

1 Validity of conditions

- 1.1 These General Terms and Conditions (GTC) apply to the entire business relationship with customers of Labor LS SE & Co. KG (hereinafter referred to as "LS") and, in particular, to contracts for the provision of services and materials which LS provides for the other contracting party (hereinafter referred to as "Customer"). The GTC shall only apply if the Customer is an entrepreneur (within the meaning of Sect. 14 of the German Civil Code), a legal entity under public law or a special fund under public law.
- 1.2 Unless otherwise agreed, the GTC in the version valid at the time of conclusion of the contract with the Customer or in any case in the version last notified to the Customer in writing shall also apply as a framework agreement for similar future contracts without LS having to refer to them again in each individual case.
- 1.3 Any terms and conditions of the Customer or third parties to the contrary shall not apply - including with regard to future agreements - even if LS does not separately object to their validity on a case-by-case basis. Even if LS makes reference to a letter that contains or refers to terms and conditions of the Customer or of a third party, this shall not be construed as a consent to the validity of those terms and conditions.

2 Conclusion of contract

- 2.1 Offers from LS are subject to change without notice and are non-binding. This also applies if the Customer has been given the LS Price List.
- 2.2 An order or purchase order by the Customer (hereinafter collectively referred to as "Order") shall be deemed a binding offer of contract. Unless otherwise specified in the Order, LS shall be entitled to accept the offer of contract within two calendar weeks from the date of dispatch of the Order.
- 2.3 An order by the Customer shall be placed in writing (e.g. letter, e-mail, fax). It is also possible to place an implied order (e.g. by sending in sample material).
- 2.4 After receipt of the Order by LS, LS will either accept the order in writing (e.g. by order confirmation) or by implied acceptance, i.e. by execution of the order. If LS is not prepared to accept the order, the Customer shall be informed accordingly without delay.

3 Prices

- 3.1 Unless otherwise agreed on a case-by-case basis, the prices shall be based on the LS Price List in the version valid at the time of conclusion of the contract. The Price List can be made available upon request.
- 3.2 Unless otherwise stated, all amounts stated are net amounts. If any transactions are subject to value added tax, value added tax has to be paid in addition.
- 3.3 If a need that was not apparent at the time of conclusion of the contract for additional or special services arises after conclusion of the contract, LS shall explicitly inform the Customer thereof only if the additional expenditure exceeds 15% of the original order value. LS shall reasonably explain and justify the additional work required in the corresponding invoice.
- 3.4 If the specification of target contents by the Customer is necessary for an analysis and if the target contents are not specified correctly by the Customer or if relevant deviations from the specified target contents are discovered in the first test and thus multiple analyses are necessary through no fault of LS, invoicing shall be based on the number of individual analyses.
- 3.5 In the case of urgent and special orders, surcharges will be levied for the special or additional work required, subject to the assurance of defined processing times and after consultation with the Customer.
- 3.6 Insofar as the LS Price List or an individual offer made by LS for certain services states minimum prices ("from X Euro"), approximate prices or price ranges, the following shall apply:
 - a) The prices shall be based in detail on the type and quality of the product to be tested and the complexity of the test. LS is entitled to determine and carry out independently the measures necessary for the execution of the order.
 - b) LS shall be entitled to invoice the necessary measures even without informing the Customer explicitly of a price that deviates from the minimum or approximate price.
 - c) LS shall be obliged to reasonably explain and justify the necessary measures in the corresponding invoice.
 - d) If LS recognizes before starting or during the provision of services ordered that the execution of the specified order requested by the Customer would exceed the maximum price mentioned in a specified price range by more than 15%, LS shall be entitled to temporarily suspend processing of the order until a price agreement is reached. If the parties cannot agree on a price after having been informed accordingly, the order shall be deemed terminated and the Customer shall only be invoiced for the services actually rendered.

4 Terms of payment

- 4.1 LS shall be entitled to demand partial remuneration for partial services rendered and to issue partial invoices.
- 4.2 Payment shall be made within 14 days of the invoice date without deduction to the account specified by LS. The date of receipt of payment by LS shall be decisive.

- 4.3 The Customer is deemed to be in default upon expiry of the above payment deadline. During the period of default, the outstanding amount shall bear interest at the statutory default interest rate applicable at the time. LS reserves the right to claim further damages caused by default. The right to claim the commercial maturity interest (Sect. 353 of the German Commercial Code) shall remain unaffected.
- 4.4 LS shall be entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known which are likely to substantially reduce the creditworthiness of the Customer and which jeopardize the payment of outstanding claims of LS by the Customer under the respective contractual relationship.
- 4.5 The offsetting of counterclaims of the Customer or the retention of payments due to such claims by the Customer is only permissible if the counterclaims are undisputed, or have been legally established, or result from the same contract under which the delivery or service in question was made. Rights of the Customer due to defects shall remain unaffected.

5 Performance period, partial performance of services

- 5.1 Performance periods and performance dates promised by LS shall always be approximate only, unless a fixed period or date has been expressly agreed in writing. Agreed performance periods shall commence at the earliest upon conclusion of the corresponding contract, however not before receipt of the test sample.
- 5.2 LS may - without prejudice to the rights of the Customer arising from default - demand an extension of the performance periods or a postponement of the performance dates by the period during which the Customer fails to meet its contractual obligations, in particular its obligations to cooperate with LS (see Clause 8).
- 5.3 LS shall be entitled to make partial performance of services and the Customer is obliged to accept partial performance, if
- the partial performance is usable for the Customer within the scope of the purpose agreed,
 - the provision of the remaining services is ensured and
 - the Customer does not incur any significant additional work or additional costs as a result thereof (unless LS declares itself willing to assume such costs).

6 Force majeure

- 6.1 Serious events, such as in particular force majeure, labor disputes, riots, warlike or terrorist conflicts, epidemics and other unforeseeable events that entail unforeseeable consequences for the performance of services, shall release the contracting parties from their performance obligations for the duration of the disturbance and to the extent of its effect, even if they should be in default. This does not involve an automatic termination of the contract.
- 6.2 The contracting parties are obliged to inform each other immediately if such an obstacle exists and to adapt their obligations to the changed circumstances in good faith.
- 6.3 LS shall be entitled to withdraw from the contract if the provision of the agreed services is delayed by circumstances defined in paragraph 1 by more than six weeks or becomes impossible for reasons beyond the control of LS. In the event of withdrawal, damages can only be claimed in accordance with Clause 10.

7 Place of performance, acceptance, transfer of risk

- 7.1 The place of performance of the services is the registered office of LS.
- 7.2 If the Customer requests shipment of materials and services, the risk shall pass to the Customer in full upon proper dispatch by LS to the carrier. LS shall select the carrier at its own discretion. As of the day of dispatch, LS shall no longer be liable for delay, loss, or deterioration. In the case of collection, the risk shall pass to the Customer upon delivery.
- 7.3 The Customer shall be obliged to immediately check the materials and services provided by LS for defects and to immediately notify LS in writing of any defects discovered.
- 7.4 LS' services shall be deemed to have been accepted and approved if the Customer does not refuse acceptance to LS within 10 working days of receipt of the services making reference to a defect. Acceptance must not be refused on account of insignificant defects.

8 Customer's duty to cooperate and responsibility for submissions

- 8.1 The Customer is obliged to cooperate, in particular insofar as such obligation results from these GTC or the contractual agreements of the parties.
- 8.2 The Customer is obliged to keep reserve samples to enable any subsequent performance.
- 8.3 Depending on the agreements of the contract, the Customer is obliged to provide submissions or samples for processing purposes. If the Customer fails to do so, LS shall not be in default and the statutory consequences of default of acceptance (see Sect. 294 et seq. of the German Civil Code) shall apply.
- 8.4 The Customer is obliged to communicate all known risks, hazards and handling instructions to LS when submitting samples/products. When submitting hazardous substances within the meaning of the German Chemicals Act (ChemG) or the Hazardous Substances Ordinance (GefStoffV), a clear reference to hazardous substances must be enclosed by providing a safety data sheet.

- 8.5 If the submission provided by the Customer proves to be unsuitable for fulfillment of the order for reasons for which LS is not responsible (in particular climatic influences or other damage during transport, improper dispatch by the Customer, incorrect sample description, insufficient quantities, non-compliance with relevant safety regulations), LS shall be released from order fulfillment. In such cases, however, LS shall be entitled to invoice services already rendered on the basis of actual expenditure, provided that the unsuitability of the submission was not apparent when the service was rendered. This also includes return and disposal costs.
- 8.6 LS defines the following application of the decision rule for accredited tests: A conformity assessment as defined by DIN EN ISO/IEC 17025:2018 will be performed if the customer explicitly requires in the test report/CoA an evaluation of the analysis results in text format based on a specification, standard, or regulation. A decision rule from the customer must be agreed with LS in good time before starting the test. If a decision rule is already specified by law or in a regulation, this rule is applied by LS for the corresponding test procedure. The requirements of DIN EN ISO/IEC 17025:2018 are thus taken into account. If neither approach applies, the test result, including the conformity assessment, is evaluated and reported without stating the expanded uncertainty of measurement. In this case, the application of a possible decision rule based on the specific purpose of the test result rests with the customer. Information about the "Decision Rule for Tests as Part of Accreditation According to DIN EN ISO/IEC 17025:2018" is available on the Labor LS website at <https://www.labor-ls.de/kundenservice/downloadbereich/>.

9 Warranty

- 9.1 Warranty claims of the Customer due to a material defect or defect of title shall initially be limited to subsequent performance. In this case, LS shall have the option to remedy a defect or to provide the service again within a reasonable period of time. The Customer shall provide reserve samples free of charge. The right of LS to refuse subsequent performance in accordance with statutory provisions shall remain unaffected.
- 9.2 In the event of a defect, the Customer shall only be entitled to withdraw from the contract or reduce the purchase price if subsequent performance has failed or if a reasonable period of time set by the Customer for subsequent performance by LS has expired unsuccessfully or is dispensable in accordance with statutory provisions. In the case of insignificant defects, the right of withdrawal is excluded.
- 9.3 Warranty claims shall be subject to a limitation period of one year.
- 9.4 The above restrictions shall not apply if LS has fraudulently concealed a defect or has assumed a guarantee for the quality of the service. Likewise, the restrictions shall not apply in the event of intentional breaches of duty by LS or its vicarious agents.
- 9.5 Liability for damages shall remain unaffected by this clause and shall be governed by Clause 10, also in the event of defects.

10 Liability

- 10.1 In the event of intent and gross negligence, LS shall be liable for damages, including damages caused by its vicarious agents, in accordance with statutory provisions. The same shall apply in the event of negligently caused damage resulting from injury to life, limb, or health.
- 10.2 In the event of negligently caused damage to property and financial loss, LS shall be liable - also for its vicarious agents - irrespective of the legal grounds, only in the event of a breach of a material contractual obligation, but limited in amount to the damage foreseeable at the time of conclusion of the contract and typical for the contract. Material contractual obligations are those whose fulfillment characterizes the contract and on which the Customer may rely.
- 10.3 If punctual delivery or performance constitutes a material contractual obligation and LS is thus negligently in default, liability for damages in addition to performance due to default shall be limited to 5% of the value of the delivery or performance.
- 10.4 The above provisions shall apply accordingly to the liability of LS with regard to the reimbursement of futile expenses.
- 10.5 Claims for damages according to Clause 10.2 shall be subject to a limitation period of one year.
- 10.6 Liability under the German Product Liability Act remains unaffected.
- 10.7 The above limitations of liability shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the materials and services has been assumed.

11 Exclusion of the right to terminate for convenience

The Customer's right of termination for convenience (in particular according to Sections 650, 648 German Civil Code) is excluded.

12 Subcontracting and subsidiary liability

- 12.1 LS is entitled to subcontract and to engage third parties to provide services.
- 12.2 Insofar as services have been provided by third parties which LS has engaged as subcontractors and a defect occurs which is clearly attributable to the performance of the third party, LS shall be entitled to assign its own warranty claims to the Customer, who shall be obliged to accept the assignment. In this case, the Customer is obliged to first assert its claims out of court against the third party. If the third party does not comply with this request by the Customer despite repeated verifiable requests to remedy the defect, the third party seriously and finally refuses to do so or it becomes apparent that it does not have the necessary capacity, the Customer may assert its rights against LS again as long as he assigns any warranty claims previously assigned to him by LS back to LS or offers such assignment.

13 Data protection and confidentiality

- 13.1 LS is entitled to record the order-related data in an internal company database.
- Customer data is processed in compliance with applicable data protection law, in particular the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act. In addition, reference is made to the data protection information pursuant to Art. 12 et seq. GDPR, which LS provides to the Customer as an accompanying document.
- 13.2 LS and the Customer undertake to treat as confidential any confidential information as well as any business and trade secrets transmitted or disclosed to them by the respective other party in connection with the assignment and the business relationship, even beyond the term of the assignment and the business relationship, and to use such information only within the scope of the contractual agreements.
- Confidential information includes, but is not limited to, applications for industrial property rights, know-how, inventions, ideas or improvements, technical data, measurements or specifications, test and examination methods/procedures, processes, samples, drawings, plans, sketches, patterns, product and equipment prototypes, computer software, business and financial data, projects, product and marketing strategies.
- Business and trade secrets are all operational and organizational processes, knowledge and information which are only accessible to a limited group of persons, which are not known to the general public and which the parties do not want the general public to know.
- 13.3 The parties are obliged to restrict access to confidential information and business and trade secrets within the meaning of Clause 13.2 above only to those employees and agents who must have knowledge thereof in order to fulfill the business purposes. The Parties undertake to oblige this group of persons to comply with the obligations set out in Clause 13.2.
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14 Work results and copyright

- 14.1 LS has the copyright to the work results from the assignment. The Customer shall only be entitled to use the work results in accordance with the contractual agreements after full payment of the respective remuneration to LS.
- 14.2 The Customer is not permitted to modify, edit, use only in part, or use outside the contractual purpose the work results of LS, an investigation or test report prepared by LS, an expert opinion prepared by LS, a document prepared by LS or QP releases by LS (in particular pursuant to Sect. 13 AMG or Sect. 14 TAMG) without the prior written consent of LS. Disclosure of the work results of LS, of an investigation or test report prepared by LS, of an expert opinion prepared by LS, of a document prepared by LS or of a QP release by LS (in particular pursuant to Sect. 13 AMG or Sect. 14 TAMG) to authorities or other public bodies is permissible if and to the extent that this is required according to the contractually presupposed purpose or is prescribed by law. Any publication or reproduction of the investigation or test report or expert opinion as well as any other disclosure to third parties shall require the prior written consent of LS. Even in the event of written consent, LS is to be named as the author in the above sense.
- 14.3 LS shall in any case retain a non-exclusive, unrestricted right of use to the data and results / laboratory findings collected or achieved by performing the contractual services, in particular for its own research and development purposes.
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15 Final provisions

- 15.1 The law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.
- 15.2 If the Customer is an entrepreneur within the meaning of Sect. 14 German Civil Code, a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the courts competent for Bad Bocklet, Germany, shall have exclusive jurisdiction for all disputes arising from or in connection with this contract. However, LS shall be entitled to assert claims against the Customer also at the Customer's registered office.
- 15.3 Should any provisions of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as this contract contains loopholes, the legally effective provisions which the contracting parties would have agreed upon in accordance with the economic objectives of this contract and its purpose if they had been aware of the loophole shall be deemed agreed upon to fill these loopholes.