

General Terms and Conditions of Service of Dr Robert-Murjahn-Institut GmbH (RMI)

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A. Area of activity

The area of activity of RMI comprises the verification, examination, measurement, monitoring, consulting, assessment, awarding of quality marks, certification, licensing and planning, in particular in the following areas: coating agents and coating systems as well as their raw materials (polymers, caoutchouc/plastic, plastic additives/colourings, pigments/emulsifiers, additives, tensides, waxes and resins), insulating substances, composite thermal insulation systems, curtain wall façades, façade systems and similar.

B. General

1. The scope of the work to be performed by RMI is to be determined in writing upon issuing an order.
2. Any change or supplement to the order has to be made in writing.
3. All orders accepted by RMI are executed in accordance with the recognized codes of practise.
4. RMI assumes no responsibility for the accuracy of the directives, guidelines and standards on which the tests are based.
5. If certain work cannot be performed – for whatever reason – by RMI in the course of executing an order, RMI reserves the right to pass it on to qualified third parties.
6. The Terms and Conditions of Service apply for the term of the business relationship, i.e. they also apply to future orders even if they are not explicitly referred to.
7. General Terms and Conditions of the Client are not recognized, even if they are a condition on which the order is based; they only apply with the explicit written approval of RMI.
8. If the offer or order specifies a processing period or deadlines, then these are only binding if RMI has explicitly agreed to treat them as binding. If the binding processing time is not observed, the Client will be informed of the reasons for the delay and a suitable adjustment shall be agreed with the Client.

C. Place of performance, place of jurisdiction and choice of law

1. The place of payment and performance is Ober-Ramstadt.
2. The place of jurisdiction is the registered office of RMI.
3. Material German law applies exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

D. Obligations of the Client

1. The Client has to provide RMI with the information and materials (test materials, documents etc.) necessary for the execution of the contract free-of-charge and on time. If this is not possible or is unreasonable, the Client has to ensure that the materials to be examined are freely-available to RMI. RMI shall notify the Client promptly about all processes and conditions which could be important to the purpose and execution of the order, without the need for a special request. In particular the Client has to provide all information about the specific characteristics of the test material which may cause damage to the safety of RMI or a third party.
2. If examinations are necessary outside of RMI, the Client has to provide access to the respective premises. In particular the Client has to take all the necessary precautions to protect third party rights.
3. The Client has to obtain the official licences or third-party approvals which are required for the scope of the order and the execution of the contract at its own expense and has to provide RMI with evidence of them.

E. Liability for damage to the test materials/Liability of the client

1. RMI is not liable for damage which occurs to the test material, provided that it is not due to gross negligence or wilful intent. In particular RMI is not liable for damage which is typically or necessarily associated with the performance of the investigation or occurs during it.
2. The Client is liable for all damage which arises due to the defective provision of the test material or a violation of its obligations as per section D of the Terms and Conditions of Service and has to release RMI from third party claims.

F. Warranty/compensation

1. The warranty of RMI only comprises the services it has been explicitly contracted to perform. Results in test reports only concern the examined sample materials.
2. RMI is only liable for damage in the event of gross negligence or wilful intent. In the event of gross negligence the obligation to pay compensation is limited to max. EUR 2,000,000.00 per order.
3. The liability restrictions and disclaimers provided in the Terms and Conditions of Service do not apply to claims related to injury to life, limb or health.

G. Payment conditions, invoice, data transfer

1. If a price agreement has not been made, the service is charged at the price valid at the time the service was performed.
2. Payments are to be made, stating the invoice number, within 14 days of the invoice date to RMI's account, without deduction.
3. Objections to the invoice/credit note have to be made in writing by the purchaser within 30 calendar days of receipt. In order to meet this deadline it is sufficient to send the objection within this time period. The seller shall inform the purchaser of this deadline in individual cases. The failure to raise an objection in time is deemed to be an acceptance of the invoice/credit note. The purchaser can demand an amendment of the invoice/credit note even after the expiry of the deadline, although it has to prove that the invoice/credit note is incorrect.
4. The Client is not permitted to off-set or exert a right of retention against the claims of RMI unless it concerns uncontested claims or claims which have been finally determined by a court.
5. RMI is permitted to save, process and transfer data from the provision of services and payment transactions with the Client, if this is necessary for the normal administration and/or proper execution of the orders. The regulations of the Federal Data Protection Act on the transfer of data remain unaffected by this. The address of the respective recipients of the data will be disclosed on request.

H. Storage/removal of the test materials; obligation to take back

1. The costs for the procurement, transportation and disposal of sample material are to be borne by the Client. RMI is under no obligation to store samples and test reports.
2. RMI is permitted, to the extent not otherwise agreed with the Client, to dispose of the test materials two weeks after the conclusion of the test order at the expense of the Client.
3. The Client is obliged to immediately accept return of the test materials at the request of RMI and to transport them away; in the event of a delay in doing so RMI is permitted to store the test materials at the expense of the Client; in the latter case the Client has to pay a suitable storage fee.

I. Right of withdrawal

1. RMI is permitted to withdraw from the contract, if
 - a) it is impossible to execute the contract on time due to conditions which the Client has caused or due to force majeure;
 - b) the Client does not meet its cooperation obligations, in particular those according to section D of the Terms and Conditions of Services as well as its down-payment obligation, despite the setting of an extension deadline;
 - c) insolvency proceedings are initiated on the assets of the Client or insolvency proceedings are rejected due to lack of assets.
2. If RMI declares its withdrawal from the contract according to section I.1. of the Terms and Conditions of Service, it has a claim to compensation for all costs incurred up to that point in time, except in the event of withdrawal due to force majeure ((I.1. a) 2nd alternative).

J. Copyrights

1. RMI reserves the copyrights in the assessments, test results, calculations and similar documents it issues. RMI is permitted to make copies for its records of written documents which it has been given for inspection and which are of importance for the execution of the order.
2. Test reports and assessments are only allowed to be made available to third parties in their exact wording, quoting the name of RMI. This does not justify any liability to third parties.

K. Confidentiality/disclosure

1. All information and documentation of the Client shall be treated as confidential.
2. If confidentiality has not been agreed, RMI is permitted to use knowledge from the agreed services in the standard scientific form – without stating the Client or the product name of the Client. Any further use requires the written consent of the Client.
3. The parties shall not make mutually disclosed information or information declared as confidential, which of a technical or commercial nature, available to third parties during the term of the contract and for a period of five years after its ending.
4. Third parties within the meaning of this provision do not include sub-contractors of RMI who are entrusted with partial services and are obliged to maintain confidentiality within the scope of the order.

- L. **Final provisions** Additional agreements are only valid if they have been confirmed by both parties in writing.