

## General Terms and Conditions for Laboratory services

SaarGummi International Systems GmbH

### §1. Scope of application

These General Terms and Conditions for Laboratory services ("GTCs") embody the whole agreement of the Parties and shall apply to the Order of Service, offered or provided by SaarGummi International Systems GmbH ("SaarGummi") to Customer. The GTCs shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties. SaarGummi specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any Customer's Order or other communication from the Customer to SaarGummi. Special provisions of a SaarGummi's Offer or Order Confirmation, specific terms agreed in writing with Customer which may be in contradiction with these GTCs, shall prevail over the corresponding GTCs provisions. These GTCs shall also apply to all future business between the Parties without requiring a renewed reference to these GTCs. This shall also apply if the Customer should only become aware of these GTCs with the first provision of Service.

### §2. Contract conclusion

The Offer made by SaarGummi is subject to Order Confirmation, in particular in terms of prices, quantity, delivery periods and capacity to deliver. A contract is concluded only upon the Customer's Order and the acceptance per Order Confirmation by SaarGummi thereof. SaarGummi is entitled to accept the Order within 2 (two) calendar weeks of receipt of the Order by sending an Order Confirmation (e. g. per E-mail) or by performing the Service to the Customer ("**Contract Conclusion**"). SaarGummi reserves the right to inform the Customer within the period of 2 (two) calendar weeks of receipt of the Order that SaarGummi rejects the Order

### §3. Subject matter and scope of Service

Upon Contract Conclusion, SaarGummi undertakes to perform for the Customer service such as laboratory services ("Service"). The Customer shall provide SaarGummi with all complete and clearly understandable material, samples, documents, explanations, declarations and other information ("Samples") required for performing the Service, either directly after Contract Conclusion or per a date separately agreed between the Parties. The Service is performed exclusively on the basis of the Samples provided by the Customer. Unless otherwise agreed between the Parties, SaarGummi will destroy any unused Samples two (2) months after completion of the Service.

## §4. Terms of payment and Prices

The price and terms of payment mentioned in the Offer shall apply to the Service performed by SaarGummi. For each started day of delay in fulfilling a financial liability under the contractual relationship, SaarGummi has the right to charge Customer late payment interest on the outstanding sum in the amount of 0,5% per day.

## §5. Delivery periods / Cooperation

1. Delivery periods for the Service provided by SaarGummi are stipulated in the Offer, however, it is subject to confirmation after the delivery of the Samples. If SaarGummi cannot comply with the delivery period, the Customer shall grant SaarGummi a reasonable additional period, as a rule 2 weeks if not agreed otherwise by the Parties.
2. Compliance with the delivery periods depends on the timely and complete receipt of Samples to be delivered by the Customer and necessary for the proper performance of the Service. Delivery periods shall begin to run from the moment of delivery of the Samples, however, SaarGummi will inform the Customer about the final delivery date after the delivery of the Samples as stipulated in section 1 of §5.
3. The Customer is furthermore obliged to inform SaarGummi in advance about all and any current or possible risks and/or dangers that might be involved in the performance of the Service e. g. the existence or possibility of radiation, toxic, harmful, dangerous, or explosive components. For this purpose, suitable operation manuals/instructions, safety data sheets and/or technical data sheets must be submitted. Proper packaging and labelling of the Samples compliant with the current market standards or requested by SaarGummi must be ensured. SaarGummi reserves the right to reject improperly packaged or labelled Samples and to suspend examining the Samples until the necessary safety relevant information has been received.

## §6. Performance of the Service

1. SaarGummi will perform the Service with the necessary diligence according to the specific instructions of the Customer, as far as confirmed by SaarGummi, based on own expert knowledge and in consideration of corresponding standards and methods, and in consideration of generally applicable technical standards and practices.

2. The Customer is aware that SaarGummi is accredited by Deutsche Akkreditierungsstelle GmbH. The scope of the accreditation is found in the certificate D-PL-21997-01-00.
3. It is in sole discretion of SaarGummi to transfer the performance of the Service partly or entirely to a sub-contractor. The Customer authorises SaarGummi upon Contract Conclusion to disclose and pass on to the sub-contractor all information and Samples required for the performance of the Service.
4. SaarGummi provides the results of the Service to the Customer in written test report.

## §7. Warranty

Recognizing that the nature of many Samples is unknown and that some may contain potentially hazardous components, SaarGummi warrants only that it will perform Service, obtain findings, and prepare test reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of Services. SaarGummi makes no other warranty, express or implied.

## §8. Limitation of Liability

1. In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of SaarGummi shall be to repeat the deficient Service at its own expense or refund the deficient Service and SaarGummi shall have no other liability whatsoever.
2. SaarGummi does not assume any liability that the result of the Service stipulated in the test report is suitable for any particular application, use or processing. The Customer is solely responsible for any possible assumptions, conclusions or inferences deduced from the results of the Service. All test reports should be considered in their entirety, and SaarGummi is not responsible for the separation, detachment, or other use of any portion of these test reports.
3. All claims shall be deemed waived unless made in writing and received by SaarGummi within ninety (90) days following delivery of test report. SaarGummi shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental, or consequential damages) with respect to SaarGummi's Service.
4. The aforementioned limitations of liability shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act), in case of culpable injury to life, body or health and in case of intent or gross negligence.

## §9. Force majeure

1. Unforeseeable and unavoidable events outside SaarGummi's sphere of influence and any events for which SaarGummi is not responsible shall for the duration of such events release SaarGummi from its obligation to timely deliver or perform Service. If SaarGummi is prevented from delivering on agreed delivery dates due to Force majeure, the time of delivery shall be extended by the duration of the impediment to delivery caused by these circumstances.
2. Force majeure includes all unforeseeable events or such events which - even if they were foreseeable - are outside SaarGummi's sphere of influence and whose impact on the fulfilment of the contractual relationship cannot be prevented by adequate and reasonable efforts. Force majeure shall also cover impediments to performance such as but not limited to fire, floods, catastrophic weather conditions, lightning stroke, war, warlike circumstances, revolts, riots, civil commotions, blockade, sabotage, epidemics/ pandemics, strike, or lockouts, unless SaarGummi has intentionally or grossly negligently cause the aforementioned circumstances.
3. The Party being impeded in its performance by the force majeure event shall appropriately notify the Party receiving performance of the occurrence of the impediment.

## §10. Confidentiality and Intellectual property

1. SaarGummi hereby confirms that the confidential information ("**Information**") obtained by SaarGummi or created during the performance of Service will be treated as confidential and used only in connection with execution of Service for the Customer. SaarGummi will take reasonable measures to avoid unauthorized use of Information, its disclosure and dissemination to anyone without the Customer's prior written consent.
2. SaarGummi will restrict the possession, knowledge, and use of the Information strictly to its employees, contractors, agents on a need-to-know basis. SaarGummi will notify the Customer promptly upon discovery of any unauthorized use or disclosure of the Information and cooperate with the Customer to help regain possession of such Information and prevent its further unauthorized use and disclosure. SaarGummi shall inform the Customer in case the Information is required to be disclosed by SaarGummi pursuant to a legally enforceable regulation, order or direction issued by the state authorities provided that (i) any such disclosure shall be only as far as necessary to give effect thereto, and (ii) SaarGummi shall notify the Customer of such disclosure obligation as soon as reasonably practicable so that the Customer may seek an appropriate protective order, if available.

3. SaarGummi reserves any possible IP rights and copyrights to all testing methods, procedures and devices to all Service performed such as but not limited to expert opinions, analysis results, testing results, calculations, or test reports. Any publication or disclosure of results or test reports, in particular via internet or for advertising purposes, and any other disclosure to third parties shall be permissible only upon prior written consent of SaarGummi, unless such disclosure is prescribed by law.

## §11. Miscellaneous

1. The laws of the Federal Republic of Germany shall exclusively apply to the exclusion of the UN Convention on the International Sale of Goods. Exclusive place of jurisdiction is Saarbrücken.
2. The GTCs shall be subject to and interpreted so as to comply with all applicable law. If any provision of the GTCs, or portion of any provision, is declared or found to be unenforceable under applicable law, such provision shall, if possible, be interpreted in a manner so as to be enforceable to the greatest extent possible under applicable law. The balance of the GTCs shall be interpreted as if the unenforceable provision or portion was interpreted according to the preceding sentence or, if such interpretation is not possible under applicable law, as if the unenforceable provision or portion had never been a part hereof. In no event shall the GTCs be invalid due to an unenforceable provision or portion of a provision of the GTCs.
3. SaarGummi is solely responsible for performance of the Service, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.
4. The failure of SaarGummi to insist upon strict performance of any provision of these GTCs or to exercise any right arising out of these GTCs shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by SaarGummi of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by SaarGummi.
5. The English language version of these GTCs shall prevail in the event of any disagreement over the meaning or construction of any provision in any translation. Such translations are provided for the convenience of Customer and are for informational purposes only.