



HygCen Germany GmbH
Bornhövedstr. 78
19055 Schwerin

General Terms and Conditions as of September 2017

1. Scope of Application

The contractual relations between **HygCen Germany GmbH** (hereinafter called **HygCen**) and the customer are exclusively governed by the below General Terms and Conditions. Any deviations, amendments as well as special assurances, require the written consent of **HygCen**. By placing the order, the customer acknowledges these General Terms and Conditions.

2. Scope and Fulfilment of Order

All agreements need to be made in writing in order to become effective. This also applies for a waiver of the written form. In case of an oral placement of order, **HygCen** has the right to determine the content of the contract by a written confirmation based on the scope of analysis recorded in the expertise. Any declarations, confirmations or promises from employees need to be made in writing or confirmed in writing in order to become effective. The scope of performances to be rendered is exclusively determined by the offer including possible order confirmations. As far as deadlines for the fulfilment of order have been fixed, these shall only be binding if expressly agreed upon. These provisions shall also apply to preliminary reports. **HygCen** is entitled to subcontracting, taking into account the requirements of accreditation.

3. Prices

The amount of payment is calculated on the base of **HygCen's** currently valid specifications, unless a separate price agreement has been previously made in written form for certain tests. Within the Federal Republic of Germany, value-added tax will be added to the quoted prices. All services, which are not listed in said specifications, will be charged on a time and material basis.

4. Terms of Payment

Invoices are payable without any deduction within 14 days after the invoice was issued.

In case of a principal device with a payment in default, **HygCen** is entitled to interest at the rate of 9% p.a. to request.

Additionally, yet costs about reminders and enforcements of legal claims will be asserted.

HygCen is also entitled, in case of payment delays, to put aside deliveries of other mandated benefits until the full payment of the remaining.

HygCen is also entitled, to request the ordering party, to effect advance payments from a total contract volume of € 4,000.00 or partial payments according to actual work performed.

5. Retention of Title

Legal title to the delivered goods, such as test reports or written statements shall not pass to the buyer unless the agreed price has been paid in full and after conformance to all requirements. In case of default of payment, **HygCen** has the right to prohibit the use of above mentioned products, as well as demanding the immediate return of the original test reports and statements to the hands of **HygCen**.

6. Liability and Warranty

HygCen renders its performances according to the state of technique prevailing at the time of placing of order, taking into consideration national and international standards and exercising proper care, customary in this branch of business.

The procedure for complaints regarding **HygCen's** performance shall comply with the accreditation for EN ISO 17025, as prescribed in the underlying procedure for quality assurance.

Any complaint against the correctness of the test results will be only handled as a complaint if it is received in writing. Objections of the ordering party against the test results will only be accepted within a time limit of 6 weeks after having dispatched or delivered the test report; therefore, the ordering party can request the whole or partial repetition of the test within a reasonable time limit. If the objecting client does not accept the confirmation of the already existing result for the test made by **HygCen**, another laboratory will be appointed by mutual agreement to carry out the test once more as control. If the objected test result is confirmed thereby, the

ordering party will be charged with the costs incurred by such a re-examination. However, if the test result is not confirmed, **HygCen** will have to pay the costs thus incurred.

HygCen cannot be made liable for breach of accessory obligations due to slight negligence. Furthermore, for damages by reason of wrong tests or test results caused by ordinary negligence, **HygCen** is liable up to max. three times the order sum only.

However, the regulations concerning **HygCen's** liability in case of wilful breach and gross negligence of its contractual and non-contractual duties and cases of tortious liability shall not be affected thereby. The ordering party is obligated to indemnify **HygCen** from any claims for compensation raised by third parties because they have used the expertises, test results or test reports.

All claims against **HygCen**, including claims resulting from consequential harms caused by a defect, shall become statute-barred 6 months after the performance is rendered, excluded are cases of tortious liability and cases in which the statutory period of limitation is shorter. **HygCen's** performance is considered to be accepted, unless the ordering party sends a written complaint no later than 6 weeks after receiving the results.

The amount of liability insurance concluded by **HygCen** will be communicated to the customer upon request.

7. Protection of Work Products

HygCen retains the copyright to the performances rendered – if practicable and as far as these are qualified accordingly. The customer may use the expertise, test report with all tables, computations and other details as set up within the scope of order only after the agreed price has been paid in full and for the purpose for which it is determined as agreed. Any other than the specified use requires previous authorisation in writing.

Publication and duplication of the statements, expertises and test reports, in particular for advertising purposes, as well as their use in extracts, require written authorisation by **HygCen**.

8. Delivery and Storage of Samples

Delivery of the samples is made by the customer, at his cost and risk, unless collection has been agreed upon. If the test material is dispatched by the customer, it shall be packed in an appropriate manner, observing possible directions given by **HygCen**.

The customer is liable for all damages, which can be attributed to a dangerous nature of the sample material. The customer is obligated to point out all dangers known to him and to inform **HygCen** accordingly in writing.

The samples will be stored for at least 6 months as far as practicable on account of their nature. Upon expiration of this time limit, the samples will be disposed of, observing all possible legal requirements. Disposal expenses are chargeable to the client. If the customer wants the samples to be returned, this is done upon written request and at his cost.

9. Secrecy

HygCen puts itself under the obligation to make all results, which have been compiled in connection with the order, available to the customer. All information received by the customer as well as any information resulting from the tests will be treated confidentially.

10. Data Handling

Allowing for the German Federal Law on Data Protection, **HygCen** has the right to save and process all personal and economic data concerning the client, no matter whether the data was received from the client himself or a third party.

11. Place of Performance and Jurisdiction

As place of performance and jurisdiction, Schwerin is deemed to be agreed upon by both parts. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.

If any provision of these Terms and Conditions is found to be completely or partially invalid, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.