

General Business Terms and Conditions of GBA Gesellschaft für Bioanalytik mbH

§ 1 Scope

The legal relationships between the GBA Gesellschaft für Bioanalytik mbH and its customers are defined by the following contractual terms and conditions. Any terms and conditions from the customer which differ from these may only become part of this contract with the express written consent of the GBA Gesellschaft für Bioanalytik mbH.

§ 2 Orders

The acceptance of orders as well as agreements, pledges, or additional agreements within the context of contract negotiations made verbally, on the telephone, or by employees, require the written or verbal confirmation of the GBA Gesellschaft für Bioanalytik mbH in order to take effect. The subjects of the order are chemical analyses, consulting, assistance in planning appraisals, as well as the determination of facts, description of experiences, ascertaining causes, assessment and testing in the fields of foodstuff, environmental, pharmaceutical, and consumer goods analysis, according to the current standard of technology.

§ 3 Execution of the Order

The specifications of an order shall be determined before the order is placed. Changes to the agreed specifications must be placed in writing. The order shall be carried out by the GBA Gesellschaft für Bioanalytik mbH in an unbiased way and to the best of their knowledge and in good faith. The GBA Gesellschaft für Bioanalytik mbH can perform their duties by engaging experts that work for them. To the extent that it is necessary or appropriate for evaluation orders and as long as the individual responsibility remains with the experts, the GBA Gesellschaft für Bioanalytik mbH can avail themselves of the help of expert employees in the preparation and the execution of the evaluation. In order to properly execute the order at the expense of the client, the GBA Gesellschaft für Bioanalytik mbH is entitled to carry out the standard and required tests and measurements at its obligatory discretion, or to allow those duties to be carried out by a competent subcontractor, without requiring the express consent of the client. Subcontractors, as a matter of principle, do not receive any personal data. Instead, they only receive the data that is necessary to conduct the analyses. Furthermore, this data is provided in anonymized form. When processing orders, the subcontractors work strictly in accordance with the General Data Protection Regulation and adhere to the stipulations of Article 28 of the GDPR. If unforeseen tests, or tests which are costly or time-consuming relative to the purpose of the evaluation, are necessary, the consent of the client must be obtained in advance. The GBA Gesellschaft für Bioanalytik mbH shall be given empowered by the client to obtain information which is necessary for the formation of an evaluation from concerned parties, agencies, and third parties and to conduct inquiries.

§ 4 Obligations of the Client

The client may not give the GBA Gesellschaft für Bioanalytik mbH any instructions which can falsify the results of an evaluation or the actual determination thereof. The client shall ensure that all of the information and documents necessary for the execution of the order are made available to the GBA Gesellschaft für Bioanalytik mbH free of charge and on time.

§ 5 Non-Disclosure Obligation

The GBA Gesellschaft für Bioanalytik mbH is prohibited from disclosing, forwarding, or make use of facts or documents that they were trusted with in the context of their work, or otherwise were made known to them, without authorization. The obligation of secrecy encompasses all non-public facts and extends beyond the duration of the working relationship. The GBA Gesellschaft für Bioanalytik mbH is authorized to disclose, forward, or make use of knowledge gained during their work, if is required to do so by law or if the client explicitly releases them from the non-disclosure agreement in writing. Apart from that, the GBA Gesellschaft für Bioanalytik mbH and their employees, upon consultation with the client, are authorized to utilize and publish test results from the context of their work, with due regard to the privacy agreement, for scientific purposes, and to submit an independent scientific appraisal.

§ 6 Data Privacy

In the context of processing orders, GBA Gesellschaft für Bioanalytik mbH handles personal data insofar as it is necessary to fulfill the order. In particular, this includes the names and professional contact information of the appropriate contact people employed by the client. This data is processed exclusively for the appropriate purposes, such as order fulfillment, billing, and transmitting analytical results. Further information on this topic can also be found on our information sheet on customer data collection as well as the data privacy statement on our website.

§ 7 Copyright

The publishing of appraisals, their usage, reproduction, and dissemination is only permitted within the framework of the contractually defined usage and when credit is given to the GBA Gesellschaft für Bioanalytik mbH by name.

§ 8 Remuneration

The GBA Gesellschaft für Bioanalytik mbH has the right to receive a remuneration for its services. The prices are usually agreed upon based on the project. The current pricelist of the GBA Gesellschaft für Bioanalytik mbH serves as a basis. All prices are subject to the current German VAT.

§ 9 Payment and Delayed Payment

The agreed remuneration is payable when the client is given access to the service (protocol, evaluation report, planning). Unless otherwise agreed upon, invoices are to be paid within 14 days of the invoice date. Discounts require the written approval of the GBA Gesellschaft für Bioanalytik mbH. The report may be sent by post with the amount due in cash on delivery. Money orders, checks, and bills of exchanges are only accepted as payment under special arrangement and after all charges are calculated. If the customer defaults on a payment or an advance payment, then, after setting a reasonable grace period, the GBA Gesellschaft für Bioanalytik mbH can cancel the contract or charge an interest rate of 7% over the Euribor base interest rate, a minimum of 8%. The GBA Gesellschaft für Bioanalytik mbH reserves the right to claim greater damages caused by default if there is appropriate evidence. If the client fails to comply with the terms and conditions of payment, the GBA Gesellschaft für Bioanalytik mbH is authorized to make all outstanding amounts receivable due immediately. This also applies to non-payment of bills and checks. The demands of the GBA Gesellschaft für Bioanalytik

mbH can only be offset by the client if the client's counterclaim is undisputed or there is a legal title present. The client can issue a lien if it is based on claims in the signed contract.

§ 10 Failure to Meet Deadline

The GBA Gesellschaft für Bioanalytik mbH bears no responsibility for meeting a certain deadline for the completion of an analysis, planning, or evaluation report. Deadlines for the completion of an order are considered unbinding, unless otherwise agreed upon and expressly stated in written form to be binding. All verbal statements related to the order are only valid if put in written form. If a deadline for delivering the service is agreed upon, this period begins when the contract is signed. If the GBA Gesellschaft für Bioanalytik mbH requires records from the client in order to provide the service, or if an advance payment is agreed upon, then the period begins only after receiving the complete documentation and/or the advance payment.

§ 11 Cancellation

The GBA Gesellschaft für Bioanalytik mbH and the client can cancel the contract for cause at any time. The cancellation must be expressed in writing. Cancellation without cause is prohibited. If the contract is cancelled for a cause for which the GBA Gesellschaft für Bioanalytik is responsible, then remuneration is due for the partial service up until the cancellation date only insofar as it is objectively usable for the client. In all other cases, the GBA Gesellschaft für Bioanalytik mbH reserves the right to full disbursement. In individual cases where the client cannot prove a higher proportion of saved expenditures, this shall be agreed upon as 40% remuneration for the services not yet provided by the GBA Gesellschaft für Bioanalytik mbH.

§ 12 Guarantee

The client can initially only accept free subsequent improvement to the service as a guarantee. This requires a grace period of reasonable length. If no improvement is made within a reasonable time period, or if the improvements fail, the client may demand that the contract be rescinded (rescission) or the price be reduced (reduction). Obvious deficiencies must be reported to the GBA Gesellschaft für Bioanalytik mbH in writing immediately after being determined by the client, otherwise the right to a warranty expires. In the absence of guaranteed features, the right to claim damages remains unaffected.

§ 13 Liability and Statute of Limitations

The GBA Gesellschaft für Bioanalytik mbH and its representatives shall bear no liability – irrespective of legal basis – for all cases, unless damages were caused deliberately or through gross negligence. This disclaimer also applies to damages that occur during improvement measures. The client's rights to a guarantee according to § 12 remain unaffected by this. Claims concerning delays in delivery are settled definitively in § 9. All claims that are not subject to the short limitation period defined by § 638 BGB (German Civil Code) expire after three years.

§ 14 Place of Fulfillment and Place of Jurisdiction

The place of fulfillment is the headquarters of the GBA Gesellschaft für Bioanalytik mbH. If the client is a merchant, a legal entity by public law, or a special fund under public law, the headquarters of the GBA Gesellschaft für Bioanalytik mbH is the exclusive place of jurisdiction. If the client has no general place

of jurisdiction in the country or moves to a location abroad after the contract is completed or if his domicile or residence cannot be determined at time the action is filed, then the place of jurisdiction is also the headquarters of the GBA Gesellschaft für Bioanalytik mbH. If any individual part of this contract is deemed invalid, the validity of the remaining content of the contract is unaffected.

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