

General Terms and Conditions of imat-uve gmbh

The following general contractual conditions apply for all offers, contracts and services. They determine the legal relationship between the respective principal and the contractor, imat-uve gmbh, hereinafter referred to as imat-uve and principal, as an additional integral part of the contract.

1. Subject of the assignment, extent and execution of accepted services

The definition of the object of examination and type and extent of services is generally described in the context of a written offer or a written offer confirmation. If the principal requests the application of a decision rule (evaluation in the test report) that is not clearly included in the required specification or standard, then the principal has the obligation to define the basis of the decision rule. If he cannot do so, then imat-uve will define the decision rule and communicate it clearly defined in the test report. Written offers are valid for 30 days. Upon expiration of this period a new written offer has to be provided by imat-uve. Changes and amendments of the agreed scope of service require the written form. Verbal understandings require written confirmation within 8 days to be effective. Imat-uve is obligated to execute the commissioned services with due care based on the generally accepted rules of technology. imat-uve reserves the right to determine the methodology of the analyses. This particularly applies in case of changing conditions which may arise in the process of the examination and which were not predictable prior to the commencement of the work. In the event of significant changes or increases in cost, imat-uve is obligated to inform the principal in writing without undue delay. In the event of a written notification pertaining to significant changes or increases in costs, the principal may object to the changes or withdraw from the contract within 8 days, calculated from the date of receipt of notification. The respective declarations require the written form to be effective. If the principal does not utilize these rights within the above-mentioned period, the changes or increases in costs are deemed an integral part of the contract. If the principal specifies the methodology of the analyses or a certain extent of the analyses, the completeness or appropriateness of the analyses regarding the purpose of the analyses are not subject of the assignment. In the event of peak assignment times imat-uve reserves the right to, in turn, cover assignment peaks by appropriate subcontracting in order to warrant compliance with deadline and quality. In individual cases, this may also occur without previous notification of the principal. Furthermore, the contractor reserves the right to outsource tests that cannot be performed in-house to qualified laboratory partners.

2. Termination of contract

In the event of an important reason, the principal and imat-uve can terminate the contract without complying with a period of notice at any time. The termination requires the written form to be effective. In the event of a termination or premature cessation of the contract for other reasons, the principal is obligated to reimburse provided partial performances and the incurred expenses upon receipt. imat-uve reserves the right to revoke discounts granted based on the total assignment.

3. Receipt of samples

The principal is responsible for the proper delivery and packaging of the materials to be examined. The principal is obligated to stipulate all information relevant for the handling of the samples (e.g. in case of contaminated, toxic, caustic, highly inflammable, explosive or radioactive test material). The sample material provided to imat-uve or extracted for the analyses by imat-uve remains the property of the principal. Storage of samples Retained samples For the purpose of preserving evidence, retained samples, as well as the rest of the sample material remaining after the examination, shall be kept available in an appropriate quantity for a maximum period of 3 months, if the nature of the sample allows this. Return of the samples including the provided containers to the principals occurs only upon the principal's written request, which has to be asserted at the time of granting the assignment. The

principal is responsible for any costs incurred in this context (e.g. packaging, freight, measures to prevent hazards). The return and/or disposal of grossly excessive amounts of sample material is also charged to the principal. Archived retention samples are disposed of by imat-ue after expiration of the above mentioned 3-month period at the expense of imat-ue, unless they pertain to material endangering the environment. imat-ue reserves the right to return materials endangering the environment to the principal at the principal's expense upon execution of the analyses stipulated in the contract. Tested samples The chargeable return shipment is always carried out immediately after completion of the entire order. If no return shipment is desired by the principal, this must be contradicted when placing the order. In this case, the material/test material present will be archived by the contractor for a maximum of 3 months.

4. Remuneration

Unless explicit price agreements were made, imat-ue is entitled to appropriate remuneration. In case of doubt, the prices of the capacity specifications of imat-ue valid at the time of the assignment are deemed appropriate. Agreed additional services are to be remunerated separately at an appropriate rate. If a scope of service is only partially utilized, imat-ue reserves the right to proportionately revoke granted discounts.

5. Payment conditions

Upon request by imat-ue, the principal is obligated to make advance payments or part payments according to the work performed. Off-setting with counter claims by the principal or the assertion of rights of retention is only permissible if the counter claim is uncontested or was conclusively determined. Default interest and/or interest for deferred payment in the amount of 5 % above the respective discount rate of the Deutsche Bank are due and payable in the event of default of payment. The assertion of further damages caused by default are hereby not excluded.

6. Warranty, liability

imat-ue is only liable for the faultiness of chemical analyses or other services (advice, information) in the form of subsequent improvement free of charge. The right to subsequent improvement has to be asserted without undue delay and is statute-barred upon the expiration of the retention period of the samples, maximally after 3 months following the receipt of the analyses results by the principal. If the subsequent improvement fails, the principal may demand an appropriate reduction of the remuneration or the rescission of the contract at his discretion. If the correctness of the rejected analyses is confirmed during a repeat analysis, the principal is responsible for the costs of the repeat analysis. Further warranty claims, particularly claims regarding the reimbursement of subsequent damages, can only be asserted to the extent as they are based on the lack of characteristics explicitly warranted by imat-ue. Other compensation claims, regardless of the reason, are excluded unless imat-ue is at fault. In such an event imat-ue is only responsible for intent and gross negligence. However, compensation claims are principally excluded if mere vicarious agents are acting for imat-ue, unless the vicarious agents are violating an obligation essential to the agreement. In the event of damages and harm caused by a defect verifiably caused by imat-ue the liability is limited to 3 times the agreed rate, however to maximally -€2 million flat in case of personal injuries and - €1 million in case of property damages.

7. Confidentiality

imat-ue is obligated to make all results, which are developed in connection with the order, exclusively available to the client and not to publish them without his consent. imat-ue is furthermore obligated to keep secret all information received in connection with this contract and designated as confidential

also beyond the duration of the contractual relationship. imat-uve reserves the right to consult the established results as well information provided to imat-uve for company-internal evaluations.

8. Usage rights

The principal is obligated to utilize analysis data, expert opinions and recommendations received in the context of this contract exclusively for his own purposes. The duplication and publishing of received results, particularly for advertising purposes or for the purpose of preservation of evidence in the context of judicial or extrajudicial proceedings for the introduction of evidence require written permission.

9. Place of fulfilment and place of jurisdiction

Among registered traders the registered office of imat-uve is agreed to as the place of fulfilment and place of jurisdiction.

10. Other

Any business conditions of the principal contradicting these contractual conditions are only binding for imat-uve if they are explicitly confirmed. Subsidiary agreements, reservations, changes or amendments require written confirmation to be valid. The legal relationships between the principal and imat-uve are exclusively subject to the laws of the Federal Republic of Germany. If one of the conditions of these General Terms and Conditions is ineffective, the effectiveness of the other conditions remains unaffected.

imat-uve gmbh

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