

General Terms and Conditions of Laboratory Dr. Böse GmbH

Validity and Acceptance

When a customer places an order, his full acceptance is implied of these general terms and conditions of Laboratory Dr. Böse GmbH, Carl-Zeiss-Straße 6, 31177 Harsum, Germany, which supersede any other terms or conditions and are an integral part of the contract. Should the customer not specifically object to the validity upon placing his order, these terms and conditions are valid for the duration of the business connection. Regulations to the contrary or diverging conditions of the customer are strictly opposed unless they have been specifically agreed upon by Laboratory Dr. Böse GmbH in writing. This is also valid if Laboratory Dr. Böse GmbH implicitly carries out its services even if aware of contrary or diverging regulations.

Placement of Order and Order Acceptance

The contractual relationship underlies the directory of services, price list, specific customer order information, as well as these listed regulations. The sender is the customer in the contractual sense, provided that no other agreements exist.

Contractual relations are brought into effect when Laboratory Dr. Böse GmbH acknowledges receipt of contract and accepts order. Laboratory Dr. Böse GmbH verifies all incoming orders for totality and actability. The order verification is subsequent to the order acceptance or decline. It is not necessarily the case that an acknowledgement of receipt results from an order acceptance. The order acceptance takes place either in a written form or consistently throughout the execution. Given that an order is denied after the verification process the customer will be informed immediately.

Orders may be made in any written format that the customer chooses, thus also in electronic format. Informal orders are also accepted. However, should this result in problems Laboratory Dr. Böse GmbH is not subject to liabilities in any way whatsoever.

We assume no liability for any intended purpose that the customer pursues, neither for proving the customer's identity, to make sure that the contract partner is in fact the person mentioned in the contract. Should any of the persons mentioned in the order not verily be associated with the order we assume no liability for any damages or disadvantages, which originate from our presented expert reports.

The contractual relationship is restricted exclusively by the customer order. Laboratory Dr. Böse GmbH is not bound to carry out any examinations other to the ones requested in the order.

Additional demands of examinations to an order that is already completed will be considered and treated as a new order.

Job Execution and Terms of Delivery

Laboratory Dr. Böse GmbH carries out orders with conscientious care. Delivery dates are provided for information only, and are not binding. It is our matter of concern to deal with all orders as quickly as possible. However, delays due to an increasing demand at short notice cannot be ruled out. The customers will be informed of this immediately. Therefore, there is no claim to precisely abide by delivery dates.

Dealing with Ancillary Equipment

All incoming samples become property of Laboratory Dr. Böse GmbH. On conclusion of the examinations, Laboratory Dr. Böse GmbH is not obliged to create retained samples. However, we reserve the right to hold back retained samples for our own purposes.

Right of Rescission

A right of rescission is only legitimate so long as the sample testing in the laboratory has not begun. This conceded right of rescission expires with the registration of the sample, at the latest. As of the moment of registering the sample, Laboratory Dr. Böse GmbH is entitled to charge for the requested services despite objection.

Damages

In the event of a force majeure (natural phenomena or traffic tie-ups) or network or server faults, conduction or transmission disturbances and viruses or disturbances in the mailing route, Laboratory Dr. Böse GmbH assumes no liability for any damages whatsoever. The customer is responsible for the final inspection of all dispatched data.

Confidentiality and Data Protection

Confidentiality

Laboratory Dr. Böse GmbH is obliged to treat all submitted or known information that concern the order itself or the customer with confidentiality. This obligation is also valid after the contract is closed. Information to third parties, persons who are not expressly identified in the contract by name, is only available should the customer give his agreement. However, in view of the electronic transfer of data as well as any other electronic form of communication between the customer and the contract partner, Laboratory Dr. Böse GmbH cannot guarantee absolute protection of data, because it cannot be excluded that unauthorized third parties illegally access the transferred data through an electronic manner, and that is why we assume no liability whatsoever.

Data Protection

The customer is in agreement with the fact that Laboratory Dr. Böse GmbH saves and processes customer's personal data in machine-readable form. Customer data is only saved for internal purposes. Laboratory Dr. Böse GmbH solely uses and processes customer data under strict following of the Data Protection Act.

Furthermore, the customer agrees upon the fact that Laboratory Dr. Böse GmbH uses all transmitted data for comparing surveys in the laboratory according to international standards (IEC). The customer agrees that Laboratory Dr. Böse GmbH uses all data that is linked to the order for round robin tests and comparing surveys in the laboratory anonymously.

Terms of Payment

All prices are valid from the date of the formation of Laboratory Dr. Böse GmbH.

Lawfully value added tax that is applicable as of contract completion will be added on to the prices given. Given that current services are owed, the VAT rate that is valid at the time of the payment for the respective demand is decisive.

Maturity is valid from the date of maturity, normally within 10 days after issuing an invoice. The payments are to be made when due without any deductions onto an account of Laboratory Dr. Böse GmbH.

Also against other instructions by the customer, Laboratory Dr. Böse GmbH can credit its payments onto the customer's oldest debts.

If costs or interests have already occurred, Laboratory Dr. Böse GmbH can credit the payments on the costs, then on the interest and lastly, on the main service.

The customer may only have the right for compensation, if his counterclaims have been confirmed by a court of law or are undisputed by Laboratory Dr. Böse GmbH; this is not tangible to a possible existing right to reduce the price. The customer can assert no retention rights in this contractual relationship in connection with earlier or other contractual relationships with Laboratory Dr. Böse GmbH.

Laboratory Dr. Böse GmbH expressly reserves the right to reject cheques and bills of exchange from customers. Such surrogate means of payment are accepted for the sake of payment only. Bills of exchange are only ever accepted on the condition that they are eligible. Discounting, bills of exchange taxes and any other costs connected with the acceptance of such payment surrogates are to be charged to the customer and are due immediately.

Services on account of incomplete or incorrect customer data and arising costs for additional services are to be paid by the customer.

Upon consultation, surcharges are raised for the necessary additional expenditure that results from rush or special orders.

As far as the price list and list of services provide for monthly settlements, the calendar month is decisive for this as a time scale.

Laboratory Dr. Böse GmbH is entitled to assign a claim from deliveries and services for financing purposes.

Delay of Payment

As a consequence of a delay in the payment, Laboratory Dr. Böse GmbH is entitled to charge a default rate of interest of 8 percentage points above the respective prime rate of the Deutsche Bundesbank for entrepreneurs, and in the case of consumers at least 5 percentage points above the respective prime rate of the Deutsche Bundesbank, plus the respective legal VAT. Accrued interest is due immediately. A claim for compensation of further damages is not excluded.

In case of concrete evidence of an impending insolvency of the customer or should it become apparent in any other way after conclusion of the contract that our consideration is threatened in any way by inability of the customer to perform its obligations, Laboratory Dr. Böse GmbH may cease further performance of current orders and demand the immediate prepayment of all amounts under the contract, including those not yet due, and demand deferred payments or security guarantees.

The risk of incidental perishing or incidental deterioration shall be transferred to the customer at that point in time at which the customer enters into default of acceptance or default of payment.

Title Retention

Laboratory Dr. Böse GmbH reserves the right to retention of title to the delivered items until receipt of full payment for the respective shipment. Services stated in the contract, demands, future demands as a result of this contract, and the entire business connection with the customer remains in the possession of Laboratory Dr. Böse GmbH, until completion.

Risk of Loss

Laboratory Dr. Böse GmbH is responsible for submissions on delivery into the laboratory. Should submissions prove to be defective after accepting the order, Laboratory Dr. Böse GmbH is relieved from the execution. If this defect has anything to do with unforeseen circumstances beyond the control of Laboratory Dr. Böse GmbH (for example, climatic influences or other damages when shipping, improper dispatch by customers, incorrect description of samples, insufficient amounts), Laboratory Dr. Böse GmbH is eligible to charge for services performed, namely for actual expenses (also reshipment, disposal etc.).

As soon as Laboratory Dr. Böse GmbH dispatches its goods with a freight carrier (courier service, Deutsche Post AG), the customer takes over the responsibility and is liable for any risks that may occur during transportation. After this given time, Laboratory Dr. Böse GmbH is not liable for any risks in the event of delay, damage and impairment.

Liabilities

Laboratory Dr. Böse GmbH is liable for gross negligence and intent, default, unenforceability, initial inability, and for the existence of guaranteed obligations concerning contractual obligations in detail. The liability is limited to foreseeable damages. This applies for vicarious agents, too.

Laboratory Dr. Böse GmbH assumes no liability for self-originating damages not stated in the subject matter of the contract, regardless of legal grounds, and especially not for lost profits or other financial damages.

A liability is excluded for everything else.

Effectiveness

In the case of at least one regulation out of these general terms and conditions becoming inoperative or incomplete, it does not automatically affect the remaining regulations. The parties are obliged to enter into an agreement that is on close terms with the intended regulations.

Place of Jurisdiction and Legal Domicile

The place of fulfilment for all contractual services is the domicile of Laboratory Dr. Böse GmbH in Harsum. Upon disagreements between the contract partners, the law of the German Republic is exclusively to be applied, excluding the regulations of the Introductory Law of the German Civil Code (EGBGB; Einführungsgesetz zum Bürgerlichen Gesetzbuch). With respect to commercial customers according to the German commercial law (HGB; Handelsgesetzbuch) and foreign customers, the court of jurisdiction Hildesheim (domicile of Laboratory Dr. Böse GmbH) is understood as agreed. Should the domestic customer not be a registered trader with respect to the German commercial law, the jurisdiction applies according to the German code of civil procedure (ZPO; Zivilprozessordnung).

Information pursuant to Section 5 German Telemedia Act (§ 5 TMG; Telemediengesetz)**Laboratory Dr. Böse GmbH**

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Domicile: Harsum

Commercial Register of the local court: Amtsgericht Hildesheim: HR B 2988 Hildesheim

Value Added Tax identification number: DE177008473