

GENERAL TERMS AND CONDITIONS of Eurofins Umwelt Österreich GmbH & Co. KG Terms_009 valid from April 11, 2022

1. GENERAL PROVISIONS

- 1.1 The General Terms and Conditions of Eurofins Umwelt Österreich GmbH & Co. KG (EF UMWELT AT) form the basis for business dealings between customers and the EF UMWELT AT as supplier.
- 1.2 The General Terms and Conditions basically apply to every order being processed between customer and EF UMWELT AT.
A partial restriction or complete suspension of the General Terms and Conditions must be made in writing to be legally binding.
- 1.3 EF UMWELT AT reserves the right to modify or adapt its General Terms and Conditions without further notice.
- 1.4 The obligation to inform himself about the content and nature of the General Terms and Conditions is incumbent on the customer.

2. GENERAL TERMS AND CONDITIONS

- 2.1 The contractual relationship as well as any changes and amendments to it must always be made in writing in order to be legally binding (including any deviation from the General Terms and Conditions).
- 2.2 Oral agreements shall only become valid if one of the contracting parties confirms them in writing and the other contracting party does not declare in writing within one week of receipt of the written document that he disagrees with the contract, amendment, or modification.
- 2.3 The customer agrees to the publication of test results or measurement results in an anonymous form, which does not reveal either the customer or the place of testing, in summaries or in publications.

3. SCOPE OF PERFORMANCE/DUTIES OF THE SUPPLIER

- 3.1 The supplier is obliged to inform the customer in writing of the results of the tests or measurements carried out.
- 3.2 Unless the customer releases him from this obligation in writing, the supplier shall be obliged to keep confidential the assignment and the knowledge gained in the execution thereof, in particular with regard to the customer's operational and business matters, and to impose this obligation on any vicarious agents. However, this obligation to maintain secrecy shall be ineffective if the supplier is or becomes obliged by mandatory statutory provisions or by competent authorities or courts of jurisdiction to disclose confidential information. The supplier is obliged to inform the customer separately about such disclosures if no legal prohibition stands in the way of giving such information.
- 3.3 As a rule, the supplier shall himself perform the services which he is contractually obliged to perform. If the customer subcontracts a part of the order, he shall ensure and be able to prove that his subcontractor is competent to carry out the activities in question and that, where applicable, he meets the relevant requirements laid down in EN ISO/IEC 17025, EN ISO/IEC 17020 or in other relevant standards for conformity assessment. In particular, the supplier reserves the right to subcontract services to competent subcontractors associated with the Group. The supplier shall inform the customer of any intended subcontracting. Reports by the supplier shall identify subcontracted services in relation to the relevant part of the service and shall specify the subcontractor.

4. LIABILITY OF THE SUPPLIER

- 4.1 The supplier shall not be liable for damage caused to the goods to be tested, unless such damage is due to gross negligence on his part. In particular, he shall not be liable for damage typically or necessarily associated with the performance of the examination or measurement, unless he has caused such damage by gross negligence.

5. SCOPE OF PERFORMANCE/DUTIES OF THE CUSTOMER

- 5.1 The customer undertakes to provide the supplier free of charge with the items required for the performance of the contract (test material, plans, documents etc.) and to provide all necessary information. In addition, the customer shall provide all information about the nature of the sample or material to be tested and about the location of the sampling / measuring which is likely to endanger the safety of the supplier and third parties or which may be relevant for the result of the examination / measuring.
- 5.2 Insofar as the examinations/measurements necessary for the performance of the contract are to be carried out outside the business premises of EF UMWELT AT, the customer shall allow access to the relevant locations.
Furthermore, the customer shall ensure that the objects to be examined or measured are accessible in a way which allows an unhindered and proper performance of the contract. In particular, the customer shall take all necessary precautions to protect the rights of third parties (including the rights of the Republic of Austria).
- 5.3 The customer shall obtain any official permits or consents of third parties required for the performance of the contract at his own expense and provide evidence thereof to the supplier.
- 5.4 The results of the examination or measurement may be published by the customer only in their complete written form and including the name of the supplier. Extracts or partial publications must be named as such and requires the prior consent of EF UMWELT AT.
- 5.5 If it is necessary to replace a report already issued, the previous invalid version shall be returned to the supplier. If the report was sent digitally, the customer must delete the replaced report immediately.

6. LIABILITY OF THE CUSTOMER

- 6.1 The customer shall be liable for all damage caused by faulty provision and supplying of the goods to be tested or a breach of the obligations laid down in article 5.1 to 5.4 of the Terms and Conditions and shall indemnify and hold the supplier harmless against third-party claims.

7. TEST MATERIAL

- 7.1 After fulfilment of the contract, the supplier is entitled but not obliged to store the test material for the duration of the warranty period.
- 7.2 Even after expiry of the warranty period, the customer shall be obliged to take over and remove the test material at the supplier's request; in case of default, the supplier may have the test material stored at the customer's expense or store it himself; in the latter case, the customer shall have to pay the customary local storage fees.

8. RIGHT OF WITHDRAWAL

- 8.1 The supplier is entitled to withdraw from the contract if
a) settlement or bankruptcy proceedings are opened over the assets of the customer or the opening of bankruptcy proceedings is rejected for lack of sufficient assets; the right of withdrawal can be asserted in the case of settlement proceedings for the entire duration of the settlement proceedings until the suspension of the same, in other cases for an unlimited period of time until the end of the investigation;
b) a timely fulfilment of the contract is impossible due to circumstances for which the customer is responsible;
c) the customer does not fulfil his obligations to cooperate, in particular according to article 5.1 to 5.3, despite being granted a period of grace;
d) in the event of an agreed obligation to provide full or partial advance performance on the part of the customer, the customer fails to meet his obligations despite being granted a period of grace.
- 8.2 If the supplier declares his withdrawal from the contract in accordance with these provisions, he shall be entitled to a compensation for all costs incurred by him up to that point.

9. PRICES, TERMS OF PAYMENT

- 9.1 All prices are quoted in EURO excluding the statutory value added tax. Prices are subject to change.
- 9.2 If, in the course of the execution of the contract, a service is required which has not been included or is not provided for within the scope of the order, the supplier shall reach an agreement with the customer on this matter before implementing the service.
- 9.3 The supplier reserves the right to perform and invoice partial services.
- 9.4 The payment period is 14 days net from the date of invoice.
- 9.5 In the event of default of payment, 10% interest p.a. shall be deemed agreed.

10. APPLICABLE LAW

- 10.1 The agreements concluded between the contracting parties and these General Terms and Conditions shall be governed exclusively by Austrian law, to the exclusion of the reference norms of the Austrian IPRG (Code on Private International Law) and the EVÜ (Convention on the Law Applicable to Contractual Obligations) and the provisions of the UN Convention on Contracts for the International Sale of Goods.
- 10.2 Austrian law shall apply both to the regulations governing the conclusion and the content of the legal transaction in question.

11. COMPETENT COURT, PLACE OF PERFORMANCE

- 11.1 The place of jurisdiction for civil law disputes shall be exclusively the court which is factually competent for Wiener Neudorf.
- 11.2 Place of performance is Wiener Neudorf.

12. SEVERABILITY CLAUSE

- 12.1 Should one or more provisions of the agreements concluded with the customer, including these General Terms and Conditions, be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining contractual provisions. The wholly or partially invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

13. DECISION RULE

- 13.1 Information regarding the decision rule according to EN ISO/IEC 17025:2017: The expanded measurement uncertainty is not taken into account when assessing the conformity of analytical results. If the customer wishes another decision rule to be applied, the decision rule needs to be given in advance in written form.