

GENERAL TERMS AND CONDITIONS

§ 1 - General provisions

The business relationships of Prüf- und Forschungsinstitut Pirmasens e.V. (PFI) with its client are governed by the terms stated in the contract and below. Differing terms and conditions of the client shall only become part of the contract if they are acknowledged by PFI expressly and in writing.

§ 2 - Job assigned

1. A contract is concluded by the acceptance of a corresponding order by PFI. The subject of the order as well as any ancillary agreements must be specified in writing when the order is placed.
2. Changes of the agreed scope of work require the written form.
3. The services owed are agreed exclusively with PFI. Unless otherwise agreed in the specific order, the client shall not transfer work results to third parties. Third parties are not included in the scope of the contract.

§ 3 - Execution of the job assigned, default, performance

1. The job assigned is executed based on the respective state of the art as well as the scientific work and findings available to the PFI.
2. The performance dates and deadlines stated in the contract are non-binding unless they are expressly designated as binding in the contract. The processing of orders shall take place within the period of completion agreed in writing in the contract. The period for delivery of the research result or expert opinion begins with the conclusion of the contract. If PFI requires information, in particular documents of the client or an advance payment in order to fulfill the job PFI shall not be responsible for a delay due to late transmission of this information.
3. If the deadline for handing in the result is exceeded, the client may rescind the contract only in case of default of PFI or impossibility of performance at fault of PFI.
4. PFI only shall be in default if it is at fault for the delay. In case of obstacles not at fault of PFI attributable to an event that occurred through no fault of PFI and results in the serious interruption of business, such as for example cases of force majeure, strike and lock-out as well as other inevitable events, default shall not occur for the duration of the delay and the period of time necessary to resume the work. If the completion of the job assigned becomes impossible for PFI due to such obstacles, PFI shall be free from its contractual duties. The client shall not be entitled to a claim for damages in this case, either.
5. The completion of the job assigned occurs upon sending the written result of the job assigned (day of postmark) or upon actually making available the result. The letting of use of preliminary reports has no discharging effect and does not constitute a liability.

§ 4 - Storage of material

1. Examination and test materials are disposed of 10 weeks after completion of the job assigned - if technically possible - or otherwise utilised or returned to the client at the client's expense. This does not apply to material that is stored by the PFI due to legal requirements or an agreement with the client.

2. The disposal of the examination and test materials as well as the takeover of the costs occurred in this respect is handled pursuant to the provisions agreed in the contract. The disposal or storage is at client's expense.
3. Test reports prepared within the framework of the job assigned are archived for a period of 10 years at PFI. A longer obligation to store may result due to national or international regulations.
4. One copy of the written elaborations in German language is made available to the client. Further copies or translations are charged separately.

§ 5 - Duties of the client

1. PFI charges a remuneration for its services depending on the time and material required for the handling of each job assigned. Personnel costs are settled pursuant to the actual time used. Irrespective of that, PFI reserves the right to charge on account for services rendered
2. The payment obligation of the client comes into existence upon acceptance of the job assigned by PFI.
3. The client shall perform all acts necessary for the execution of the job assigned; in particular the client has to ensure that PFI receives all information and materials required for the execution of the job assigned free of charge and in good time. The client shall compensate PFI for any additional expenses incurred as a result of the client's late or insufficient cooperation.
4. PFI is to be informed of all circumstances which recognisably may be of importance for the execution of the job assigned in good time and without special request.

§ 6 - Contractor's duty to maintain secrecy

1. The parties shall keep all business secrets confidential, in particular those acquired in the course of cooperation.
2. Publications regarding results of the cooperation between PFI and the client shall be agreed with the respective other party if this is required also taking into account the scientific interest of PFI and the public interest in order to achieve effective property rights. After taking the required steps for securing the necessary property rights, there is no longer an obstacle to publishing the work results, unless serious concerns are asserted by one of the contracting parties.

§ 7 - Terms of payment

1. Payments by the client are to be made strictly net without deduction within 14 days after receipt of the invoice.
2. The client shall only be entitled to offsetting rights if its counterclaims are ascertained legally binding, uncontested or acknowledged by PFI. This limitation shall not apply insofar as claims and counterclaims of PFI and the client are concerned which are based on the same legal relationship. The same applies to the assertion of rights of retention by the client.

§ 8 - Copyright protection

1. The copyrights to the documents created within the scope of the job assigned, in particular test reports, expert opinions, illustrations, etc., are held by PFI. As the owner of the copyrights, PFI is free to grant others the right to use the results of the services for individual or all types of use.
2. The client shall receive a simple, unlimited, non-transferable and non-sublicensable right of use to the contents of the documents created within the scope of the job, unless a deviating provision has been contractually agreed

in individual cases. The content of this right of use is limited to the contractual purpose (e.g. use of test reports as evidence of a test performed).

3. Any publication of the documents created by PFI for advertising purposes or their use beyond the contractually regulated scope requires the prior written consent of PFI.

§ 9 - Warranty

1. The contractor warrants that it will execute the work pursuant to these general terms and conditions and, as far as it is a certification process, the Master Agreement, based on the scientific and technical findings, usable standards, legal and official regulations available to it. Any obvious incorrectness of the work result, such as for example typing errors, calculation errors or formal defects may be corrected by PFI at any time.

2. § 10 - Liability

1. The PFI shall not be liable for damages or reimbursement of expenses, irrespective of the legal grounds – in particular due to defects, breach of duties arising from the contractual obligation and tortious acts. This exclusion of liability does not apply in the case of intent or gross negligence, liability within the scope of guarantees, liability according to the Product Liability Act as well as due to culpable injury to life, body or health. Furthermore, PFI shall be liable in accordance with the statutory provisions in the event of a breach of essential contractual obligations, i.e. such obligations the fulfilment of which is a prerequisite for the proper performance of the contract and the observance of which the client regularly relies on and may rely on. Apart from that, i.e. as far as the PFI is not liable due to intent or gross negligence, according to the product liability law, due to injury to life, body, health or for guarantees, the liability of the PFI in case of breach of essential contractual obligations is limited to the contract-typical and foreseeable damage.
2. The above exclusions and limitations of liability shall also apply to the personal liability of organs, representatives and all other employees of PFI as well as its vicarious agents.
3. Claims for damages and reimbursement of expenses become time-barred according to the statutory provisions.
4. If a third party incurs the damage, the client is obliged to indemnify PFI from and against all claims for damages unless the damage was caused by intentional or grossly negligent behaviour of PFI. The same shall apply if the client forwards the results of the job assigned and the third party incurs damage due to that.

§ 11 - Termination

PFI may terminate the contract at any time for important reason. Notice of termination is to be given in writing.

1. Important reasons entitling PFI for termination include without limitation:
 - Refusal of necessary contribution by the client
 - Debtor's default on part of the client
 - Dwindling of assets of the client
2. In all other respects, a termination of the contract by PFI and the client shall be excluded unless it was agreed in writing upon contract award.
3. If the contract is terminated for an important reason, PFI shall be entitled to a remuneration for the partial performance rendered until the time of termination.
4. In all other cases, PFI retains the claim for the contractually agreed remuneration but only under deduction of the expenses saved.

§ 12 – Other provisions

1. Should individually provisions of these General Terms and Conditions be invalid, the remaining provisions shall remain unaffected.
2. The laws of the Federal Republic of Germany apply.
3. The place of jurisdiction for both parties shall be Zweibrücken, insofar as the client is a merchant, a legal entity or a special fund under public law. Place of performance shall be Pirmasens.
4. Even if the client is a non-merchant, Zweibrücken shall also be place of performance if the client does not have a general place of jurisdiction in Germany, relocated its residence or usual abode from Germany to another country or if its residence or usual abode is not known to PFI at the time of bringing the action.

Version: 09.05.2023

**Prüf- und Forschungsinstitut
Pirmasens e.V.**