

General Terms and Conditions of Analytik Service Obernburg GmbH

Version: 07/2024

1. General

All offers, orders, and services are exclusively governed by these GENERAL TERMS AND CONDITIONS, which the customer acknowledges upon placing an order.

Deviations or additional conditions are valid only if confirmed in writing by Analytik Service Obernburg GmbH. Orders become binding only upon written confirmation by Analytik Service Obernburg GmbH, as far as agreed upon.

2. Samples

Delivery and, if necessary, return shipment of samples for examination are at the customer's risk and expense. All hazard and handling instructions, especially toxicological ones, must be communicated to Analytik Service Obernburg GmbH as far as their composition is known.

The costs for delivery and, if necessary, return shipment of the samples are borne by the customer. Sample returns are charged at a minimum of €50.--.

Any required sample preparations will be charged based on effort and consultation.

3. Offer

Offers are valid for 60 days. Any changes to the scope of testing or sample type must be promptly communicated and coordinated.

Upon acceptance of the offer, the testing order is considered agreed with the customer.

4. Tests

The feasibility of tests can only be definitively determined after the samples have been received. Unless otherwise agreed, only the best value is 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 directly obtained in Germany.

If the customer does not specify the procedure to be used, the laboratory must select an appropriate procedure and inform the customer of the chosen procedure. Procedures recommended are those published in international, regional, or national standards, by recognized technical organizations, or in relevant scientific texts or journals, or described by the equipment manufacturer. Laboratory-developed or modified procedures may also be used.

Test results apply only to the tested items.

Partial results can be sent to the customer upon request. Preliminary results do not conform to the form established by accreditation and therefore do not contain the DAkkS symbol.

5. Deadlines

In cases of force majeure, energy shortages, official orders, effects of labor disputes, or similar impacts, the agreed deadlines for the performance of services will be postponed accordingly. If a deadline is exceeded by more than 2 months, the customer can withdraw from the unfulfilled part of the contract. The services rendered up to that point must be paid for. The customer cannot derive any claims for damages against us from the exceeding of a deadline, unless the deadline overrun is due to intent or gross negligence.

The determination of the performance or delivery date takes place in consultation after the order is placed.

A date commitment can only be made after all test items and a written order are available. If a shorter delivery time is desired, we charge an express surcharge, subject to technical feasibility.

6. Final Report

After completion of the tests, the customer receives a first copy of the test report as offered. Subsequent changes and the creation of interim reports are charged at a minimum of €150.-- or 5% of the total order value each.

7. Payment and Minimum Order Value

Invoices are payable within 30 days of the invoice date. If our costs, particularly for wages, material costs, or energy, increase between the conclusion of this contract and its complete fulfillment, we are entitled to increase our prices accordingly. The minimum order value is €500 net.

For an order volume greater than €10,000, we reserve the right to request a down payment.

We also reserve the right to demand interim payments depending on the progress of the tests.

Granted discounts apply only in the context shown in the offer and only with simultaneous delivery of the test items.

8. Retained Samples

Retained samples of the test items are kept by Analytik Service Obernburg GmbH for 30 days after sending the final report, if technically possible, at no additional charge upon customer request. Thereafter, the samples and, if applicable, the containers, unless otherwise agreed, are disposed of.

9. Property Rights

Analysis results are the property of the customer. The transfer of analysis results to the customer does not constitute publication within the meaning of patent law. The customer will not derive any prior use within the meaning of patent law from the transfer of the analysis results and their handling.

The analysis methods developed by Analytik Service Obernburg GmbH are the property of Analytik Service Obernburg GmbH. No license or other right of use to the analysis methods developed by Analytik Service Obernburg GmbH is granted to the customer.

10. Confidentiality

Analytik Service Obernburg GmbH undertakes to treat all information obtained in the course of the business relationship as strictly confidential. This includes, in particular, technical data, business information, and all results from tests and analyses.

All information that becomes known in connection with the tests and services carried out by Analytik Service Obernburg GmbH according to DIN EN ISO/IEC 17025 is subject to confidentiality. This confidentiality obligation continues even after the end of the business relationship.

Access to confidential information is granted only to employees and agents of Analytik Service Obernburg GmbH who need this information to perform their duties and are obligated to confidentiality according to DIN EN ISO/IEC 17025.

Analytik Service Obernburg GmbH takes all necessary organizational and technical measures to ensure the confidentiality and protection of sensitive data in accordance with the requirements of DIN EN ISO/IEC 17025.

Disclosure of confidential information to third parties occurs only with the express written consent of the customer or if there is a legal obligation to do so. In this case, the customer will be immediately informed about the disclosure.

The obligation of confidentiality does not apply to information that is proved to be:

- a) it is already public knowledge or becomes public knowledge without breach of this Agreement;
- b) it was already known to the recipient before he received it from the disclosing company;
- c) it was developed independently and without using the Confidential Information
- d) it must be disclosed due to legal provisions or official orders.

11. Warranty Claims and Liability

The warranty is limited to the fact that the tests were conducted based on general scientific principles. Complaints must be made

within 2 weeks of receipt of the final report- in the case of hidden defects, immediately upon their discovery. In the event of a defect, Analytik Service Obernburg GmbH initially has the right to rectification.

Analytik Service Obernburg GmbH does not guarantee that the tests it performs are suitable for the purposes intended by the customer.

The customer's claims for damages, regardless of the legal basis, are excluded to the extent permitted by law, except in cases of intent and gross negligence, as well as in the event of breach of essential contractual obligations and personal injury. Liability for indirect and consequential damages is excluded in any case. In any case, the liability of Analytik Service Obernburg GmbH is limited to ten times the order value. If the customer desires a higher liability sum, Analytik Service Obernburg GmbH will take out appropriate insurance at the customer's expense. This must be discussed with the insurance company and included in the offer before the offer is submitted by Analytik Service Obernburg GmbH to be valid.

12. Miscellaneous

Place of performance and jurisdiction is Obernburg. German law applies.

Should individual provisions of these General Terms and Conditions be invalid or become invalid, the validity of the remaining provisions shall not be affected. An appropriate regulation that comes as close as legally possible to their purpose shall replace the invalid provision.

The current version as of July 2024 replaces all previous versions.