

# GENERAL TERMS AND CONDITIONS FOR MEASUREMENT, TESTING AND CALIBRATION SERVICES PROVIDED BY THE DIAMOND SA ACCREDITED TESTING AND CALIBRATION LABORATORY

## 1. Scope and validity

- ▶ These General Terms and Conditions (GTCs) for Measurement, Testing and Calibration Services govern the conclusion, content and performance of the contractual relationship and the provision of measurement, testing and/or calibration services by the relevant accredited laboratory of Diamond SA, CH-6616 Losone.

They are specific to laboratory activities such as measurements, tests and calibrations, and are complementary to the General Terms and Conditions of Sale and Delivery received by the Customer, which apply to all matters not provided for in these GTCs.

The right to establish in writing special arrangements diverging herefrom shall remain reserved.

These GTCs shall also govern any additional orders placed by the Customer.

## 2. Contractual elements and order of priority

- ▶ The following documents shall form an integral part of the Contract in the following order of priority:
  - a. Order confirmation from Diamond SA;
  - b. Diamond SA offer, including the annexes thereto;
  - c. Any special written arrangements agreed between the parties;
  - d. These General Terms and Conditions for Measurement, Testing and Calibration Services (GTCs);
  - e. Diamond SA's General Conditions of Sale and Delivery.

If any of the above consist of several documents, the most recent document shall apply in the event of discrepancies between the individual documents.

## 3. Performance in general

- ▶ When carrying out measuring and testing activities in the laboratory on samples of optical fibre components or the calibration of optical fibre measuring instruments, it is essential to use standard measuring adapters or standard or specially-developed mounting brackets, subject to prior agreement with the Customer.

For the purpose of carrying out measurements and tests on samples of optical fibre components, these adapters and fixing brackets are mechanically connected in the laboratory to the samples provided and slight, aesthetic damage to the surface of the sample in question as a result of that mechanical connection cannot be ruled out.

Where this is the case, this slight damage shall be assessed based on "best practice rules" and documented only if they are considered by Diamond SA to be a factor affecting the functionality of the samples; they shall otherwise be deemed immaterial. Under no circumstances shall Diamond SA be required to pay damages.

Where necessary for the performance of calibrations on optical fibre measuring instruments, measuring adaptors prescribed by the suppliers of such instruments, and therefore compatible with the instruments concerned, shall normally be used.

In the case of calibration of optical fibre measuring instruments, the laboratory shall limit itself to a preliminary visual check of the optical surfaces and possibly cleaning the optical surfaces using special cleaning devices, as well as to the verification of the absence of defects or malfunctions that could compromise the correct calibration of the instrument in question.

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## 4. Performing environmental tests

- ▶ Long-term environmental tests (climatic or mechanical) may be included in the laboratory assignment, during which unavoidable disruptions cannot be ruled out.

Unless otherwise stipulated by the Customer in advance of the order being received by the laboratory, the test will be continued for the remainder of the time originally planned, the sample remaining in the state it was in at the time of the disruption and without starting the process again from the beginning.

Where this is the case, the deadline for delivery of the results originally planned shall be suspended for the duration of the disruption and the Customer shall not be entitled to assert any claims in this regard.

## 5. Instructions and collaboration

- ▶ The Customer's instructions shall only be binding if provided in writing or subsequently confirmed in writing. Instructions and oral, fax or e-mail communications shall only be accepted if they are given in a separate written document. Other recommendations and suggestions from the Customer shall not be deemed to be instructions and shall not bind Diamond SA.

The Customer shall transmit to Diamond SA, in a timely and complete manner, all the documents and information necessary for the correct use of the material (samples and/or instruments) supplied by the Customer. In the absence of those documents and information, Diamond SA shall not be obliged to perform its services and may terminate the contract and invoice for any services performed up to that point.

## 6. Intellectual property rights

- ▶ A mandate to carry out laboratory activities shall not constitute, in any way and for any of the parties involved, the grant of rights in the intellectual property rights, know-how, patents or copyrights of the other party.

Notwithstanding the above, knowledge arising from and/or acquired in the performance of the assignment assigned to the laboratory and likely to be the subject of intellectual property rights shall be deemed to be the exclusive property of Diamond SA.

## 7. Agreement to the confidentiality of information resulting from the performance of laboratory assignments for third parties

- ▶ In accordance with ISO 17025:2017, which regulates the general requirements and competences of testing and calibration laboratories, all the results obtained during the performance of the laboratory's activities related to an assignment on behalf of an external customer shall be considered confidential for both parties.

All those acting on behalf of the laboratory, even if they belong to other business support units, shall comply with these confidentiality requirements.

The need to use an external service provider for tests that cannot be carried out by the laboratory itself will be notified to the Customer when the details of the assignment are determined. Unless the Customer explicitly objects thereto immediately, the use of an external service provider is deemed to be accepted by the Customer, who shall pay therefor on being invoiced by Diamond SA.

Where this is the case, the laboratory shall ensure that only the information necessary to carry out those tests is disclosed, in accordance with this confidentiality agreement.

The results of the activities of the laboratory for a specific assignment may only be published with the written permission of the Customer.

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Diamond SA reserves the right to use internally any information acquired, without however revealing its origin, in order to improve its products or internal procedures. If the Customer wishes to have a higher level of confidentiality, it must explicitly specify this in writing when placing an order for an assignment. The Customer must inform the laboratory in writing when the order is placed if it intends to put the information and results of the measurements performed for an assignment into the public domain, or if it intends to use them in legal proceedings. The results and information may not otherwise be disclosed to third parties.

The Customer shall, in any case, use the information obtained from an assignment in manner that does not damage the laboratory and Diamond SA in any way, and in particular its image and reputation.

The laboratory shall retain control over the accessibility of this information throughout the mandatory retention period. The laboratory may, however, decide to extend the retention period for this information provided it continues to ensure control over its accessibility. The information shall be securely destroyed at the end of the retention period.

## 8. Data protection

- ▶ The parties shall ensure adequate data protection in accordance with the regulations applicable in Switzerland. In particular, they shall take reasonable economic, technical and organisational measures to ensure that data arising from performance of the contract is effectively protected against unauthorised access by third parties.

Personal data may only be processed for the purpose and to the extent necessary for the fulfilment of the contract and to ensure a high standard of service and security. In this context and for this purpose, personal data may also be passed on to another company within the Diamond Group and to business partners, at home or abroad, to the extent permitted by law.

The parties shall transfer these obligations to any external partners involved in performance of the contract.



Losone, January 2020

A handwritten signature in black ink, appearing to read "Ferdinand", is written over a light blue grid pattern.

President, General Director