

Form for identifying the test procedure for KNX products (Request for an offer)

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Contact details:

Company:		Contact:	
Street:		Tel:	
Town/City		Fax:	
Country:		E-mail:	

Name of device:	
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Fundamentals for preparation of an offer

The costs for test are calculated according to the level of work involved.

You can reduce the costs of the test by carrying out pre-requisites for various steps in the test procedure, e.g. prepare the necessary test equipment.

In the section below, please provide as much information as possible relating to the device that is to be tested (test device), so that we are able to draw up as accurate an offer as possible.

Information about the test device:

The following information is essential for the preparation of an offer:

- Description of the application program (for details, please see minimum requirements).
- Registered VD file.

Please send the documents to knx-prueflabor@elsner-elektronik.de.

In order to test the device, the customer must provide the material contained in the "minimum requirements" list (see below). In addition to this material, the customer may also provide further documents and services in order to significantly reduce the amount of time required for the test and thus the associated costs.

1. Test setup

What additional equipment is needed for the test?

- Elsner Elektronik should carry out a suitable test setup.
- Description of the test setup shall be submitted by the client.
- The client shall explain the test setup on-site in the test laboratory.
Desired date: _____
- The customer shall deliver the complete test setup with all the necessary equipment.



elsner
elektronik

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2. Proposal for EITT test sequences

- The client shall supply a written test proposal.
- The client shall supply the EITT test sequences.
- The client shall present the test proposal at a meeting in the test laboratory. Desired date: _____

Elsner Elektronik offers training for clients in order for them to learn about EITT test sequences.

- Interest in EITT training.

3. Test

- The client shall assist in the test.
Desired date: _____

4. Test report

- The test report should be sent to the customer.
- The test report should be sent directly to the KNX Association.

Minimum requirements

The following material is absolutely necessary for the test:

- At least 1 test device (series production device)
- Registered VD file
- Description of the application program with the following content:
 - Functional description
 - KNX data sheet for hardware and software
 - Description of the communication objects
 - How the device behaves in the event of bus/mains power supply failure
 - How the device behaves when bus/mains power supply is restored
 - How the device behaves after download

All of the documents, devices and equipment provided to the test laboratory, shall be returned to the customer at the end of the test. Delivery shall be done by package service.

General terms and conditions

The general terms and conditions of Elsner Elektronik GmbH for testing KNX application software form part of all of the offers and contracts of the KNX test laboratory of Elsner Elektronik.

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General Terms and Conditions of Elsner Elektronik GmbH for the testing of KNX application software

1. General information

The General Terms and Conditions – hereinafter referred to as Terms and Conditions – in their respective latest version as well as the relevant technical provisions apply to all the services of Elsner Elektronik GmbH. By assigning an order or placing an order, the Client accepts the full Terms and Conditions. The validity of any conditions used by the Client is excluded even if Elsner Elektronik GmbH does not expressly contradict such conditions. Amendments and supplements must be made in writing. Oral additional agreements shall only be considered valid when they are confirmed in writing. Elsner Elektronik GmbH acts in a neutral and fair-minded way; however, it is only committed to the Client with regard to releasing its findings and test results.

2. Basic principles of the test

The test is based on the following principles:

- EU guidelines
- EN, ISO, IEC standards etc.
- Legal regulations
- Accident prevention regulations
- National technical standards
- Rules for technology and safety features and equipment
- Company internal regulations
- KNX handbook for testing application software

Where EU guidelines exist, these are binding. This shall apply in particular in the event that the national guidelines that stem from the EU guideline contain differences.

3. Reservation

The issuing of a certificate or a statement shall not release the Client from its legal obligations with regard to the third parties. Findings and certificates shall be issued under the reservation of withdrawal at any time. This may, for example, be exercised if this is necessary for bringing the technical guidelines in line with technological developments, or the Client does not duly comply with the obligations and instructions of Elsner Elektronik GmbH.

4. Scope and execution

The scope and execution of the services of Elsner Elektronik GmbH are based on the agreements made, whereby – expressly subject to special provisions – the provisions that are

valid at the time of the inspection or test must be used at all times.

The Client of the products that are to be tested must request or place an order for the test with Elsner Elektronik GmbH in writing. The scope of the technical documents must be agreed in advance with the test laboratory. The Client must fulfil all the requirements that allow for a quick and smooth provision of services on the part of Elsner Elektronik GmbH. The information, documents etc. required for the fulfilment of the Contract must be provided in good time. The Client must provide one or more test samples free of charge, including transportation to and from the test laboratory. The Client has no claims for compensation for damage to the test sample as a consequence of the tests carried out.

5. Performance periods and deadlines

The contractually agreed performance periods and deadlines are based on estimates of the scope of work based on the information provided by the Client. They are only binding, if they are expressly agreed as binding in writing and only start to run when the Client has fulfilled all of the co-operation assistance to be carried out by it in advance (item 4).

6. Test report

The result of the test shall be recorded in a test report. In this report, notes shall be written on all the essential test points. The original test report shall be given to the Client and Elsner Elektronik GmbH shall be given a copy of the report.

7. Repeat tests

In the event that the tested product does not fulfil the set requirements, a repeat test can be carried out for this. This test looks at whether the amendment fulfils the requirements. The amendment shall be documented in the test report. A new test report is created.

8. Liability

Any liability of Elsner Elektronik GmbH for any damage caused by itself, its legal representatives or its assistants is hereby excluded. This applies in particular for damage due to delay, debts upon conclusion of the Contract, positive violation of the Contract, non or poor fulfilment, breach of duty to advise as well as related

tortuous liability. Excluded here is also in particular any liability for subsequent claims and for the drawbacks that emerge for the Client through a test not being passed.

The exclusion of liability shall not apply insofar as Elsner Elektronik GmbH can be found guilty of wilful intent or gross negligence and shall also not apply in the case of death, personal injury or risk to health.

9. Duty of disclosure

The Client has a duty to immediately inform Elsner Elektronik GmbH in writing of any damage or losses that Elsner Elektronik GmbH must answer for.

10. Obligation to pay

Remuneration for all the services provided by Elsner Elektronik GmbH must be paid 14 days after the invoice is issued. Payment must be made freely to the account of Elsner Elektronik GmbH by quoting the reference number.

Elsner Elektronik GmbH is entitled if necessary to issue partial invoices for certain services or performance periods for services or simply provide services in return for advance payment. Additional costs and taxes are shown and calculated separately. A set-off shall only be possible with undisputed and legally defined counter-claims.

Objections to the invoices must be made in writing to Elsner Elektronik GmbH within a cut-off period of 14 calendar days of the invoice date.

11. Withdrawal from the Contract and cancellation of the test

In the event that the legally binding Contract is withdrawn, Elsner Elektronik GmbH is entitled to 10% of the bid amount as expenses, even if no service has been provided.

In the event of cancellation of the test, the cause of which is the responsibility of the Client, the Client must pay for all the costs incurred by Elsner Elektronik GmbH up until that point.

12. Price adjustment

Remuneration for tests is carried out based on the scale of fees that applies in the year the test is carried out. This means that the fees for this specified in the offer could represent guideline values. Other services are also subject to price adjustments, insofar as the binding bid period has expired.

13. Place of jurisdiction

Calw, Germany, shall be the exclusive place of jurisdiction for any disputes arising between the

Client and Elsner Elektronik GmbH from and in relation to the Contract.

14. Legal validity

These conditions shall be considered legally valid from 1 January 2009. Previous terms and conditions or similar agreements shall at that point lose their validity.

15. Final provisions

Supplementary agreements, amendments or additions to these General Terms and Conditions or Contracts must be agreed in writing by Elsner Elektronik GmbH to be considered legally valid.

In the event that an individual provision of these Terms and Conditions is invalid or cannot be carried out, or these Terms and Conditions have loopholes, this shall not affect the validity of the remaining conditions. Instead of the invalid or inexecutable provision, the respective effective or executable provision that commercially comes as close as possible to the sense and purpose of the invalid or inexecutable provision shall be considered agreed.

Elsner Elektronik GmbH
As at: November 2008