General Conditions for performances of the high-pressure test facility for gas meters of qbig GmbH in Leer as

a state-approved testing centre GNI 18 for high-pressure meters, issued by the State Agency for Measurement and Calibration Lower Saxony (Landesbetrieb Mess- und Eichwesen Niedersachsen)

Applicable from 14 October 2020

Technical parameters of the high-pressure test facility parameters

The high-pressure test facility for gas meters of qbig GmbH in Leer can test and calibrate gas meters with rated widths of DN 80 to DN 500 at a volume flow rates of approved Qmin = $13 \text{ m}^3/\text{h}$ up to approved Qmax = $16,000 \text{ m}^3/\text{h}$ at test pressures pe of up to 33 bar and at volume flow rates of Qmin = $13 \text{ m}^3/\text{h}$ up to Qmax = $13,800 \text{ m}^3/\text{h}$ at test pressures pe to 52 bar (hereinafter referred to as the Test).

The maximum installation length of a measurement section is 14.8 metres (14.5 metres + 300 millimetres length compensation).

The maximum volume flow rate is available throughout the year. On request, the gas meter under test will be subject to bidirectional flow at the same setting.

Test conditions

The customer shall notify qbig GmbH of the desired parameters of the test two weeks before the test date at the latest, if this information has not been provided for with the order.

Conduct of the Test

The test shall be carried out in accordance with the applicable requirements stipulated by statutory and official regulations. If the Customer wishes to conduct the Test in accordance with different requirements, this shall be at the risk of the customer and qbig GmbH shall not issue any calibration certificate.

Prices and billing

The prices agreed on conclusion of the relevant agreement apply, in particular those prices detailed in the order or the order confirmation. If a price has not been explicitly set, the prices as per our general price list applicable at the point in time the agreement is concluded shall apply.

Provided no other terms of payment have been agreed, our invoices are payable without deductions within fourteen (14) days of the invoice date. After the expiry of the due date specified on the invoice the orderer shall automatically fall into arrears of payment. If we grant our customers discounts, the amount of the discount shall be calculated from the final invoice amount (including Value Added Tax).

Billing format

The contractual partners agree and agree to sending invoices in electronic PDF format for all invoices between the parties in accordance with § 27 Abs. 38 Nr. 1 UstG.

Delivery and collection

The times for delivery of high-pressure gas meters for testing shall be agreed between the customer and qbig GmbH on ordering. The same applies to collection times for high-pressure gas meters for testing. If nothing is agreed to the contrary, delivery and collection is possible during the usual hours of business from 7:00 am to 4:00 pm on Monday to Thursday and 7:00 am to 12:00 noon on Friday.

In the event of any non-compliance with collection dates qbig GmbH reserves the right to invoice appropriate storage costs.

There is a hall crane available for loading and unloading trucks with a load capacity of 10 tonnes and industrial trucks with a lifting capacity of up to 3.5 tonnes. Use of this equipment is provided free of charge. The units or sub-units to be tested must not exceed the weights specified above for logistics purposes using the equipment of qbig. The same applies to the maximum total measurement section length of 14.8m.

Installation and removal for testing

The installation and removal of high-pressure gas meters for testing on the high-pressure test facility for gas meters of qbig GmbH shall be carried out by qbig GmbH. If special connectors are required due a deviation of the high-pressure gas meter to be tested from the available standard adaptors, these shall, after consultation with the Customer, be procured at its costs. The customer is free to provide special connectors for the test. The pre-condition for this is that these special connectors must have the appropriate pressure testing certificates.

Documentation

qbig GmbH shall compile the documentation of the Test commissioned with the order. If the highpressure gas meter tested meets the measurement accuracy stipulated, a calibration certificate shall be issued.

Warranty

qbig GmbH warrants that the Test shall be carried out and documented carefully, flawlessly and in accordance with sound engineering practice. If any defects for which qbig GmbH is responsible are proven, at the request of the Customer qbig GmbH shall repeat the Test and documentation free of charge. There shall be no further claims, in particular no claims to compensation for damage or for claims resulting from measuring differences.

Liability

The liability of qbig GmbH and its employees and vicarious agents for damage to and the destruction of the high-pressure gas meters transferred to qbig GmbH for testing is – except in the event of gross negligence or intent – limited to the fair value of the relevant meter.

qbig GmbH shall not assume any warranty that high-pressure gas meters and/or measurement sections assembled by qbig GmbH in connection with Tests are free of complaints with regard to compressive strength and tightness. The customer must check the compressive strength and tightness of high-pressure gas meters and measurement sections before these are put into operation. qbig GmbH shall not accept any liability for damage to high-pressure gas meters and measurement sections that occurs after these items leave the premises of qbig GmbH.

Tightness of high-pressure gas meters and measurement sections

The customer guarantees to qbig GmbH that the tightness of the high-pressure gas meters, adaptors and other fixtures the customer transfers meets at least the scope of the test conditions commissioned. A test shall only be conducted if, before the agreed Test date, the customer hands over to qbig GmbH valid pressure test certificates in accordance with recognised standards for all parts affected by the test and that are transferred by the customer.

Confidentiality

qbig GmbH shall treat all information it acquires in connection with the test confidentially. Collaboration with suppliers and service providers, as well as employees, is fundamentally regulated in a separately concluded confidentiality agreement.

Complaints

A description of the complaint process will be made available to all interested parties.

Law

German law applies exclusively to all performances offered or provided by qbig GmbH. The court of jurisdiction for all disputes in connection with performances offered or provided by qbig GmbH is Oldenburg (Oldb.), Germany.