

HygCen Germany GmbH

Bornhövedstr. 78
19055 Schwerin

General Terms and Conditions Version August 2026

1. Scope of Application

The contractual relationship between **HygCen Germany GmbH** (hereinafter referred to as **HygCen**) and the customer shall be governed exclusively by the following General Terms and Conditions. Deviations, amendments and special assurances require the written consent of **HygCen**. By placing an order, the customer accepts these General Terms and Conditions.

2. Scope and Performance of the Order

Agreements must at least be made in text form (e.g. by e-mail) in order to be effective. This also applies to any waiver of the text form requirement. In the event of an oral order, **HygCen** shall be entitled to determine the content of the contract by confirmation in text form on the basis of the scope of testing recorded in the expert statement.

Declarations, confirmations or commitments made by employees require at least text form or confirmation in text form in order to be effective. The scope of the services to be provided shall be determined exclusively by the offer, including any order confirmations. If deadlines for the performance of the order have been specified, they shall only be binding if this has been expressly agreed. These provisions shall also apply to preliminary reports. Test reports, statements and invoices may be created and transmitted electronically. **HygCen** is entitled to subcontract services, taking into account the applicable accreditation requirements.

3. Prices

The remuneration shall be calculated according to the current service catalogue of **HygCen**, unless a separate price agreement has been made in text form for specific tests. Prices are quoted within the Federal Republic of Germany plus statutory value added tax. Services not listed in the service catalogue shall be charged according to the time and effort required.

4. Payment Terms

Invoices are payable without deduction within 14 days of invoicing. If the customer is in default of payment, the statutory default interest shall apply. In addition, costs incurred for reminders and the enforcement of legal claims may be charged. **HygCen** is entitled, in the event of default in payment, to withhold the delivery of further commissioned services until the outstanding balance has been paid in full. **HygCen** is entitled to request advance payments for total order volumes of EUR 4,000 or more, or partial payments corresponding to the work already performed.

5. Retention of Title

HygCen retains title to the delivered products, such as test reports or statements, until the purchase price has been paid in full and all claims have been satisfied. If the customer fails to meet its payment obligations, **HygCen** shall be entitled to prohibit the use of the above-mentioned products with immediate effect and to require the immediate return of the original reports and statements to **HygCen**.

6. Liability and Warranty

HygCen performs its services in accordance with the state of the art applicable at the time of commissioning, taking into account national and international standards and applying the customary care of the industry.

The procedure for complaints concerning the services of **HygCen** shall be governed by the quality assurance procedure underlying and required by the accreditation to EN ISO 17025. A complaint regarding the correctness of test results shall only be treated as a complaint if submitted in text form. Objections by the customer to the test result shall only be accepted within a period of 6 weeks after dispatch or handover of the test report; in such case, the customer may request that the test be repeated in whole or in part within a reasonable period. If the objecting customer does not agree with the confirmation of the existing result by testing at **HygCen**, another laboratory shall, by mutual agreement, be asked to repeat the test for control purposes. If the disputed test result is confirmed, the costs of the retesting shall be borne by the customer. If the test results are not confirmed, **HygCen** shall bear the costs incurred.

HygCen shall have unlimited liability in cases of intent, gross negligence and damage resulting from injury to life, body or health. In the event of a slightly negligent breach of essential contractual obligations, **HygCen** shall be liable for the typical, foreseeable damage. Liability for financial losses caused by simple negligence shall be limited to EUR 1,000,000 per claim.

The customer is obliged to indemnify **HygCen** against any claims for compensation asserted by third parties due to the use of expert statements, test results or test reports.

All claims against **HygCen** shall become time-barred within 12 months after performance of the service, to the extent permitted by law. The service of **HygCen** shall be deemed accepted if it is not complained about in text form no later than 6 weeks after receipt by the customer.

7. Protection of Work Products

HygCen retains copyright in the services provided, insofar as such services are capable of copyright protection. The customer may use the expert

statement, test report including all tables, calculations and other details prepared within the scope of the order only after full payment of the remuneration and only for the purpose for which it is contractually intended. Any other use requires prior written permission.

The publication and reproduction of statements, expert statements and test reports, in particular for advertising purposes, as well as their use in excerpts, require the written permission of **HygCen**. Test reports may neither be modified nor used or published in excerpts in a misleading manner.

8. Delivery and Storage of Samples

Samples shall be delivered by the customer at the customer's cost and risk, unless collection has been agreed. If samples are shipped by the customer, the material to be tested must be properly packaged and in compliance with any instructions issued by **HygCen**.

The customer shall be liable for all damage attributable to the hazardous nature of the sample material. The customer is obliged to point out all known hazards and to notify **HygCen** accordingly in text form.

Samples shall be stored for at least 6 months, insofar as their nature permits. After expiry of this period, the samples shall be disposed of in compliance with any applicable statutory provisions. If the customer requests the return of samples, this shall be done upon request in text form and at the customer's expense.

9. Confidentiality

HygCen shall provide the customer with the contractually agreed test reports, statements or other agreed deliverables. All information received from the customer and generated in connection with the order shall be treated confidentially, unless there is a statutory, official or accreditation-related disclosure obligation. Where permissible, the customer shall be informed prior to disclosure.

10. Data Processing

HygCen is entitled, in compliance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act, to store and process personal or economic data of the customer, whether such data originates from the customer or from third parties.

11. Place of Performance and Jurisdiction

Schwerin shall be agreed as the place of performance and place of jurisdiction for both parties. The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Delays in performance due to force majeure, in particular natural events, pandemics, official measures or comparable circumstances beyond the control of **HygCen**, shall not give rise to liability.

Should individual provisions of the contract be invalid in whole or in part, the remaining provisions shall remain valid.