

## **General Terms and Conditions of CleanControlling GmbH and CleanControlling Engineering GmbH for the Preparation of Reports on Technical cleanliness**

### **Sec. 1 Scope of Application**

- (1) These general terms and conditions (hereinafter: GTC) of CleanControlling GmbH (hereinafter: we/us) apply to all our services. We will not accept any terms and conditions of the customer which are contradictory to or which differ from our GTC, unless we have expressly confirmed in writing that such terms shall apply. Our GTC are also applicable even if, despite knowledge of conditions of the customer contrary to or differing from our GTC, the order is executed without prejudice.
- (2) All agreements reached between us and the customer for the purpose of fulfilling this contract shall be incorporated in the written contract documents (order and order confirmation).
- (3) The GTC shall apply exclusively to entrepreneurs as defined in Section 14 of the German Civil Code (BGB).
- (4) These GTC also apply to all future businesses with the customer.

### **Sec. 2 Order**

- (1) By accepting an order, we are obliged to prepare a technical report on the particle contamination of components provided by the customer as samples. The scope of performance and the test standard according to which the analyses are conducted are laid down in the offer, the order and the order confirmation. In case of doubt, the test standard of the last order shall apply. If no standard can be found according to this procedure, methods based on reference standards or the state of the art are applied.
- (2) Deadlines for carrying out the order are considered to be non-binding if they are not expressly agreed upon as binding. If we fail to meet agreed deadlines, the customer shall set a suitable grace period. If the deadline passes without result, the customer is entitled to withdraw from the contract. Up to the point in time of the withdrawal, work performed by us shall be fully compensated.

### **Sec. 3 Execution, Sample Delivery**

- (1) The samples shall be delivered to us by shipping. The customer shall bear the costs and the risk of shipping. Sample taking and packaging shall be carried out by the customer in accordance with the testing standard in order to ensure that no falsification of the examination result can occur. Customer shall follow all our respective instructions.
- (2) The customer is liable for all damages due to the dangerous nature of the sample material. The customer is obligated to provide prior written notification of all dangers and handling information known to them.
- (3) After the performance of the expertise, the samples shall be disposed of properly or returned to the customer upon request. The costs for packaging and shipping for the requested return shipment of the samples shall be borne by the customer.

### **Sec. 4 Confidentiality**

We shall keep documents and plans submitted to us for examination and information identified as confidential as a secret and not pass them on to third parties without the permission of the customer, unless we are legally obliged to pass them on or disclose them.

### **Sec. 5 Third-Party Use**

The customer is obliged to include these GTC in a corresponding manner if our report is passed on to third parties, or to treat us as if this had been the case. If no corresponding inclusion is made, we have the right to exercise our right of indemnity against the customer for all claims arising from non-inclusion.

### **Sec. 6 Shipping, Return and further Use of Samples**

- (1) We will send the report and return the sample(s) to the customer uninsured and at the cost and risk of the customer. The shipping method is chosen by us.
- (2) The customer is hereby informed that the rinsed samples may no longer be used for the intended purpose due to chemical incompatibilities. If their use is necessary nonetheless, compatibility must be checked by the customer.

### **Sec. 7 Terms of Payment**

The agreed payment shall be due 14 days after presentation of the invoice without discount.

## **Sec. 8 Warranty**

(1) We provide our services to the best of our knowledge and belief and according to the generally accepted rules of technology and the care customary in the industry. Nevertheless, despite careful working methods, both random events (testing disturbances) as well as systematic variables can affect the test results and thus impair the technical cleanliness of the test object. Such events cannot be excluded, nor can they be quantitatively reproduced. The aforementioned disturbances present an element of uncertainty – albeit small – in relation to the accuracy of the cleanliness value but are not a defect. Should in exceptional cases our services nevertheless be faulty, the customer shall provide us with an opportunity to perform those services again. If necessary, the customer shall provide us with a new sample at our headquarter. Additional claims may not be asserted until the further performance of services has ultimately failed.

(2) If the second performance of services also fails, the customer shall have the right to reduce the price by an adequate amount. If our services is completely unsuitable, we shall return the payment agreed upon to the customer.

(3) Any other additional warranty claims shall be excluded.

## **Sec. 9 Liability**

(1) We are liable under the statutory provisions, providing the customer makes a claim for damages based on our intentional or negligent conduct, including that of our agents and legal representatives and when our conduct leads to loss of life, physical injury or damage to health.

(2) We are also liable for damages resulting from an intentional or grossly negligent violation of the customer's assets or property by us, our legal representatives or agents.

(3) Finally, we assume liability for contractually typical, foreseeable damage caused through the negligent violation of the customer's assets or property by us, our legal representatives or agents, providing that we fail to meet a duty assigned to us, the fulfillment of which is crucial for the execution of this contract (so-called "cardinal duties").

(4) Any further liability, especially for loss of profit, is excluded, except in cases of intent or gross negligence.

(5) Our liability in tort is limited or excluded in accordance with the stipulations of Paragraphs (1) to (3). Claims under the German Product Liability Act concerning physical injury or damage to health remain unaffected by the limitation of liability.

(6) The limitations of liability shall also apply, in as much as the customer demands the compensation of futile expenditure instead of claiming compensation for damage.

## **Sec. 10 Choice of Law**

The contractual relationship shall be subject to the substantive laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG – "Vienna Convention of 1980").

## **Sec. 11 Place of Performance and Jurisdiction**

(1) Place of performance is the headquarter of CleanControlling GmbH, Emmingen-Liptingen, Germany.

(2) The place of jurisdiction for all claims of both contract partners against entrepreneurs, legal entities incorporated under public law or public-law special funds is our headquarter. However, we shall also be entitled to take the customer to court at his/her domicile/headquarter.