

General terms and conditions of indumat GmbH for laboratory and consulting services

Sec. 1 Scope of application

- (1) These general terms and conditions (hereinafter: GTCs) of Indumat GmbH (hereinafter: we/us) apply to all our services. We will not recognize any terms and conditions of the customer which are contradictory to or which differ from our GTCs, unless we have expressly confirmed in writing that such terms shall apply. Our GTCs are also applicable even if, despite knowledge of conditions of the customer contrary to or differing from our GTCs, the order is executed without prejudice.
- (2) All agreements reached between us and the customer for the purpose of fulfilling this contract shall be incorporated in the written contract documents (order and order confirmation).
- (3) The GTCs shall apply exclusively to entrepreneurs as defined in Section 14 of the German Civil Code (BGB).
- (4) These GTCs also apply to all future business with the customer.

Sec. 2 Order

- (1) By accepting an order, we undertake to prepare an expert report or laboratory analyses of the samples provided by the client. The scope of services and the testing standard according to which the analyses are carried out result from the offer, the order and the order confirmation. In case of doubt, the testing standard of the last order shall apply. If no standard can be found according to the foregoing, methods according to referenceable standards or the state of the art shall apply.
- (2) Deadlines for carrying out the order are considered to be non-binding if they are not expressly agreed upon as binding. If we fail to meet agreed deadlines, the customer shall set a suitable grace period. If the deadline passes without result, the customer is entitled to withdraw from the contract. Up to the point in time of the withdrawal, work performed by us shall be paid proportionately.

Sec. 3 Execution, Sample Delivery

- (1) The samples shall be delivered to us via shipment. The customer shall bear the costs and the risk of shipping. Sample taking and packaging shall be carried out by the customer in accordance with the testing standard in order to ensure that no falsification of the examination result can occur. Any instructions by us shall be followed.
- (2) The customer is liable for all damages due to the dangerous nature of the sample material. The customer is obligated to provide prior written notification of all dangers and handling information known to them.
- (3) After the performance of the expertise, the samples shall be disposed of properly or returned to the client upon request. The costs for packaging and shipping for the requested return shipment of the samples shall be borne by the client.

Sec. 4 Confidentiality

We obligate ourselves to keep documents and plans submitted to us for examination and information identified as confidential as a secret and not to pass them on to third parties without the permission of the customer, unless we are legally obligated to pass on or disclose it.

Sec. 5 Third-party use

The customer is obligated to include these GTCs in a corresponding manner if our report is to be passed on to third parties, or if we are made to believe that this has been the case. If no corresponding inclusion is made, we may exercise our right of indemnity against the customer for all claims arising from non-inclusion.

Sec. 6 Shipping, return and further use of samples

- (1) The report shall be sent and the sample returned uninsured and at the cost and risk of the customer. The shipping method is chosen by us.
- (2) The customer is advised that the rinsed samples may no longer be used for the intended purpose due to chemical incompatibilities. If their use is necessary nonetheless, compatibility must be checked by the customer.

Sec. 7 Terms of Payment

The agreed payment shall be due 14 days after presentation of the invoice without discount.

Sec. 8 Warranty

- (1) We provide our services to the best of our knowledge and belief and according to the generally accepted rules of technology and the care customary in the industry. Nevertheless, despite careful working methods, both random events (testing disturbances) and systematic variables can affect the test results and thus impair the technical cleanliness of the test object. The occurrence of these kinds of events cannot be excluded, nor can they be quantitatively reproduced. The aforementioned disturbances present an element of uncertainty – albeit small – in relation to the accuracy of the cleanliness value, but are not a defect. Should in exceptional cases our services nevertheless be faulty, then the customer shall provide us with an opportunity to perform those services again. If necessary, the customer shall provide a new sample at our headquarters. Additional claims may not be asserted until the further performance of services has ultimately failed.
- (2) If the second performance of services also fails, then the customer shall have the right to reduce the price by a suitable amount. If our services are completely unsuitable, we shall return the payment agreed upon to the customer.
- (3) No additional warranty claims shall be accepted.

Sec. 9 Liability

(1) We are liable under the statutory provisions, providing the customer makes a claim for damages based on our intentional or negligent conduct, including that of our agents and legal representatives and when our conduct leads to loss of life, physical injury or damage to health.

(2) We are also liable for damages resulting from an intentional or grossly negligent violation of the customer's assets or property by us, our legal representatives or agents.

(3) Finally, we assume liability for contractually typical, foreseeable damage caused through the negligent violation of the customer's assets or property by us, our legal representatives or agents, providing that we fail to meet a duty assigned to us, the fulfillment of which is crucial for the execution of this contract (so-called "cardinal duty").

(4) Any further liability, especially for loss of profit, is excluded, except in cases of intent or gross negligence.

(5) Our liability in tort is also limited or excluded in accordance with the stipulations of Paragraphs (1) to (3). Claims under the German Product Liability Act concerning physical injury or damage to health remain unaffected by the limitation of liability.

(6) The limitations of liability shall also apply, inasmuch as the customer demands the compensation of futile expenditure instead of claiming compensation for damage.

Sec. 10 Choice of Law

The contractual relationship shall be subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Sec. 11 Place of Performance and Jurisdiction

(1) Place of performance is the headquarters of Indumat GmbH, Gosheim, Germany.

(2) The place of jurisdiction for all claims of both contract partners against entrepreneurs, legal entities incorporated under public law or public-law special funds is our headquarters. However, we shall also be entitled to take action at the general legal venue of the customer.

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