

1. General information

1.1 The following contractual terms and conditions apply to all offers, deliveries and services. They shall also apply to future business relationships, even if they are not expressly agreed again.

1.2 Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if known, unless their validity is expressly agreed to in writing.

2. Order

2.1 Orders shall only be deemed accepted after written confirmation. The text of the order confirmation shall be decisive for the content of the contract thus concluded, the type and content of the order. The customer is obliged to check these in all parts and to notify us immediately of any deviations.

2.2 We reserve the right to make changes to the design, the choice of materials, the specification and the type of construction after sending an order confirmation, provided that these changes are in line with technical progress and are reasonable for the customer.

2.3 Goldschmidt Inspection Germany GmbH (hereinafter referred to as GIG) carries out accepted orders for consulting, testing and expert opinions in accordance with the recognised rules of technology and the statutory and official regulations in force at the time of execution. GIG does not guarantee the technical rules or the correctness of the safety programmes or safety regulations on which the tests are based.

3. Decision rule

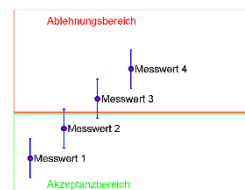
3.1 In principle, the regulations according to which GIG is to make conformity statements are agreed with the customer before the contract is concluded. GIG carries out tests on behalf of customers exclusively in accordance with international, European or national regulations or standard-compliant customer specifications. These regulations or specifications provide the conformity criteria according to which the assessment is carried out.

3.2 If a measured quantity is used for the conformity assessment, the following decision rule applies unless the underlying regulations specify otherwise:



- If the measured value (1) is below the acceptance limit, the object is evaluated as conforming.
- If the measured value (2) matches the acceptance limit, the object is also evaluated as conforming.
- If the measured value (3) is greater than the acceptance limit, the object is evaluated as non-conforming.

3.3 The measurements are repeated for measurements that show a significant influence due to the way in which they are carried out. The coverage factor $k=2$ is defined for the confidence interval so that approx. 95 % of all values are covered that can be reasonably assigned to the measured variable. The following applies in these cases:



- If the measured value (1) or the mean value of the series of measurements, including its confidence interval, is below the acceptance limit, the partial test is evaluated as conforming.
- In all other cases (measured values 2..4), the partial test is evaluated as non-conforming (failed).

4. Performance deadlines, delay in performance

4.1 Compliance with a delivery deadline is always dependent on timely delivery to GIG. If the possibility of delivery depends on delivery by the upstream supplier and if this delivery fails for reasons for which GIG is not responsible, GIG shall be entitled to withdraw from the contract.

4.2 Deadlines shall be extended appropriately if GIG is hindered in the proper fulfilment of the order due to other circumstances for which it is not responsible. Circumstances for which GIG is not responsible include delays for which the customer is responsible, as well as defects in the service for which the customer is responsible, as well as force majeure, strikes and similar circumstances. GIG shall not be in default if the deployed employees are absent due to illness, provided that the deployment of other employees is unreasonable for GIG.

4.3 If the customer is in default of acceptance or culpably breaches other duties to co-operate, GIG shall be entitled to compensation for the damage incurred by it in this respect, including any additional expenses. GIG reserves the right to assert further claims. If the above conditions are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.

5. Retention of title

5.1 Delivered goods shall remain the property of GIG until all claims arising from an ongoing business relationship have been settled in full.

5.2 The client is obliged to treat the purchased item with care as long as ownership has not yet been transferred to him. In particular, he is obliged to insure it adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work has to be carried out, the customer must carry this out in good time at his own expense.

5.3 The customer is authorised to resell the goods in the ordinary course of business. He hereby assigns to us all claims in the amount of the invoice amount that accrue to him from the resale to a third party.

5.4 The processing or transformation of the goods by the customer shall always be carried out in the name of and on behalf of GIG. If processing is carried out with items not belonging to GIG, GIG shall acquire co-ownership of the new item in proportion to the value of the goods supplied by GIG in relation to the other processed items.

6. Remuneration

6.1 Unless otherwise agreed, the service shall be based on GIG's current price list. The remuneration is net in EURO plus VAT.

6.2 Unless otherwise agreed in writing, all payments must be made within 30 days of the invoice date. In the event of late payment, default interest shall be charged at a rate of 8 percentage points above the base rate of the European Central Bank. We reserve the right to claim higher damages for late payment.

7. Offsetting and rights of retention

7.1 The customer shall only be entitled to offset if its counterclaims have been recognised by declaratory judgement or are undisputed. The customer shall only be authorised to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

8. Rights of the customer in the event of defects in the purchased item/statute of limitations

8.1 Claims for defects on the part of the customer presuppose that the customer has properly fulfilled its obligations to inspect the goods and give notice of defects in accordance with §§ 377 ff HGB (German Commercial Code). Should complaints arise despite the utmost care, obvious defects must be reported immediately, but at the latest within 14 days of receipt of the goods. Hidden defects must be reported immediately after their discovery, otherwise the goods shall be deemed approved.

8.2 GIG shall only provide a warranty for services that are expressly the subject of the agreed order. If the order only concerns the inspection or assessment of parts of an entire system, GIG shall not assume any warranty for the correctness, perfect condition and functionality of the entire system.

8.3 If, despite all due care, the delivered goods have a defect that already existed at the time of the transfer of risk, the customer has the right to subsequent fulfilment (subsequent delivery or rectification) at his discretion, subject to timely notification of defects. GIG may refuse the chosen type of subsequent fulfilment if it would only be possible at disproportionate cost. Claims for subsequent fulfilment only exist if defects were present when the purchased item was handed over; they do not exist in cases of incorrect handling or other improper use of the purchased item.

8.4 If the subsequent fulfilment fails, the customer may, at his discretion, demand a reduction in payment or cancellation of the contract. However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the customer shall not be entitled to withdraw from the contract.

8.5 Claims for defects shall become time-barred 12 months after delivery of the goods supplied by us to our customer.

9. Liability of GIG/statute of limitations

9.1 Unless otherwise stated below, any claims by the customer over and above those in section 7 are excluded. GIG is therefore not liable for damage that has not occurred to the delivery item itself; in particular, GIG is not liable for loss of profit or for other financial losses suffered by the customer.

9.2 Insofar as GIG's liability is excluded or limited, this shall also apply to the personal liability of legal representatives and vicarious agents.

9.3 Excluded from the above limitations of liability are claims arising from injury to life, limb or health if GIG is responsible for the breach of duty, and other damages that are based on an intentional or grossly negligent breach of duty by GIG.

9.4 If GIG negligently breaches an obligation typical of the contract, the obligation to pay compensation for property damage shall be limited to the foreseeable damage typical of the contract.

9.5 The limitation period for the customer's rights and claims is 12 months from delivery of the purchased item.

10. Data protection, confidentiality, copyrights

10.1 GIG undertakes to maintain confidentiality about all facts that come to its knowledge through the order, insofar as these relate to the client and the subject matter of the order.

10.2 GIG expressly reserves the copyrights to the expert opinions, test results, calculations, etc. prepared by GIG.

10.3 GIG undertakes to observe the principles of impartiality, objectivity and neutrality at all times and commits all employees accordingly. This also applies in the context of business relationships with clients of laboratory services.

10.4 "Confidential Information" means all INFORMATION of one of the parties in oral, written or other form to which the other party has access (including, but not limited to, technical and commercial information, in particular information about trade and business secrets such as inventions, technical processes, formulas, software codes, product designs, costs and other financial information and other marketing data)

10.5 Exempt from the obligation of confidentiality is any INFORMATION that demonstrably:

- had already been generally known at the time of obtaining knowledge or became generally known at a later date and without breach of the obligations of this AGREEMENT,
- had already been known to the recipient of the information at the time it was obtained,
- was developed by the information recipient on the basis of its own research/development work and independently of the INFORMATION,
- had been made available to the recipient of the information by third parties who had lawfully obtained this INFORMATION and were authorised to disclose it, or
- needed to be disclosed by the recipient of the information due to mandatory legal provisions and/or due to mandatory decisions by courts or state administrative authorities.

11. Intellectual property

11.1 Drawings and samples provided by GIG to the other party shall remain the property of GIG and may not be passed on to third parties, shown to them or reproduced without GIG's express consent.

11.2 The other party undertakes not to disclose any confidential information that it receives from GIG to third parties, with the exception of confidential information that GIG agrees to release in writing or that is released on the basis of mandatory statutory provisions or a decision by a public authority.

11.3 GIG reserves the property rights and copyrights to illustrations, drawings, calculations and all other documents that are made available by GIG for the purpose of executing the contract, including in electronic form. They may not be made accessible to third parties without the prior written consent of GIG, otherwise they shall be null and void.

11.4 Each of the Parties shall retain exclusive ownership of its intellectual property rights at the date of the Agreement, whether patented or not, including know-how and knowledge owned or acquired prior to the entry into force of the Agreement or independently of the fulfilment of the said Agreement.

11.5 GIG retains exclusive ownership of the intellectual property rights, whether patented or not, to the know-how and knowledge it has acquired during the performance of the Agreement.

11.6 GIG retains exclusive ownership of the intellectual property rights, title and ownership rights to the developed results, products and their components.

12. Place of fulfilment, place of jurisdiction

12.1 The place of fulfilment and place of jurisdiction for the obligations of both parties arising from this contract is the respective GIG location concluding the contract.

12.2 German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

13. Final provisions

13.1 Should individual provisions of the contract with the customer, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision.