

## Terms and Conditions (as of 01/10/2014)

### § 1 Field of Application

- (1) All contracts between Envilytix GmbH ("the provider") and its customers are exclusively based on the following Terms and Conditions. The up-to-date version of the Terms and Conditions when placing the order is relevant.
- (2) Differing Terms and Conditions of the customer can only become part of the contract, if Envilytix GmbH approves them expressly and in written form.

### § 2 Orders

All orders have to be placed in written form. If the order is placed orally, the provider can determine the scope of the order by confirming the contents of the order in written form. The basis of this confirmation is the agreed extent of examination. The scope of the services results exclusively from the offer and from the possible written confirmation of the order. A date of completion is only binding, if it has been settled in written form.

### § 3 Selling/Delivery of Chemical Products

- (1) Chemical products, especially hazardous materials are not sold to private persons. The chemical products which are produced or sold by the provider are exclusively determined for the purpose of research and development, chemical analysis and educational purposes.
- (2) There is no minimum amount for an order, an extra fee for small quantities is not charged.
- (3) For the delivery of chemical products of a net value up to 1000 Euros within Germany, we charge shipping costs of 25 Euros. Dangerous goods are excepted. Dangerous goods that can be sent as limited or excepted quantity are included in the above mentioned lump sum of 25 Euros. For the delivery of other dangerous goods we charge a fee of 45 Euros. Concerning all orders of a net value over 1000 Euros within Germany, no fee will be charged for the delivery.
- (4) The above mentioned regulation (§3 (3)) is not applicable for class 1 dangerous goods. For the delivery of class 1 dangerous goods we charge a lump sum of 135 Euros for each order.
- (5) The fees for the delivery of chemical products in other countries have to be demanded for each case. Further costs for deliveries abroad, e.g. customs duties and taxes must possibly be paid. They have to be paid by the customer.
- (6) The provider will choose the way of delivery.
- (7) We have to charge an administrative fee of 75 EUR for processing orders of export restricted goods with a merchandise value below 2500 EUR.

### § 4 Delivery and Storage of Samples

- (1) The customer has to guarantee that the delivered samples contain no ammunition, dangerous microorganisms or radioactive materials.
- (2) The customer has to take the risk and the costs for the transport of the samples to and from the provider as well as the packaging.
- (3) The samples that the customer has left to the provider for the purpose of examination will be kept for a limited period of time after the preparation of the laboratory report/expert opinion. Afterwards they will be orderly recycled at the cost of the customer, if there is no other written agreement. Plant samples and water samples will be kept 7 days, soil samples and material samples will be kept 1 month. If the samples shall be kept longer, a written agreement and the payment of a storage fee will be necessary.

### § 5 Protection of Test Results and Procedures

- (1) All data are treated confidentially. The provider has to approve the publishing of the own test results and expert opinions in a written form before they can be published.
- (2) The provider is not obliged to give secret information to the customer, especially concerning analytical procedures, suppliers or used types of equipment. If there is no other written agreement, all processes, newly developed or improved processes in custom synthesis remain the property of the provider.
- (3) If custom synthesis shall be carried out according to processes of the customer, the customer has to check a priori, if these procedures are protected by any patent.

### § 6 Customer's Rights

If the provider's service is unsatisfactory or if the provider neglects his duty, the customer has to give notice to the provider in written form within 14 days after the service has been carried out. The provider has an adequate period of time to amend the service (amendment or compensation).

### § 7 Acceptance Procedure

- (1) The parties to the contract agree that an acceptance procedure is generally not applicable to the provider's services. Thus, the finished work replaces the acceptance procedure.

- (2) If an acceptance procedure is necessary in single cases, it is valid within 14 days after the work has been finished and delivered, if the customer does not refuse the acceptance expressly within this period of time.

### § 8 Service Provision by a Third Party

Generally the provider has got own experts to accomplish all services. Nevertheless, the provider is authorized to let sufficiently qualified sub-contractors accomplish his services. In these cases the provider remains the customer's only contract partner.

### § 9 Liabilities

- (1) If there is no other agreement, damage claims of customers are excluded. This disclaimer is also valid in favor of the provider's legal representatives and the provider's partners, if the customer asserts claims against them.
- (2) The above mentioned disclaimer (§ 9 (1)) does not include compensations due to injury of life, body and health, as well as compensations for reasons of violation of essential contractual obligations. Essential contractual obligations are all obligations that are necessary to fulfill the contract, e.g. the provider has to deliver the work without material and legal insufficiency and has to take care that it becomes the customer's property. The above mentioned disclaimer also excludes damages as a result of an intentional or grossly negligent breach of duty committed by the provider, a legal representative or a partner.
- (3) The customer's damage claims concerning an intentionally caused damage are limited to an amount of 3.000.000 Euro, if there is damage to persons or material damage, and to an amount of 100.000 Euro, if there is financial damage.
- (4) The provider is not responsible for the inappropriate application of the chemical products produced or sold by the provider.

### § 10 Conditions of Payment

- (1) The provider is authorized to demand adequate advance payments before the service provision or partial payments according to the progress of the service provision.
- (2) In Germany the payment terms are net 10 days after date of the invoice, in all other countries net 15 days after date of the invoice. The respective invoice amount is payable without deduction. It has to be remitted to the provider's bank account by giving the invoice number. Bank charges for payments in foreign currencies have to be paid by the customer.

### § 11 Jurisdiction

The jurisdiction court for all differences resulting from the contract between the provider and the customer is the registered business address of the provider, if the customer is a merchant, a body corporate organized under public law or separate assets under public law.

### § 12 Applicable Law

The contractual relationship between the provider and the customer is governed by the law of the Federal Republic of Germany.

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