

## General Terms and Conditions for consultancy or work performances of mas | münster analytical solutions gmbh (mas gmbh)

### 1. Scope of application

Subjects of these conditions are service and/or work performances such as consultancy, planning, organisational and/or analytical work.

### 2. Type and extent of the services

**2.1** Type and extent of the services are specified in writing in the respective offer and/or project agreement.

**2.2** If the matter pertains to a work performance, mas gmbh has to provide an agreed result. If services are agreed upon, mas gmbh supports the customer in the execution of a project at the contractually agreed extent.

### 3. Change of scope of delivery and service

**3.1** If the principal requires changes or amendments to the agreed performances during the course of the project agreement, he has to direct his change requests to the respective mas gmbh project manager in writing. Within 14 days following the receipt of the request for change, mas gmbh shall provide a supplementary offer specifying the expected impact of the change to the performance in terms of the contractual regulation, e.g. remuneration, period of execution, approval, etc. The principal shall approve or reject the supplementary offer in writing within a further 14 days.

**3.2** If the Parties agree to the extent of the performance alteration, one of the Parties specifies the extent in an amendment agreement to the project to be signed by both Parties, which thus becomes an integral component of the agreement. If the supplementary offer is rejected, mas gmbh shall continue the works in accordance with the agreement.

### 4. Project management/personnel

**4.1** The contractual partners regularly discuss the pending tasks. If several persons are deployed, both Parties nominate a project manager as contact person.

**4.2** mas gmbh shall deploy qualified, reliable personnel for the provision of the owed performances. mas gmbh is entitled to commission subcontractors if required for the execution of the project work.

**4.3** The selection of the employees and/or vicarious agents deployed for the provision of the services is at the sole discretion of mas gmbh. The principal is not entitled to instruct the project members of mas gmbh.

### 5. Confidentiality, data protection

**5.1** Both contractual partners shall treat all information pertaining to internal and external business matters from the sectors of the respective other Party with strict confidentiality, refrain from transmitting it to third parties or use it for own purposes. mas gmbh shall observe the statutory regulations regarding data protection and ensure that all persons entrusted by mas gmbh with the provision of the contractual performances also comply with the above-mentioned obligations.

**5.2** All confidential documents provided to mas gmbh by the customer shall be returned to the customer in full upon completion of the contractual performances.

### 6. Storing of samples and reserve extracts

**6.1** The retention period for samples and reserve extracts is six months upon completion of the order, unless otherwise specified by statutory regulations or quality assurance obligations (e.g. one year for samples and reserve extracts, which are subject to the waste module in terms of the accreditation according to DIN EN ISO/IEC 17025:2005).

**6.2** Longer storage than that specified under 6.1 is principally possible for mas gmbh; however, this occurs only upon the explicit written request by and at the expense of the customer. Subject to a written request by the customer, the return of sample residues or such is possible. The dispatch occurs at the expense and risk of the principal.

### 7. Proprietary and usage rights

**7.1** mas gmbh warrants that the contractual performances are free from third party patents which exclude and/or limit their usage. mas gmbh shall defend the Principal against all claims derived by third parties based on the provided performance infringing on a German patent, unless the patent infringement is based on the Principal having altered the performance and thus causing the patent infringement. Subject to the premise that mas gmbh has the option to check the respective procedure and receives the necessary support from the principal, mas gmbh shall exempt the principal from all costs and compensation claims determined by the courts. The principal is obligated to notify mas gmbh of any emerging information regarding alleged patent infringement without undue delay.

**7.2** If an invention created in the context of the project is patentable, the patent is owed to the entity which created the invention and/or both Parties jointly, if they were both involved in the invention. The owner of the patent shall grant the other contractual partner non-exclusive, unlimited and free of charge usage rights to the invention.

**7.3** In addition, the Principal has unlimited and transferrable usage rights to the working results achieved in the context of this Agreement, such as program material, analysis results, reports, organisational plans, drafts, drawings, lists and calculations. However, mas gmbh is not restricted to use the findings obtained in the context of this project in other projects.

**8. Approval, fulfilment of the Agreement**

- 8.1** mas gmbh shall inform the Principal of the completion of the respective performance. In the event of exclusive services which do not require approval, this occurs by submitting a list of the provided performances.
- 8.2** The Principal shall inspect the performances without undue delay. If the performance complies with the performance description, the Principal issues his written approval without undue delay. Defects, which only marginally limit the usage of the works, do not entitle the Principal to withhold his approval.
- 8.3** The work is deemed approved also without approval declaration if the Principal fails to inform mas gmbh in writing of detected defects within a period of one month following the notification of completion. Any full or partial usage of the works by the Principal is equal to an approval.

**9. Warranty**

- 9.1** For a period of twelve months following approval of the performance, mas gmbh warrants the fulfilment of the performance features specified in the project agreement. The warranty period is also twelve months for exclusive services which do not require approval.
- 9.2** mas gmbh shall remedy any defects reported by the Principal in writing, unless these can be attributed to improper treatment or alteration of the performance by the Principal. If an appropriate number of remedy attempts do not produce the desired result, the Principal can demand the complete or partial rescission of the agreement or a reduction of the price.

**10. Remuneration**

- 10.1** The remuneration to be paid by the Principal is specified in the respective offer and/or project agreement.
- 10.2** Unless specified otherwise in the offer and/or project agreement in terms of the method of payment, invoicing in case of consulting services occurs monthly. Invoices are due and payable within 14 days following the date of the invoice.
- 10.3** Unless agreed otherwise, ancillary costs (e.g. travelling expenses, expenses) of the mas gmbh personnel are invoiced separately at the end of each month.
- 10.4** All prices are plus respectively applicable legal VAT.
- 10.5** If the Principal is in default of payment, mas gmbh may charge interest according to market standards, however at least in the amount of 8% above the respectively applicable base interest rate. If the default lasts more than 30 days despite warning, mas gmbh may suspend the provision of services or performances until the owed payments have been received.

**11. Liability**

- 11.1** mas gmbh is only liable for damages caused intentionally or due to gross negligence. mas gmbh is not liable for damages caused by slight negligence, unless the damages are based on the lack of contractual characteristics or the violation of essential contractual obligations.
- 11.2** mas gmbh is only liable for the loss of samples and such in the amount of the reproduction expenses if the customer is in possession of backup copies, spare samples or such.
- 11.3** If mas gmbh is liable for slight negligence, the liability is limited to the remedy of the damage typical and foreseeable at the time of formation of the Agreement and to a maximum of one million Euro.
- 11.4** mas gmbh is only limited for indirect damages in case of intent or gross negligence.

**12. Termination of individual project agreements**

- 12.1** If the Principal terminates a service agreement prematurely, mas gmbh is entitled to demand the agreed remuneration. However, mas gmbh shall offset any expenditure saved as a result of the cancellation of the Agreement. The Principal shall observe a notice period of at least one month.
- 12.2** In the event of the premature termination of a service agreement with an agreed minimum amount of one-person-days by the Principal, mas gmbh is entitled to demand remuneration for the agreed minimum performance. mas gmbh shall endeavour to otherwise deploy already committed personnel.
- 12.3** Both parties may terminate this Agreement at any time without notice for an important reason.

**13. General Conditions**

- 13.1** Changes and amendments to these conditions and the offers and/or project agreements require the written form.
- 13.2** If regulations of this Agreement or the project agreement become ineffective, the effectiveness of the remaining conditions is unaffected. In this case, the Parties shall replace the ineffective with an effective regulation, which is commercially closest to the purpose of the ineffective condition.
- 13.3** Claims from agreements can only be assigned with the written consent of the other contractual partner.
- 13.4** Offsetting is only possible based on conclusively determined claims accepted by mas gmbh.
- 13.5** The laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) apply. Place of jurisdiction is Münster/Westphalia.