

tBU – Institut für textile Bau- und Umwelttechnik GmbH

General Terms and Conditions of Business

Paragraph 1

The following terms and conditions of business apply exclusively to all services performed by the Institute. Any different terms stipulated by our partners are not part of the contract unless we expressly agree with the contracting partners' conditions.

Paragraph 2

- (1) tBU 's offers shall lose their validity three months after clients receive them.
- (2) If no special agreements have been reached, prices shall be charged according to the Institute's price list valid when the contract is entered.
- (3) For contracts and confirmed orders, prices shall be binding for four months; afterwards prices may be changed owing to increases in costs for wages and materials.

Paragraph 3

- (1) If it is established during the course of handling that additional tests are necessary for flawless realization, then the client's approval to do so shall first be obtained.
- (2) In the event that any justified doubt regarding the success or advisability, the Institute shall be authorized to break off the work and charge for the expenses that have arisen up to that point.

Paragraph 4

Any interruptions of operations through no fault of the Institute's or owing to acts of God or unforeseeable events, such as the failure of testing machinery or absence of personnel, shall exonerate the Institute from carrying out the order in whole or in part for the duration of the hindrance.

Paragraph 5

- (1) tBU 's invoices shall be due and payable without any deductions immediately upon receipt. Starting with any days of grace, the Institute may charge the Client interest of 2% above the federal discount rate.
- (2) The testing and examination materials shall be sent to the Institute carriage paid. Unless anything to the contrary has been agreed, after the testing and/or examining, these shall pass into the possession of the Institute for its free use. The Client shall bear any costs for returning testing materials agreed. The Institute shall not assume any liability for the transport.
- (3) While keeping the specimens, the Institute shall only take responsibility for the degree of care that it applies in its own matters of the same kind. (Paragraph 690 German Civil Code)

Paragraph 6

- (1) The Institute shall only be held responsible for damages due to willful or grossly negligent violation of the contract by the Institute or damages due to willful or grossly negligent violation of the contract by a legal representative or vicarious agent of the Institute.
- (2) The liability for damages caused willfully or through gross negligence shall be limited to replacement of the immediate damage; liability for consequential damage shall be excluded.
- (3) As far as the sum goes, the liability for damages caused willfully or through gross negligence shall be limited to triple the testing costs.
- (4) The Client shall be obligated to indemnify the Institute against any possible claims for compensation by third parties.

Paragraph 7

- (1) A report (ascertainment of facts) or expertise (interpretation of tests, assessments) shall be delivered about the work carried out, which shall be guided by the customary methods known for this technology and research. A right of retention shall exist until the final payment is made for the services rendered by the Institute.
- (2) Complete reports may be published by the client. Parts of test reports may only be published after approval by tBU. The summarized results (last page of report) with signatures may be reproduced as "an excerpt from Test Report No..." without approval of tBU
- (4) The Institute obligates itself to secrecy about the results of the testing and examining that become known to it through its work on the order. If a publication is made by way of exception, then the Client's approval for this shall be required.
- (5) The Institute shall, without compensation, be entitled to use the results and knowledge gained for the advancement of the research.
- (6) Any objections to the Institute's work or against the results established must be raised to the Institute immediately in writing, but in any case within 14 days of the date of issue at the latest.

Paragraph 8

Only German law shall apply to the legal relationship. Münster is the legal venue and place of performance.

Paragraph 9

In the event that any individual provisions of these General Terms and Conditions of Business should be inoperative, then this shall not affect the operativeness of the remaining provisions.