

This is a translation just for your convenience. Only the general terms of conditions in German language apply to the legal validity.

1. General Conditions

Dr. Sommer Werkstofftechnik GmbH is an independent certified laboratory, certified by ZDH-ZERT acc. DIN EN ISO 9001 and accredited by DAkkS (German Accreditation System for Testing) acc. DIN EN ISO 17025. Accredited is (DAP-PL 3479-00). Dr. Sommer Werkstofftechnik GmbH acts impartially and neutral. Our offers, deliveries and services are carried out exclusively based on the following condition of delivery and conditions of payment. With the placement of an order the purchaser recognizes, to the fullest extent, the validity of the General Terms of Conditions. Any deviated regulations are only accepted if they got confirmed by the Dr. Sommer Werkstofftechnik GmbH in writing.

2. Scope and Design

The order will be processed based on technical requirements as well as scientific work and evidence that will be accessible to the contractor. The levels of services depend on prior agreements, although - reserved in explicitly separate agreements - these must be applied on within the timeframe of an inspection or examination. (Assessments) The contractor has to create conditions that enable Dr. Sommer Werkstofftechnik GmbH a fast and smooth service. Subsequently made changes of the order shall entitle us to charge actual additional costs.

3. Confidentiality

Regarding documents and other information provided by the contractor, Dr. Sommer Werkstofftechnik GmbH must treat the data confidential. Any transmission to a third party may only take place with the permission of the contractor.

4. Payments

1. The remuneration of an expert's opinion, expert's report, consultations and information will be calculated on the basis of expenses.
2. For scientific investigations, measuring, laboratory work or comparable services fixed fees will be charged.
3. For certain specific services and uses as well as the use of special equipment special remunerations will be calculated.
4. In addition, thereto, Dr. Sommer Werkstofftechnik GmbH will charge any extra expenses incurred in connection with the services rendered (e.g. travelling, other expenses and, where applicable, any value added/turnover tax).

Additional applications, such as a lack of organization on the part of the client or repeated inspections which are not represented by Dr. Sommer Werkstofftechnik GmbH, will be charged at the respective current rates.

5. Proof of Payment

The payments are due within 14 days of receipt of the invoice. In case of delays and any default damages legal interests are computed (§ 288 BGB). Furthermore, for every out of court warning letter an amount of 3.00 € will be charged.

6. Sample Collection and Storage

Samples are shipped at the cost and risk of the customer, unless collection of the samples has been arranged. In case of shipping through the customer the specimen material must be properly packaged.

The customer is liable for all damage caused by a dangerous condition of the samples. The customer is obliged to provide all him known dangers and handling instructions.

7. Archiving of Reports/Certificates and Sample Material

Technical records (test reports, inspection documents, investigation reports etc.) will be activated for 10 years.

Following the completion of the order-related work, the samples will be stored for a period of three months unless otherwise defined by the customer in the contractual documents.

A return of test samples and samples can be arranged with the customer if necessary, in writing.

Unless requested otherwise of the customer, after the expiry of archiving periods reports will be destroyed, samples as well as test samples will be scrapped. A return delivery of samples/grindings will be on request only and also charged to the customer.

8. Guarantee and Liability

The contractor guarantees carrying out all the work according to these general terms of conditions as well as individual written agreements on a basis of generally accessible scientific and technical knowledge.

As a guarantee the customer can demand a rectification of inadequate performance free of charge.

The contractor is liable for damages caused as a result of simple negligence only up to the value of the order.

Any claims for damages beyond the aforementioned shall be excluded. This also applies to damages which are caused by repair.

9. Concluding Provisions

Changes and additions to these agreements must be in writing. If the above agreements prove ineffective the contracting partners will replace the void provisions with valid ones such as most closely approximates of the original provisions. Court of jurisdiction is Geldern, Germany.