

## **General Terms and Conditions** **Environmental Simulation / Technical** **Analysis / Laboratory**

### **Section 1 General, scope**

(1) Our **General Terms and Conditions Environmental Simulation/Technical Analysis/Laboratory** apply exclusively. We do not recognize terms and conditions set by the ordering party which contradict or deviate from our terms and conditions unless we have consented to them in writing.

(2) Our **General Terms and Conditions Environmental Simulation/Technical Analysis/Laboratory** only apply to companies, public corporations or legal persons with special property under public law as defined in Section 310 para 1 BGB (German Civil Code).

(3) Our **General Terms and Conditions Environmental Simulation/Technical Analysis/Laboratory** also apply to all future business transactions with the ordering party.

### **Section 2 Quotations, acceptance**

(1) Our quotations are subject to change without notice unless specified otherwise in the quotation. Binding quotations can be accepted by the ordering party within 21 days, if the binding quotation does not contain a shorter or longer acceptance period.

(2) We accept an order from the ordering party by confirming it in written and binding form. This also applies to any changes or supplements concerning an already existing order. Our written order confirmation prevails with respect to the content and the scope of our business agreements.

### **Section 3 Prices, terms of payment**

(1) Our prices do not include transport, packaging and value added tax. The ordering party pays for the delivery and return delivery of the test material and/or its disposal after the end of the test.

(2) If not agreed upon otherwise, our invoices must be paid for immediately and without any deduction. Any discount must be explicitly agreed upon. If the ordering party falls into arrears with his payments, he must pay default interest amounting to 9% points above the then valid basic interest rate. Any agreed discounts only apply to the complete order value and are no longer applicable if the ordering party reduces the order value at a later date.

(3) The ordering party can only claim a set-off if there are legally determined, undisputed counterclaims or if they have been

acknowledged by us. He can only withhold payment if his counterclaim is based on the same contractual relationship.

### **Section 4 Time of performance, deadlines**

(1) Test dates only become binding after explicit written confirmation by us. They can only be adhered to on condition that the ordering party fulfills his duties of participation in time. If not agreed upon otherwise, the ordering party must submit all documents and material necessary for the execution of the test at least 5 (five) working days before the start of the test.

(2) The times of performance are extended by the duration of the hindrance, if cases of force majeure, working disputes such as strike or lock-out or their consequences or other events which do not lie within our responsibility prevent us from adhering to the agreed time of performance.

(3) If we do not perform the test on time, we are legally liable only if we have caused the arrears intentionally or by gross negligence. If the delay in performance is due to the infringement of a major contractual duty, we are also liable in case of slight negligence. Liability is limited to the typically occurring foreseeable damage.

(4) If the ordering party does not take back the test material in time, he must compensate us for the ensuing damage inclusive of any additional expenses and storage costs. In this case we are also entitled to dispose of the test material upon prior notice and at the expense of the ordering party.

### **Section 5 Scope of performance**

(1) We provide our service in accordance with the acknowledged technical rules and the specifications of international, subject-specific or customer-specific rules and regulations.

(2) We are not obliged to countercheck any statement by the ordering party as to the test material provided by him. Concerning the tests, specifications by the ordering party are considered correct.

(3) Test results and test reports are exclusively relevant to the test material provided. We do not accept any responsibility concerning the relevance of the test results for other materials/objects.

(4) We are entitled to engage third parties for the performance of a part of the total order.

## **Section 6 Ordering party's duties of participation, withdrawal**

(1) The ordering party must indicate specially dangerous test material before placing his order. If he fails to do so, he is liable for any damage caused by his test material.

(2) The ordering party must meet the agreed deadlines for the provision of the test material and the necessary documents.

(3) If the ordering party cancels a legally binding order, we charge compensation for damages on a flat-rate basis of 20% of the order value. This does not apply if the order is cancelled at least 7 (seven) working days before the test date.

## **Section 7 Liability**

(1) Our liability for neglect of our contractual duties and tort action is limited to intent and gross negligence. This does not apply to lethal injuries, bodily harm or health injury where we are also liable in the case of slight negligence in accordance with the law.

(2) If we infringe major contractual duties, we are also liable for slight negligence; liability is limited to the typically occurring foreseeable damage, however.

## **Section 8 Property and intellectual property rights**

We reserve all property and intellectual property rights concerning the tender documents, drawings, sketches, cost estimates and reports. This also applies to documents marked "Confidential". Handing such documents over to third parties and publishing them is only permissible with our explicit consent.

## **Section 9 Place of performance, legal venue, applicable law**

(1) The place of performance is the place of business of our company, unless agreed otherwise.

(2) The legal venue is the place of business of our company. We are entitled, however, to sue the ordering party for legal action at the place of business of his company.

(3) German law applies to the exclusion of the UN Sales Convention.