

General Terms and Conditions

Validity of terms and conditions

The deliveries, services and offers of the Seller shall be implemented exclusively on the basis of these terms and conditions. These shall also apply to any future business relationships, even if they are not expressly agreed once again. These terms and conditions shall be deemed as accepted at the latest when the goods or services are received. Any contrary confirmations that may be made by the Purchaser by referring to his terms and conditions, respectively purchasing conditions, are hereby rejected.

Offer and conclusion of contract

The Seller's offers are subject to change and not binding. Delivery shall at all times be subject to timely and correct delivery by our own suppliers. This shall only apply if we are not responsible for the failure to deliver. Declarations of acceptance and all orders must be confirmed in writing by the Seller, including confirmations by fax or e-mail, to be legally effective.

Prices

Except as otherwise stipulated, the Seller's prices quoted in the offer shall remain binding for 30 days after the date of the offer. Otherwise the prices cited in the Seller's order confirmation plus the respective VAT shall apply. Additional deliveries and services shall be invoiced separately.

Delivery and service time

Delivery terms or deadlines, which may be agreed as binding or non-binding, must be stipulated in writing.

Warranty

The Seller hereby guarantees that the services will be provided according to the latest respective state-of-the-art technology by properly trained specialist personnel. Analytical results shall exclusively refer to the sample material provided and the respective investigated sample area. Any further-reaching conclusions on the basis of these findings shall be the sole responsibility of the Buyer. The warranty period for products shall be 24 months. The Buyer must notify the Seller regarding all recognizable details of any defects the Buyer may discover during the warranty period: this notification must be in writing and in any case in a reproducible form. In doing so the Buyer shall follow all appropriate instructions issued by the Seller for analyzing any problems and troubleshooting. The warranty shall not cover the remedying of any defects that are incurred through normal wear and tear, outside influences or operating errors. The warranty shall not apply if the Buyer – without the approval of the Seller – himself alters the devices, elements or auxiliary devices or has them altered by third parties, unless the Buyer proves that such defects were neither completely nor partly caused by such alterations and that alterations do not make it more difficult to remedy the defects. Within the framework of his warranty obligation the Seller may repair the defective devices or replace them, respectively in the case of analytical services, repeat or supplement investigations. The Buyer shall give the Seller the necessary time and opportunity to implement improvement work. Insofar as this is possible and appropriate with regard to the impacts of the defects, the Seller shall provide an intermediate solution for working around the defect until the defect is finally remedied; the intermediate solution may entail providing a comparable replacement installation. Only the immediate Buyer shall be entitled to warranty rights and these rights shall not be transferable. In the event of a final failure to remedy the defect through improvement, which shall under no circumstances be deemed as failure until the second attempt to remedy the defect through improvement has been completed, the Buyer may withdraw from the contract or reduce the purchasing price. The above clauses shall finally include the warranty for products, respectively services and shall exclude all other types of warranty claims. This shall not apply to claims for damages on the basis of warranted characteristics.

Reservation of title

Until the fulfillment of all claims of the Seller (including all current account balance claims) which are currently due vis-à-vis the Buyer or which will be due in the future on the basis of the respective legal ground, the goods shall remain the property of the Seller.

Payment

Unless otherwise agreed, the Seller's invoices must be paid 14 days after billing without any deduction. Even if there has been notification of defects or counterclaims have been asserted, the Buyer may only set off, retain or reduce if the counterclaims have been legally decided or are undisputed.

Constructional changes

The Seller reserves the right to carry out constructional changes; however, the Seller shall not be obliged to carry out such changes on products that have already been delivered.

Non-disclosure

Unless otherwise expressly agreed, any information provided to the Seller in connection with orders and information derived from the analytical services will be handled confidentially.

Provision of services by third parties

Unless otherwise agreed, if there are no explicit instructions from the Buyer when the order is placed, the Seller shall not be obligated to implement the services, respectively the work performances himself in person, i.e. through his organs or employees; rather, he may completely or partially commission third parties to perform the contractual obligations.

Limitation of liability

The Seller shall only be liable – on whatever legal ground – if the damage is caused by culpable violation of a contractual obligation in a way that jeopardized the achievement of the purpose of the contract or is due to gross negligence or willful intent on the part of the Seller. If the Seller is liable for the violation of a material obligation without any gross negligence or willful intent, the liability shall be limited to the scope of damage that the Seller would typically expect to be incurred due to the circumstances the Seller was aware of at the time the contract was concluded. The limitation of liability shall in the same way apply to damage caused by gross negligence or willful intent on the part of the Seller's employees or vicarious agents who are not managers or executive employees of the Seller. In such cases the Seller shall not be liable for indirect damage, consequential harm caused by a defect or for lost profit. With regard to the characteristics of the products and the possible use by the Buyer, the typical foreseeable scope of damage shall under no circumstances exceed an amount of 2.500.000,00 Euros. The liability limitations shall correspondingly apply also to the employees and vicarious agents of the Seller. Any possible liability of the Seller for failure to provide the warranted characteristics or on the grounds of the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

Applicable law, place of jurisdiction, partial invalidity

The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relations between the Seller and the Buyer. Insofar as the Buyer is a trader in the sense of the German Commercial Code (Handelsgesetzbuch) or is a public law entity, Münster shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from this contractual relationship. Should a provision in these terms and conditions or a provision within the framework of any other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.