

General Terms and Conditions (GTC) of the Company SAS hagmann GmbH & Co. KG

1. Scope of application

For our offers and services as well as for all resulting contractual relationships and legal relationships of a non-contractual nature with the client shall be governed exclusively by these terms and conditions, unless otherwise expressly agreed in writing or mandatory by law. The client accepts our General Terms and Conditions by placing the order. Any conflicting or deviating terms and conditions of the client shall only be binding for us if they are confirmed by us in writing. The unconditional performance of services or the acceptance of payments shall not imply any acknowledgement on our part of any other provisions of the contract. In all other respects, our terms and conditions shall apply as framework agreement also for all further legal transactions with the relevant client.

2. Offers/Orders

Our quotations shall be valid for a maximum of 30 days and are, particularly with regard to prices and delivery periods non-binding and subject to change. A contract is only concluded by our written confirmation of the order or the execution of the order by us.

The scope of the services to be rendered by us shall be determined in accordance with the order placed by the client on the basis of our quotation with the content confirmed by us. Confirmations or promises made by our employees must be made in writing in order to be effective.

Dimensions, weights or other technical performance data specified are not guaranteed and shall only be binding if expressly agreed in writing.

The orders placed will be executed by us carefully and professionally in accordance with the state of the art in science and technology. If the client does not mention methods or procedures for the execution of the order, we shall be entitled to use the methods and procedures that appear suitable to us. In addition, we shall be entitled to call in third parties if this is necessary for the proper execution of the order. In this case, we shall only be responsible for the careful selection of the third parties. The client shall be sufficiently informed by us in good time of any special features in the execution of the order.

3. Obligations of the client

The client shall ensure that we are provided with all information, instructions, documents and samples necessary for the execution of the order. Necessary samples for the execution of the order are provided to us free of charge and in time for us to be able to meet the contract requirements. In particular, the customer is obliged to inform us immediately and unsolicited about all processes and circumstances that could be of significance for the execution of the order. In the event of a culpable breach of these obligations, the costs of a delayed start or delayed execution of the order are to be borne fully by the client.

We shall take the facts stated and the information received by the client as accurate. The client shall be liable to us for the correctness and completeness of his information. If claims are asserted against us by third parties due to culpably incorrect or incomplete information provided by the client, the client shall be obliged to indemnify us against such claims.

Samples or materials must be in a condition that allows the execution of the services commissioned without difficulty. If this isn't the case and the commissioned service is impossible or only possible under more difficult conditions, we shall have the right to withdraw from the contract or to interrupt the contract or to interrupt the execution of the order. In this case the client shall bear the costs incurred by us up to this point in time.

The client must ensure and assume the guarantee that samples are declared and packaged in accordance with the statutory provisions and that they do not pose a risk to our property or other legal assets. In the event of a culpable breach of these obligations, the client shall be liable for all costs, damages and other disadvantages caused to us as a result. The liability also includes the obligation to our indemnity in the event of a claim by third parties.

4. Prices / Terms of payment

Our services shall be invoiced on the basis of the prices stated in the confirmed orders. If no price agreement has been made, the price to be paid by the client shall be determined in accordance with our valid standard rates. Our prices apply to the agreed scope of services. Additional and special services will be charged separately. All prices are subject to the statutory value added tax applicable at the time.

Unless otherwise agreed, the client shall pay the invoiced amount without any deduction immediately upon receipt of the invoice, at the latest within one week after the date of the invoice at the latest. The deduction of discounts requires a special written agreement.

In the event of default in payment, we shall be entitled to charge interest on arrears at the statutory amount from the due date. The right to claim any further damage caused by default which can be proven shall remain unaffected.

The customer may only set off undisputed or legally established claims against our claims with undisputed or legally established claims.

5 Termination/Termination of the order

With the fulfilment of the agreed performance by delivery of the results to the client or by the expiry of the agreed term, the order shall be terminated. Test

results and other results of the order shall be sent by us to the client at the client's risk.

Data and documents shall be stored by us for a period of 10 years from the termination of the order. We commit to return the documents made available to us after completion of the order at the request of the client. We shall only be obliged to store and return unused samples if this was expressly requested by the client when the order was placed by the client. However, we are in any case entitled to make copies of documents and to retain a part of the samples if this is necessary for the documentation and archiving of the results. The client is always obliged to retain unused samples after the commissioned tests have been carried out and after expiry of the retention periods to be complied with, at our request and at no costs for us. Alternatively, up to one month after the request for return, we shall be entitled to have the samples properly disposed, at the expense of the customer.

If the client terminates the order before completion of the agreed services for a reason for which services, we are not responsible, they shall pay the agreed or expected remuneration less a lump sum to the value of 40% for saved expenses, unless the client or we prove higher or lower expenses have been saved.

In all other respects, the statutory provisions, in particular the right to extraordinary termination for good cause, shall remain unaffected for both parties. An extraordinary termination presupposes that there are facts, on the basis of which the terminator, taking into account all the circumstances of the on a case-by-case basis and weighing the interests of both contracting parties, the continuation of the contractual relationship until the expiry of the agreed notice period or until the agreed termination of the contractual relationship is not reasonable.

6. Retention of title/Ownership

Until all our claims arising from the order placed and from all other orders placed by the and from the client, we shall retain ownership of the expert opinions and analyses prepared by us, including the documents enclosed with them.

Even after full payment by the client, we retain the right to keep analysis results and to store them in an anonymous form that excludes identification of the client and furthermore to publish them in an anonymous form that excludes identification of the client, if and in so far as no legitimate interests of the client known to us are thereby impaired.

7. Processing time/ Run time

We provide the services ordered within a reasonable period of time, customary to the market. Specific dates and deadlines for the provision of our services are only binding if they have been confirmed by us in writing in advance. Otherwise, delivery dates and realization times are merely estimates and do not constitute any obligation on our part.

The adherence of agreed dates and deadlines shall be subject to the timely receipt of all information, documents and samples to be supplied by the client as well as the timely fulfilment of other obligations to cooperate. In this respect, an agreed period shall only commence with complete fulfilment of obligations by the client.

If a deadline is exceeded for which we are not responsible, the performance period shall be extended accordingly. If we are still unable to perform after an appropriate extension, both we and the client shall be entitled to withdraw from the contract. Claims for damages of the client are excluded.

If we are responsible for a delay, the client may withdraw from the contract in accordance with the statutory provisions, if he has previously granted us a reasonable period of grace of at least two weeks. If the customer has suffered damage as a result of the delay, he may claim 0,5% for a full week of delay, but in total not more than 5% of the invoice value of the part of the service that is not available as a result of the delay.

8 Warranty

We carry out the services commissioned in accordance with the principles of proper professional practice on the basis of scientifically recognized procedures and methods. We do not guarantee the achievement of the client's objective in placing the order.

Should one of our services be defect and result in an insignificant value, or the suitability of the service, we shall be entitled, at our discretion, to remedy the defect either by reperformance or by rectification of defects.

Obvious defects must be reported to us in writing at the latest within 3 weeks of handover or receipt of the service rendered, otherwise the service shall be deemed to be free of defects and the warranty claim of the client shall expire. Besides, the acceptance of the service in the knowledge of a defect shall lead to the loss of warranty rights, unless the client reserves his rights because of the defect in writing.

If the client is a merchant, he must also report hidden defects within 3 weeks of discovery in order to avoid the lapse of his warranty claims. Otherwise, his statutory inspection and notification obligations to inspect and give notice of defects remain in force.

The right to reperformance or rectification of the service at our discretion shall initially replace the right of the customer to rescind the contract or reduce the remuneration. The client must provide us with the time and opportunity required for subsequent performance at our reasonable discretion. If the client refuses to do so, we shall be released from the obligation of subsequent performance. If we refuse to perform the promised service again or to rectify it or if we fail to rectify the defect even after the client has set a reasonable period of at least 6 weeks in writing or if such a period is unreasonable for the client or if a new performance or rectification of defects fails twice, the client shall be entitled to a reduction of the remuneration or - in the case of considerable significant defects - to rescission of the contract. The client's right to withdraw from the contract does not apply to defect free partial performances, unless the client proves that these partial services are of no value to them.

In any case, the client is obliged to verify the validity of the results, interpretations, estimates and conclusions communicated by us with reasonable care and at his own risk, provided that he wants to rely on them in matters of significance. Should the results be recognizably incorrect, the client is obliged to inform us immediately. Objections to the content of an expert opinion must be asserted and specified in writing, within a three-week period of time after the receipt of the service provided by us. If no objections are raised within this period of time, the service shall be deemed to have been confirmed. If the client is a merchant and does not comply with this obligation, our performance shall be deemed to be in accordance with the agreement. Each analysis or investigation report shall refer exclusively to the samples taken by us and shall not make any statement about the rest of the delivery or lot from which the samples were taken.

Insofar as the client objects to the work results determined by us and this objection to the work is not proven after an appropriate verification, the client shall bear the costs of a repeated test or a repeated inspection.

9 Liability

Our services are provided on the basis of the information, documents and samples provided by the client and serve exclusively for the benefit of the client.

The client is responsible for drawing the necessary conclusions from the results of our work. We shall not be liable to the client or third parties for actions which have been taken or omitted on the basis of the results of our work, as well as for defective services which are based on unclear, incorrect, incomplete or misleading information provided by the client.

There is no liability for damage which occurred due to delays, errors, damages or other problems caused by events or circumstances that are unforeseeable or beyond our control or which arise out of our compliance with governmental orders, laws or regulations, liability for damages.

We shall be liable for damages and expenses incurred by the client, irrespective of the legal basis. In particular due to the breach of obligations arising from unlawful acts, due to intentional or grossly negligent conduct on our part, or on the part of our legal representatives or on the part of our assistants or vicarious agents. Liability for simple negligence in the event of breach of non-essential contractual obligations is excluded.

In all other respects, we shall be liable, subject to limitation to the foreseeable damage typical for this type of contract for damages arising from simple negligent breach of essential contractual obligations, in the event of simple negligent impossibility or simple negligent delay. An essential contractual obligation in this sense is deemed to exist if the fulfilment of such obligations is a prerequisite for the proper contract and the client may rely on its fulfilment.

We shall not be liable for any indirect or consequential loss or damage, in particular not for loss of profit, loss of business, loss of business opportunity, reduction of goodwill, or costs associated with a product recall. Furthermore, there shall be no liability for any loss, damage or costs incurred by the client as a result of a claim by a third party, or third parties, in particular in the event of the assertion of product liability claims.

Our liability in the cases set out above is limited to a maximum total amount per claim corresponding to the remuneration for those services whose performance of which has led to damage.

The above exclusions and limitations of liability for us, our representatives and vicarious agents shall not apply to damages arising from an injury to life, limb or health, if we are responsible for the breach of duty. The same applies with regard to guaranteed characteristics as well as to claims arising from product liability and due to fraudulent conduct. In all other respects, liability on the basis of mandatory statutory provisions shall remain unaffected.

Statutory rights of recourse on the part of the client exist only insofar as the client has not made any agreements with its contractual partners that go beyond the claims for defects with his contractual partners.

If an event causing damage lies in the area of responsibility of third parties, we shall, as far as possible, assign to the client at the client's request any claims against the cause of the damage from. If liability exists at the same time, the principal may only assert a claim against us when the assertion of the claims against the party responsible for the damage finally fails or is unreasonable.

10 Secrecy / Confidentiality

Secrecy and confidentiality shall be regulated in accordance with the currently valid version of the standard DIN EN ISO 17025.

11. Protection of work results

We retain the copyright to the services rendered, insofar as they are suitable for this purpose. The client may only use the reports, expert opinions or other contractual relationship reports, or other results with all their details, for the purpose for which they are intended in accordance with the contract, after full payment of the remuneration.

The client shall not be permitted to modify, edit or alter the reports or other results, or to use them only in part. The disclosure of investigation reports or expert opinions or other results to authorities or other public bodies is permissible, if the extent that this is required by the contractual purpose or is prescribed by law.

Furthermore, any publication or reproduction of the reports or expert opinions or other results as well as any other disclosure to third parties is only permissible with our prior written consent.

12 Limitation

All claims against us shall become statute-barred after one year, calculated from the statutory commencement of the limitation period. This does not apply in cases where the statutory period is shorter. The limitation period of one year from the statutory commencement of the limitation period shall also apply to claims for defects if the client is not a consumer.

This shall not apply to liability arising from intent, fraudulent concealment of a defect or in the absence of a guaranteed quality or insofar as we are liable for in the event of injury to life, limb or health or for other reasons for which we are compulsorily liable.

13 Place of performance/ court of jurisdiction

Unless otherwise agreed, the place of performance for the service and for the performance and for payment is our place of business in Horb am Neckar.

All disputes arising out of the contractual and non-contractual relations with reference to these General Terms and Conditions of Business between us and the customer shall be governed by and construed in accordance with the laws of the interpretation of the law of the Federal Republic of Germany to the exclusion of the provisions of international private law, in particular the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all such disputes shall be, insofar as the client is a merchant, a legal entity under public law or a special public legal person under public law, our registered office in Horb am Neckar. However, we are alternatively also entitled to sue at the general place of jurisdiction of the client.

14 Miscellaneous

If individual provisions of these General Terms and Conditions are, or become wholly invalid in whole or in part, this shall not thereby affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision which approximates as closely as possible the economic purpose of the contract and the will of the contracting parties as closely as possible. The same shall apply to any gaps in the General Terms and Conditions.

Amendments and supplements to these terms and conditions of contract must be in written form. The same applies to the waiver of the written form itself.

Should there be any discrepancies between the interpretation of the German and English versions of this GTC's, the German version shall prevail.