

General Terms and Conditions (GTC) for the Analysis Service of RJL Micro & Analytic GmbH, 76689 Karlsdorf-Neuthard, Germany

This document is a translation, the original German text is legally binding.

I. Scope of application

1. these GTC apply to the entire current and future business relationship with our customers; no express reference to the GTC is required.
2. a customer within the meaning of these GTC is a natural or legal person or a partnership with legal capacity acting in the exercise of its commercial or independent professional activity.
3. even if there is no express objection on our part, deviating or supplementary general terms and conditions of the customer shall not become part of the contract.
4. unless otherwise agreed in writing, the customer declares his binding agreement with these General Terms and Conditions by placing an order.
5. any ancillary agreements, amendments and/or additions to contracts require our written confirmation.

II. Offers, conclusion of contract, prices, delivery of samples, scope of contract

1. our offers are always subject to change and non-binding. All prices are in EURO, plus packaging and shipping costs and plus the applicable VAT ex works.
2. orders placed by the customer are binding. We have the right to refuse to accept an order at any time without giving reasons. In this case, we shall inform the customer immediately by e-mail of the non-acceptance. The scope of the contractually owed services shall be determined exclusively by our written order confirmation.
3. the costs of sample delivery and the transport risk shall be borne by the customer, who shall be responsible for all logistics and insurance costs incurred. Sampling and packaging must be carried out by the client in accordance with the test standard to be carried out, so that no falsification of the test result can occur. Our instructions must be observed.
4. the client is obliged to inform us in writing of all hazard and handling instructions known to him prior to sample delivery. He shall be liable for all damage caused by the hazardous nature of the sample material.
5. our testing activities are limited to the condition of the test object existing at the time of execution. The customer shall be responsible for providing evidence of any other quality.

III. Dispatch, return and use of the sample material, transfer of risk

1. the dispatch of the test results and the return of the test specimens shall be carried out uninsured by a mode

of dispatch selected by us. The client shall bear the transport costs and transport risk. For deliveries within Germany, the transfer of risk is "ex works", for deliveries abroad "ex works" (EXW, INCOTERMS 2010). If special taxes are incurred for deliveries to customers, these shall be borne by the customer.

2. the customer is advised that rinsed samples may no longer be used for the intended purpose due to chemical incompatibilities. If use is nevertheless necessary, the client must check the compatibility.

IV. Non-disclosure clause

All information, business transactions and documents that become known to each other in the course of the business relationship must be treated confidentially by both us and the customer vis-à-vis third parties. An exception to this is if this information has already become generally known or if we are legally obliged to pass it on or disclose it. This obligation shall survive the termination of the contract.

V. Use by third parties

If our test results are passed on to third parties, the client is obliged to include these GTC in an appropriate manner or to place us in the same position as if this had been the case. In the event of non-compliance with this obligation, we shall have a claim for indemnification against the client from all claims based on the non-inclusion.

VI. Delivery time

Dates for our deliveries are only binding if we expressly confirm them in writing. Partial deliveries are permissible to a reasonable extent.

VII. Terms of payment

1. invoices are payable within 14 calendar days of the invoice date without deductions. We reserve the right to demand advance payment and to issue partial invoices.
2. if the above-mentioned payment deadline is exceeded, we shall be entitled to demand reasonable costs for our reminder(s) as well as default interest in accordance with §288 BGB. The assertion of further damages is not excluded.
3. a right of set-off shall only exist if the customer's counterclaims have been legally established, are undisputed or have been recognised by us. The customer shall not be entitled to a right of retention due to disputed counterclaims.
4. if there are reasonable doubts about the customer's ability to pay or if insolvency proceedings are applied for against the customer's assets, all claims arising from the business relationship shall become due immediately. We

are entitled to demand advance payments, payments on delivery or the provision of security.

VIII. Securing claims

1. all goods and services remain our property until full payment has been made. This retention of title extends to all claims, including future and conditional claims, between the customer and us.

IX. Warranty

1. we provide our testing services in accordance with the generally recognised rules of technology at the time of commissioning, to the best of our knowledge and belief and with the care customary in the industry. Nevertheless, both random events and systematic disturbance variables can have an influence on the test result. The occurrence of such events cannot be completely ruled out. The aforementioned disturbance variables represent an uncertainty with regard to the measurement accuracy, but are not a defect. Should our performance nevertheless be faulty in exceptional cases, the client must give us the opportunity to repeat the performance. If necessary, the client must provide a new sample for this purpose. Further claims can only be asserted if the further provision of services has finally failed.

2. if the second performance also fails, the client shall have the right to reduce the price appropriately. In the event of the complete unsuitability of our service, we shall refund the agreed remuneration to the client.

3. further warranty claims are excluded.

X. Liability

1. if the client asserts claims for damages against us, our vicarious agents or legal representatives due to intentional or negligent behaviour, we shall be liable in accordance with the statutory provisions in the event of injury to life, limb and health or in the event of damage resulting from intentional or grossly negligent injury to property or the client's assets by us, our vicarious agents or legal representatives.

2. if an obligation is breached by us, our vicarious agent or legal representative, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the client regularly relies and may rely (so-called cardinal obligation), we shall be liable for foreseeable damage typical of the contract resulting from slightly negligent damage to property or the client's assets.

3. in the absence of intent or gross negligence, any further liability, in particular for loss of profit, is excluded.

4. our liability in tort shall also be limited or excluded in accordance with the above rules under paragraphs X.1 and X.2. Claims arising from the Product Liability Act due to physical injury or damage to health remain unaffected by the limitation of liability.

5. the aforementioned limitations of liability shall also apply if the client demands compensation for useless expenses instead of damages.

XI. Final provisions

1. the contractual relationship shall be governed by 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).

2. place of fulfilment is the registered office of RJL Micro & Analytic GmbH, Karlsdorf-Neuthard.

3. the place of jurisdiction for merchants, legal entities under public law and special funds under public law for all claims arising from the contractual relationship shall be the place of jurisdiction responsible for our registered office. We are also entitled to bring an action at the customer's general place of jurisdiction.

4. the customer authorises us, waiving notification, to process personal data within the scope of the permissibility of the GDPR and to the extent necessary for the execution of the contractual relationship and to transmit it to the departments within our company involved in the execution of the contractual relationship.