

Terms & Conditions

Analytik Service Obernburg GmbH

Stand: 04/2024

1. General Information

Offers, orders and services are subject exclusively to these GENERAL TERMS AND CONDITIONS, which the customer recognizes by the placing of an order. Deviations or supplemental conditions are only valid if they have been confirmed in writing by Analytik Service Obernburg GmbH. Insofar as agreed upon, orders become binding only upon confirmation in writing by Analytik Service Obernburg GmbH.

2. Samples

The shipment of samples to be analyzed takes place at the risk and cost of the customer. All danger and handling notices, particularly those of a toxicological nature, which apply to the samples – insofar as their composition is known – must be communicated to Analytik Service Obernburg GmbH.

3. Tests

A final decision on the feasibility of the tests can only be made after receipt of the sample. Unless otherwise agreed, only the best value will be used for conformity assessments. For chemical resistance tests, we reserve the right to use commercially available substitute substances for all test media that cannot be obtained directly in Germany.

4. Deadlines

In the case of force majeure, shortage of energy, governmental instructions, the effects of labour disputes or similar interferences, the agreed upon deadlines for the execution of services will be correspondingly shifted. If a deadline is exceeded by more than 2 months, the customer can withdraw from the unfulfilled section of the contract. The services performed up to this point must be paid for. The customer cannot derive any claim for damage compensation against us for the non-compliance with the deadline unless the noncompliance with the deadline was deliberate or caused by gross negligence.

5. Final Report

After the conclusion of the analyses, the customer will receive a final report.

6. Payment and minimum order value

Invoices are payable within 30 days after the date of the invoice. In the event that our prime costs, particularly for wages, required goods or energy, increase in the time between the conclusion of this contract and its complete fulfillment, we are entitled to increase our prices accordingly. The minimum order value is 100 Euro.

7. Analyzed Samples

Analyzed samples, upon the customer's request, insofar as is technically possible, will be stored by Analytik Service Obernburg GmbH for 30 days after the sending of the final report without additional payment. Thereafter, insofar as nothing else has been agreed to, the samples and any packaging will be delivered to the garbage removal.

8. Property Rights and Non Disclosure

The analytical results are the property of the customer. The transmission of analytical results to the customer does not represent a publication in the sense of the Patent Act. The customer will not derive any prior use from the delivery of the analytical results and engagement with it in the sense of the Patent Act. Analytik Service Obernburg GmbH is obligated to neither publish the results nor make them available to third parties through any other means. The analytical processes developed by Analytik Service Obernburg GmbH are the property of Analytik Service Obernburg GmbH. The customer is not granted a license of other form of usage entitlement for the analytical processes development by Analytik Service Obernburg GmbH.

9. Damage Claims and Liability

The guarantee is limited to the fact that inspections were conducted on the basis of general scientific principles. Notifications of defects must be made within two weeks of the receipt of the final report – immediately after discovery in the case of hidden defects. In the case of a defect, Analytik Service Obernburg GmbH first has the right to attempt to repair it.

Analytik Service Obernburg GmbH gives no guarantee that the inspections conducted by it are appropriate for the purposes of the customer. Claims for damage compensation by the customer, regardless of the reason, are, with the exception of deliberateness and gross negligence as well as in the event of violations of essential contractual obligations or personal injury, excluded, insofar as is legally permissible. Liability for indirect damages and resulting damages is excluded in all cases. In any event, Analytik Service Obernburg GmbH's liability is limited to 10 times of the value of the order. If the customer would like a higher liability amount, Analytik Service Obernburg GmbH will settle the appropriate insurance at the customer's expense.

10. Miscellaneous

These GENERAL TERMS AND CONDITIONS are subject to German law. The place of fulfillment and jurisdiction is Obernburg. If individual conditions from these GENERAL TERMS AND CONDITIONS are or become ineffective, the effectiveness of the other conditions will not be affected by this. The ineffective conditions will be replaced by an appropriate regulation which, insofar as is legally possible, comes closest to its purpose.

The current version as of April 2024 replaces all prior versions.