

## General Terms and Conditions for INSTAND e.V. calibration services

(as per: 17.12.2019)

### A. Scope

1. The calibration laboratory operated by INSTAND e.V. - Gesellschaft zur Förderung der Qualitätssicherung in medizinischen Laboratorien e.V. - ("INSTAND e.V.") is accredited for the performance of calibrations in the fields of substance quantity concentration, catalytic activity concentration and mass concentration according to DIN EN ISO/IEC 17025 and DIN EN ISO 15195.
2. Unless expressly agreed otherwise in writing, these general terms and conditions shall apply exclusively to all calibration services offered by INSTAND e.V. Subject to the first sentence of this section 2, general terms and conditions of the client shall not apply, even if INSTAND e.V. has not objected to them in individual cases.
3. These general terms and conditions apply exclusively to entrepreneurs within the meaning of sec. 14 BGB (German Civil Code).

### B. Conclusion of contract

The contract for the respective calibration services is concluded when the client accepts the offer of INSTAND e.V. ("Acceptance"). Acceptance shall occur when the client expressly accepts the offer of INSTAND e.V. or upon receipt of the calibration object delivered to INSTAND e.V. by the client.

### C. Contract subject matter and contract execution

1. The scope of the services in each case is specified in the respective order.
2. The client is aware that only calibration work for measured quantities from the accredited range is carried out.
3. The client receives a certificate of analysis from INSTAND e.V. after completion of the calibration services.
4. The calibration services of INSTAND e.V. are performed in accordance with the procedural instructions specified within the framework of the accreditation.
5. The calibration services are performed at the registered office of INSTAND e.V. in Düsseldorf.

6. The client is responsible for the proper and lawful declaration of the calibration object.
7. If, upon delivery to INSTAND e.V., the calibration object is in a condition which casts doubt on its suitability or does not correspond to the description contained in the enclosed delivery note, INSTAND e.V. shall be entitled to withdraw from the contract after consultation with the client, without the client thereby incurring any claims against INSTAND e.V.
8. If in the course of the calibration work doubts arise as to the suitability of the calibration object, a decision on the continuation of the calibration work shall be made jointly with the client. In the event that the calibration work is interrupted, the work performed up to this point in time shall be paid. A lack of suitability of the calibration object is to be assumed in particular in the event of instability and/or inhomogeneity of the sample.

### D. Client's obligations

1. The client undertakes to perform all actions under his control required for the provision of the calibration services in accordance with the contract. This includes, in particular, the provision of all information and indications relevant for the execution of the order.
2. The client shall be responsible for the proper storage and transport of the calibration object until delivery to INSTAND e.V. Transport costs for the delivery of the calibration object to INSTAND e.V., including any custom duties, import taxes and other fees and charges shall be borne by the client.

### E. Dates and times

1. The calibration services do not begin before delivery of the calibration object to INSTAND e.V.
2. Any deadlines for service completion communicated in the context of the order serve only as a time reference. In cases of force majeure and other unforeseeable, extraordinary circumstances beyond control, the average processing time may be extended. This includes in particular the faulty or delayed delivery of the calibration object by the client, (technical) operational disturbances, industrial disputes, lack of energy or material supply, as well as official interventions. The client shall be entitled to withdraw from the contract if he can substantiate the

unacceptability of the processing delay. Further claims do not exist.

#### **F. Fees and payment**

1. The prices agreed by the parties to the contract shall apply.
2. The prices are net prices subject to the statutory value-added tax applicable at the time of invoicing.
3. Invoices are due within 30 day of receipt.
4. INSTAND e.V. can make the conclusion of the contract dependent on the settlement of outstanding invoices from previous orders.

#### **G. Warranty**

1. Any complaints must be made within 8 weeks of receipt of the analysis results. Upon expiration of this deadline the client's claims arising from complaints are excluded.
2. In the event of a justified complaint which INSTAND e. V. is liable for, INSTAND e. V. may at its sole discretion either waive its claim for fees or repeat the calibration services.

#### **H. Liability**

INSTAND e. V. shall only be liable, regardless of the legal ground, for damage which has been caused as a result of negligent breach of a substantial contractual duty/cardinal obligation. Liability in terms of amount shall be limited to damage which is predictable and typical. Further liability of INSTAND e. V. is excluded. This limitation does not apply to liability for injury to life, body and health and in case of intentional and grossly negligent breach of obligations.

#### **I. Data Protection**

INSTAND e.V. complies with the provisions of the General Data Protection Regulation and the German Federal Data Protection Act. Details on data processing can be found in INSTAND e.V.'s data protection notice, available at [<https://www.instand-ev.de/gdpr>]. The handling of all information obtained or created in the course of calibration activities is treated confidentially. If there are legal obligations towards the client, the client will be informed about the disclosure of confidential information.

#### **J. Final provisions**

1. The place of performance is the registered office of INSTAND e.V. in Düsseldorf.
2. The laws of the Federal Republic of Germany shall apply to the contract exclusively with the exception

of the Private International Law and the UN Sales Convention (CISG).

3. If the client is a merchant within the meaning of sec. 1 (1) of the Handelsgesetzbuch (German Commercial Code) or is a legal entity (under public law) or special fund organized under public law, Düsseldorf shall be the place of jurisdiction in respect of all disputes arising out of or in connection with the contract.
4. Should an individual term of these general terms and conditions partially or completely be or become invalid or unenforceable, this shall not affect the validity of the remaining terms. The same shall apply in case of any omissions. Instead of the invalid, unenforceable or missing term, to the extent legally possible an appropriate term shall be deemed to have been agreed upon which is closest to what the parties economically intended or according to purpose to the agreement would have intended had they been aware of this point. The same shall apply to invalid terms which concern the scope or the time (deadline and date) of performance; in such a case, a legally permissible scope or time of performance shall be deemed to have been agreed upon which is closest to what the parties economically intended.