



I. General

1. The legal relationships of ILF Magdeburg GmbH to its Customer are to be determined on the basis of the following contractual terms and conditions.
2. Any terms and conditions of business of the Customer differing from those and which we have not explicitly acknowledged in writing will not be binding on us, even if we have not explicitly contradicted them.

II. Quotations, prices

1. ILF Magdeburg GmbH only gives out binding quotations in writing. Any information on prices, due dates or periods of time given orally or over the telephone shall not be binding.
2. The quotation prices of ILF Magdeburg GmbH are prices that were estimated on the basis of information that was made available by the Customer at the time that the quotation was produced. These quotation prices are subject to a further technical clarification of details on receipt of the specimen material or additional information from the Customer.
3. The actual costs for the services performed shall be invoiced to Customer by ILF Magdeburg GmbH after completion of the order, unless other sum prices have been explicitly agreed in writing.
4. Quotations from ILF Magdeburg GmbH are valid for a period of 3 (three) months from date of issue.
5. All prices are to be regarded as without Value Added Tax, which shall be applied in addition at the currently applicable rate.

III. Order processing

1. The tests, evaluations, studies and other services are to be defined precisely according to their object and aim when the commission is given. The contents and scope of the commissions are to be defined in writing.
2. Commissions are carried out by ILF Magdeburg GmbH on the basis of the best knowledge available and in good faith and with the objective and non-partisan use of the expertise of ILF Magdeburg GmbH.
3. In order to attain the objective of the commission that had been agreed upon with the Customer, ILF Magdeburg GmbH is entitled at its own estimation and in duty bound to:
 - carry out the required and usual tests, experiments, elaborations, research and services,
 - adapt the technical procedures in the course of carrying out the work,
 - produce records, photographs and other documentation without requiring the separate approval of the Customer to do this.



4. ILF Magdeburg GmbH primarily fulfils its commissions using its own staff and equipment. If tests or services are required to achieve the aim of the commission and these are outside the technical portfolio or the area of accreditation of ILF Magdeburg GmbH, then ILF Magdeburg GmbH shall cooperate with a competent partner laboratory that if at all possible is likewise accredited.
5. If unexpected work or work that requires a disproportionate amount of time and money in terms of the aim of the commission become necessary to fulfil the commission, then in such cases ILF Magdeburg GmbH will obtain the prior approval of the Customer.
6. Specimens, testing aids and other objects of the investigation are to be delivered freight paid to ILF Magdeburg GmbH.
7. Specimens and the like that have been provided by the Customer will only be sent back by ILF Magdeburg GmbH once the commission has been completed if this has been explicitly agreed on in writing. Regardless of that, ILF Magdeburg GmbH has the right to send back specimens and the like. Testing aids will be sent back by ILF Magdeburg GmbH or else fetched by the Customer, depending on what he had specified. The return shipment is to be done in all cases at the cost and risk of the Customer. If return shipping has not been agreed, then the specimen material will be archived and disposed of at the end of the archiving period. The costs incurred as a result shall be borne by the Customer.
8. ILF Magdeburg GmbH provides the results of the work in written and signed report form. Results given orally are not binding. Electronically transmitted test reports are binding with a legally valid, advanced electronic signature and thus protected against changes. The results given in the reports relate solely to the specimens used for the investigations.

IV. Periods of time

1. Commissions are carried out by ILF Magdeburg GmbH within an agreed period of time.
2. If the fulfilment of an order is delayed without ILF Magdeburg GmbH being responsible for this, for example because a commissioned third party does not complete preparatory work or preliminary investigations in good time, the performance period of ILF Magdeburg GmbH shall be extended accordingly. If as a result of the circumstances stated above the completion of the commission by ILF Magdeburg GmbH is delayed by more than two months then the Customer has the right to terminate the contract subject to the exclusion of any rights going beyond it, and in particular with regard to claims for compensatory damages.
3. In the event of an instance of force majeure and other unpredictable and exceptional circumstances for which ILF Magdeburg GmbH is not to blame, such as, for example, difficulties in procuring materials, plant and factory disturbances, strikes, lockouts, problems with means of transport, intervention by officials, energy supply problems, etc., then the period of service shall be extended by a reasonable amount if ILF Magdeburg GmbH is hindered in the timely fulfilment of its obligations. If the provision of the service becomes impossible or unreasonable as a result of the above-mentioned circumstances, then ILF Magdeburg GmbH is relieved of the obligation to provide the service in question. If the delay



in delivery lasts longer than 2 months, the client has the right to terminate the contract to the exclusion of further rights. If the period of the service is extended or if ILF Magdeburg GmbH is relieved of its obligation to provide the service in question, then the Customer cannot derive from this any claims for compensatory damages. ILF Magdeburg GmbH can only invoke the above circumstances if it notified the Customer at once.

V. Obligation of the Customer to cooperate

1. The Customer is required to ensure that ILF Magdeburg GmbH is provided in a timely manner and at no cost with all the information, documents (e.g. invoices, drawings, calculations, exchange of correspondence, specimens, etc.) required to carry out the commission. ILF Magdeburg GmbH is to be informed in a timely manner and without needing to request this regarding all occurrences and circumstances that clearly could be of importance for the execution of the commission.
2. Any damage caused as a result of inadequate details being provided by the Customer shall be at the cost of the Customer.
3. The Customer shall have sole liability for any damage that ILF Magdeburg GmbH caused through the specimen material that had been sent as a result of a lack of information.

VI. Payment - delay in payment

1. The payment is due in accordance with the agreement and 14 days after invoicing (date of invoice).
2. Bills of exchange will only be accepted after special agreement and with due consideration for all clearance and discount charges and only as payment with no guarantee for correct submission and protest.
3. If the Customer delays making the due payment then ILF Magdeburg GmbH can be charged default interest in accordance with Article 288 of the BGB [German Civil Code]. The interest can be set higher or lower if ILF Magdeburg GmbH can demonstrably show that a higher rate of interest could apply or if the Customer can demonstrably show that a lower rate of interest could apply. In each case the Customer shall bear all the costs associated with the collection of the outstanding bills receivable, such as warning, debt collection and legal costs.
4. Failure to comply with the terms and conditions of payment or circumstances that place in question the creditworthiness of the Customer shall mean that all bills receivable from ILF Magdeburg GmbH are to be paid immediately. In such cases ILF Magdeburg GmbH is entitled to withdraw from the contact after having set a reasonable period of grace or to request compensatory damages as a result of non-fulfilment. The same applies if bills of exchange and cheques fail to be cleared, if payments cease to be made by the Customer, or if the Customer becomes insolvent or enters into composition arrangements with creditors.



5. Counter-claims by ILF Magdeburg GmbH can only be offset if the counter-claim if the Customer is not disputed or if there is legally valid title to it. The Customer can only make a right of retention valid if it is based on claims arising out of the concluded contract.

VII. Termination

1. The Customer and ILF Magdeburg GmbH can terminate the contract at any time for due cause. The notice of termination is to be given in writing.
2. Examples of due cause that entitle ILF Magdeburg GmbH to give notice of termination are, among others, refusal by the Customer to cooperate as required, if the Customer falls into arrears regarding payments, or if the Customer ceases to be financially liquid.
3. In all other cases a termination of the contract is hereby excluded.
4. If the contract is terminated for due cause for a reason for which ILF Magdeburg GmbH is to blame, then it can only claim payment for the partial service that had been provided up until the time of giving notice of termination and only to the extent that this is objectively usable for the Customer.
5. In all other cases ILF Magdeburg GmbH reserves the right to claim the contractually agreed fees, less a deduction for any costs that had been saved. If the Customer cannot demonstrably show a higher proportion of saved costs in the individual case, then it is agreed that this will be set at 40% of the fees for the services that had not yet been provided by ILF Magdeburg GmbH.

VIII. Warranty

1. In terms of a warranty, the Customer can only request the making good at no charge of a defective service.
2. Defects must be notified in writing to ILF Magdeburg GmbH immediately after they are determined, but in any case at the latest one years after the provision of the service, otherwise the claim under warranty becomes null and void.
3. If then Customer has justified objections to the notified results of the tests, then ILF Magdeburg GmbH will check the results and the technical procedures and apparatus used to determine the results. If the results of the tests that had been the subject of the complaint are confirmed, then the costs incurred by the repeating of the testing shall be borne by the Customer. Otherwise he results of the tests that had been the subject of the complaint will be corrected at no charge. Any claims by the Customer going beyond the above here hereby excluded.



IX. Liability

1. The ILF Magdeburg GmbH shall only be liable for damages if the ILF Magdeburg GmbH or its employees have caused the damages wilfully or through gross negligence. Excluded from this are damages caused by injury to life, limb and health or by essential contractual obligations.
2. Claims for damages that are not subject to the short limitation period of § 638 BGB shall become statute-barred after three years.
3. Liability is in any case limited to the direct damage and the amount of the order value.

X. Place of fulfilment and court of law

1. The place of fulfilment is the head office of ILF Magdeburg GmbH.
2. If the Customer is a business owner, a legal entity under public law or a special fund under public law, then the head office of ILF Magdeburg GmbH shall be the sole court of law.