for Testing Services of company ACTS GmbH & Co. KG („ACTS“)

The following general conditions for Testing Services are part of the contractual agreement. By placing an order the customer consents to these terms & conditions. Deviations from the terms & conditions are legally void, unless you have written permission from ACTS in advance.

Otherwise, the legal regulation of the Bürgerliches Gesetzbuch (BGB, civil code) is being applied.

Place of jurisdiction is Aschaffenburg/Bayern.

- The fulfilment dates for the test performance need to be confirmed by both parties.
- At the latest one week prior to test performance the customer will inform ACTS about the detailed test requirements and will specify an authorized contact person who will be able to answer questions regarding test preparation and with whom we can get in touch for consultation/approval of technical modifications or date change.
- According to DIN EN ISO/EC 17025:2018 it is necessary to specify a decision rule for conformity assessments, which are within the scope of our accreditation as testing laboratory. As a standard specification we use the ACTS decision rule. This means that conformity statements are made with a probability of at least 50%. If any other customer-specific agreement deviating from this is requested, this must be communicated when the order is placed, at the latest, however, four weeks prior to the test. The information that a customized decision rule is to be applied must be communicated in due time to both the commercial and the technical contact person in our company. We reserve the right to review the customized decision rule regarding its technical feasibility. If we recognize any need for clarification, we will contact you again immediately (see annex: Marginal conditions of testing....)
- Vehicles and test parts will be provided by the customer free of charge, carriage paid.
- In case that the offer contains deviant transport services, transports are covered by default with a value up to 250,000 US\$. ACTS is to be notified if the cargo is of higher value, so that we can guarantee appropriate insurance.
- For detailed information regarding our delivery guidelines (e.g opening hours, supply notification, packaging) please refer to the binding ACTS-Supply-Chain-Guideline. The latest version is available at <https://www.magna.com/de/produkte/ingenieurleistungen/produkt/vehicle-safety-testing>.
- The customer will ensure that all vehicles and test parts provided can be used for the tests quoted.
- The required test costs and duration assume no modifications to parts or test vehicles exceeding a standard preparation. Any additional expenses caused by the adaptation and modification of test parts exceeding standard preparations will be announced in advance and will be charged in accordance with the customer.
- Extra hours needed are to be signed by the customer on the corresponding time sheets and will be charged according to the valid hourly rates.
- Costs occurring through damage of measuring and test equipment, which lie within the customer's responsibility, will be charged separately.
- Data exchange will take place via Managed File Transfer System (MFT). If required, customer portals can be used. In this case the customer is bound to forward all necessary login data in advance. In exceptional cases the exchange of data by mobile storage device is possible, though the device has to be encrypted. Additional expenses will be charged to the customer.
- Communication between the customer and ACTS will take place via e-mail and uncoded. Upon request we will establish a coding in a customer defined format. Additional expenses will be charged to the customer.
- The duty of data saving ends two weeks after transfer to the customer. Any legal requirement for data saving remain unaffected hereby. Data saving over the period of two weeks is a charged service and has to be ordered separately.
- All services provided by ACTS are executed with the required business care and confidentiality. If ACTS intends to make information freely accessible the customer will be informed in advance. Generally all other information will be considered as confidential, unless the information is made public by the customer itself or something else was agreed between the parties.
- Information is classified in terms of legal requirements, value, criticality and sensitivity to unauthorized disclosure or modification. An appropriate set of procedures for information labeling is developed and implemented in accordance with the information classification scheme adopted by the organization.
- An insufficient or faulty execution of the order has to be proven by the customer.
- In case of complete failure in test execution which lies in ACTS responsibility, ACTS only takes the liability of up to the single order amount for the test concerned.

- No liability will be assumed for test parts or test vehicles.
- In order to minimize the risk for both parties prior to test execution - ACTS is to be notified in writing of the test objective as well as the most important data channels and most important high speed video cameras. Thus we will possibly be able to implement redundant data channels.
- In case of breakdown of single data channels which generate data relevant to the test e. g. camera or data channel breakdown, our regulation concerning "liability in case of data channel breakdown" (Haftungsvorschlag bei Messkanalausfall) will be applied.
- Client and supplier are both entitled to cancel a project charter in observance of the following deadlines:  
Both parties have to accept a cancellation period of 10 working days before the planned test date. After a long-term cooperation within a project from the fourth month the cancellation period increases to 20 working days before the planned test date. In the event of a cancellation by the customer any services delivered by ACTS, any cancellation and abortion expenses occurred and verified as well as any third party claims from the customer will be charged by ACTS in consideration of the mutually agreed project payment schedule.
- Each party may cancel this agreement in writing with immediate effect without observance of any deadline in case of the following incidence: Opening of insolvency proceedings over the assets of one of the parties. Or rejection of a respective application due to lack of funds.
- These General Conditions for Testing Services are being drafted in German and in English. In case of a discrepancy of the two versions, the German version shall prevail. The English version shall only be considered for translation convenience purposes.