

## General Terms and Conditions

### § 1 Scope of validity of the terms and conditions

The deliveries, services and quotations of Institut Romeis Bad Kissingen GmbH – hereinafter called Contractor – shall exclusively be subject to these terms and conditions. They shall be deemed agreed on through acceptance of the quotations without contradictions or the acknowledgement of the order by the Contractor and shall therefore also be valid for all future business relations even if they are not explicitly agreed on again. The general terms and conditions of the customer are hereby comprehensively objected unless their applicability is agreed upon separately and confirmed by the Contractor in writing.

The provisions of these terms and conditions shall also apply to traders as well as for legal entities of public law and special funds under public law. In case of conflicts within the contract, the order of priority of application shall be as follows

- a) the quotation
- b) the specifications
- c) *VOB [Vergabe- und Vertragsordnung für Bauleistungen, German construction contract procedures] / VOL [Verdingungsordnung für Leistungen, German contracting terms of award of public services contracts] / HOAI [Honorarordnung für Architekten und Ingenieure, German ordinance on architects' and engineers' fees].*

### § 2 Quotation and order

1. The quotations of the Contractor are subject to confirmation and without engagement. A contractual relationship shall be considered to be established upon receipt of the order and the acknowledgement of the order by the Contractor. The acknowledgement of the order shall take place either in writing or tacitly through the execution of the order. If the order is not accepted by the Contractor, the customer will immediately be informed.
2. Drawings, illustrations, dimensions, weights or other performance data will only be binding, if this is explicitly agreed upon in writing.
3. The Contractor shall be entitled to decide itself on the method and the way of the examination according to appropriate judgement unless other agreements have been reached in writing.
4. The Contractor is entitled to utilize Sub-contractors as needed in order to perform the services. The results of the analyses from Sub-contractors are marked as such in the audit report.
5. Modifications of the agreed contract and subsidiary agreements need to be in writing; the same shall apply to a possible annulment of this stipulation requiring written form. The Contractor's employees shall not be entitled to reach verbal subsidiary agreements or oral undertakings going beyond the content of the written contract.
6. The Contractor reserves the ownership and copyrights in the Contractor's offers as well as in the estimates, illustrations, drawings, indications of weight and dimensions as well as other documents belonging to the offers. They must not be made available to third parties.
7. Unless otherwise agreed upon in writing, test samples shall become property of the Contractor. There shall be no retention period after reporting unless any legal obligations and / or contractual obligations object to this provision.
8. Any hazardous waste generated at the Contractor's on account of the execution of the contract shall be disposed of at the customer' expense or returned to the customer after prior notification by the Contractor.
9. Incidentally, the Client ensures that the Contractor can fulfil the relevant statutory obligations in conjunction with the

acceptance, submission, storage, testing and, if necessary, disposal of testing materials. The Client has been informed that the Contractor does not currently possess a permit to handle narcotics or materials from the scope of applicability of the Commodities Control Act and accordingly, these materials may not be accepted or processed.

### § 3 Prices

1. Unless otherwise specified, the Contractor shall be bound to the prices indicated in its quotations for a period of 30 days as of their date.
2. Unless any special quotation has been made, invoicing shall be made according to the Contractor's schedule of services.
3. If there are prices with "approx." or "from" it is, not possible for the Contractor, to provide binding pricing from the start. In this case, it is agreed that the Contractor is entitled and obligated to perform the measures required for the Contractor to properly fulfil the order and the total expenses are illustrated and invoiced on the invoice, with an itemized list of the actual measures. This procedure also applies for services for which no offer or item number is provided in the Contractor's directory of services.
4. For rush orders, shorter processing times and surcharges for the required additional expense can be agreed upon.
5. In case of changes to the bases of calculation for the offer prices due to general cost developments, standard rate and/or tax increases as well as other statutory or official directives, the Contractor is entitled to adjust the prices.
6. If the Client cancels the order, without the Contractor requesting a cancellation, the Contractor's claim to compensation remains effective. This pertains in particular to services, contingency costs and expenses paid for the order.

### § 4 Time of delivery and performance

1. The Contractor shall perform the orders carefully and in the framework of a cost-efficient plan.
2. The Client is obligated to ensure all data, information, instructions and assistance required to properly execute the order.
3. Delivery dates or periods, which may be agreed on with or without engagement, need to be in writing.
4. The customer shall be obliged to accept or, in case of serious defects, to object to the result of examination within 12 days upon its announcement.
5. Delays in service due to force majeure or events that make the provision severely difficult or impossible for the Contractor, even if these events arise at sub-suppliers of the Contractor, the Contractor is not obligated to comply with the binding, contractual deadlines and dates. These authorize the Contractor to postpone the delivery or provision of services for a period equal to the period of the hindrance plus an appropriate starting time or to fully or partially withdraw from the contract due to the not yet fulfilled portion.

The Client is entitled, after setting an appropriate grace period, to withdraw from the order due to the not yet fulfilled portion.

6. If the time of delivery is extended or if the Contractor becomes relieved of its obligation, the customer will not be entitled to derive claims for damages therefrom. The Contractor will only be entitled to plead the conditions indicated if the customer is immediately informed accordingly.

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- If the Contractor has to answer for the non-compliance with periods and dates agreed to as binding or is in default, the customer will be entitled to compensation for damage resulting from default to the amount of 0,5 % for each completed week of default, in all however not exceeding the amount of 5 % of the invoice value of the deliveries or services affected by default. Further claims shall be excluded, unless the default is caused by at least gross negligence of the Contractor.

### § 5 Transfer of risk

The Contractor bears the risk when sending in testing objects ex entrance of the institute. If shipments are defective (e.g. transport damage, spoiling, etc.), the further course of action shall be discussed with the Client.

When shipping out, the risk is transferred to the Client as soon as the shipment is transferred to the person commissioned with the transport or, when it has left the institute for the purposes of shipping. If shipment becomes impossible due to no fault of the Contractor, the risk is transferred to the Client when the notice for shipping readiness is received.

### § 6 Guarantee and liability

- As far as permissible by law, the Contractor shall accept a guarantee for the period of 12 months from delivery.
- If its services are defective, the Contractor's guarantee shall be limited to the repetition or repairs free from charge as far as technically possible. The customer must immediately assert the claim to the correction of faults in writing. The customer shall be responsible for the correctness of data and/or measurements made available by it.
- The Contractor shall be entitled to correct itself possible defects or faults before the customer instructs a third party. The customer must grant the Contractor the occasion and the necessary time for doing this. If the customer refuses to do this, the Contractor will be relieved of the guarantee.
- The customer will be entitled to reduction if the repairs made by the Contractor fail and there is evidence that the order executed inadequately was suitable for its purposes only to a limited extent.
- The Contractor shall be liable for damages caused with intent or gross negligence and in the cases of a compulsory liability according to the product liability act. Any further liability shall be excluded.

### § 7 Payment

- Unless otherwise specified, invoices issued by the Contractor shall be payable immediately without deduction on presentation of invoice.
- A payment shall only be considered to be made when the Contractor can dispose of the amount. In case of cheques the payment shall only be considered to be made when the cheque is honoured.
- If a payment arrangement different from paragraph 1 has been reached between the Contractor and the customer, the following shall be valid:
  - Despite differing provisions of the customer, the Contractor shall be entitled to set off payments against older debts and will inform the customer on the type of the setoff performed. If costs and interests have already been caused, the Contractor shall then be entitled to set off the payment at first against the costs, then against the interest and last against the principal service.
  - If the customer is in default, the Contractor will be entitled to charge the customer for interest to the amount of the interest rate charged by commercial banks for open current

account credits from the respective point in time on. They must be fixed at a lower rate, if the customer proves a smaller burden.

- The customer will only be entitled to setoff, retention or reduction, even if notices of defect or counterclaims are asserted, if the counterclaims have been determined finally and conclusively or are indisputable. The customer shall however also be entitled to retention for counterclaims under the same contractual relationship.

### § 8 Copyright law

The Client is not entitled to make available analyses, audits, etc. or portions thereof, to a third party for a purpose other than the intended purpose, without obtaining prior written consent from the Contractor. The provisions of copyright law apply to protect the Contractor.

### § 9 Confidentiality

- The Contractor is entitled to record order-related data in its own database. This data is used, for a purpose, in the framework of the order by the Contractor's employees. If not expressly agreed upon otherwise in writing, the information provided to the Contractor in conjunction with the orders is not considered confidential.
- The Client and the Contractor are obligated to treat confidential information or knowledge transmitted or developed in the framework of the order shall be treated as confidential.

### § 10 Reservation of title

The Contractor shall retain sole ownership of goods and services until complete payment. The reservation of title to goods and services of the Contractor shall also be applicable to the products entered into the goods and services.

### § 11 Place of performance, place of jurisdiction, applicable law, severability clause

- As far as legally admissible, Bad Kissingen is agreed upon as the place of performance and the place of jurisdiction. The law of the Federal Republic of Germany shall be exclusively applicable.
- If any provision in these terms and conditions of business or any provision in the context of other agreements is or becomes inoperative, this will not affect the effectiveness of the remaining provisions or agreements.

### § 12 Statements according to legal regulations

Additional to the note paper there are following declarations:

Value added tax identification number (tax ID): DE161982471  
Professional indemnity insurance at the Versicherungskammer Bayern, policy territory worldwide except USA and Canada