



1 Scope of application

- 1.1 The following terms and conditions apply to all services provided by Team Umweltanalytik GmbH (hereinafter referred to as the Contractor), unless these have been amended by written agreement.
- 1.2 If these General Terms and Conditions (GTC) are written in other languages, the German version shall prevail in the event of a dispute.

2 Type and scope of services, placing of orders

- 2.1 The offers of Team Umweltanalytik GmbH are always subject to change and therefore not binding.
- 2.2 The nature and scope of the services to be provided are determined by the order placed in writing (letter, fax, e-mail).
- 2.3 Orders must contain the address of the client as well as the complete invoice address. In the case of orders from EU member states (intra-community services), the VAT ID number - if available - is absolutely necessary.
- 2.4 Orders should refer to our offer. Alternatively, desired services, analysis parameters, sampling and analysis methods, the purpose of the service, the type of sample and other relevant information (e.g. desired specification of the measurement uncertainty or a conformity assessment) must be included therein. A contract shall only be concluded after receipt of the order with the written order confirmation of the Contractor or by unchanged acceptance of a binding offer of the Contractor by the Client.
- 2.5 Deviating delivery or invoice addresses and additional recipient addresses (e.g. of test reports) must also be communicated when placing the order.
- 2.6 The Principal is obliged to inform the Contractor immediately of any changes to its contact details and invoicing address.
- 2.7 Subsequent changes to the information provided, in particular if it becomes necessary to amend documents or invoices that have already been prepared, shall entitle the contractor to charge a processing fee (at cost).

3 Quality Management

- 3.1 The contractor operates a quality management system in accordance with the principles of the applicable DIN EN ISO/IEC 17025 and is accredited in accordance with this standard.

4 Performance of services

- 4.1 The scope of the service to be provided by the contractor shall be specified in writing when the order is placed.
- 4.2 The sending of samples shall be at the expense and risk of the Principal. Sample containers delivered by the client can only be returned against reimbursement of our costs if they are appropriately labelled and a note to that effect has been issued in advance. We cannot guarantee that the returned sample container is free of contamination.
- 4.3 Depending on the scope of the parameters to be determined, the targeted delivery period is up to 14 working days for water samples and up to 21 working days for solid samples. Extensive orders, drinking water hygiene examinations of products or development work have longer delivery times. In the event of difficulties arising, e.g. of a methodological or equipment-related nature, the client will be informed immediately. Liability for an extension of the required processing time and its consequences is excluded.
- 4.4 The contractor reserves the right to pass on tests to external providers. In any case, the Client shall be informed and written consent obtained. Such subcontracting shall be carried out exclusively to laboratories which are accredited or approved for the performance of the commissioned services.

5 Occupational safety

- 5.1 The client is responsible for ensuring the safety of the samplers on his premises and during sampling. This includes the provision of suitable sampling points from which no hazards to the health of our employees emanate. Any hazards, difficult accessibility or necessary safety precautions must already be pointed out by the client when placing the order.
- 5.2 If it is known or there is sufficient suspicion that samples contain or may contain hazardous substances, the samples shall be marked accordingly when the test material is delivered or a corresponding notice shall be given in writing.



6 Archiving

- 6.1 The test results including the underlying raw data shall be archived by the contractor for at least 5 years unless otherwise agreed.
- 6.2 The water and waste water samples are disposed of after dispatch of the test report, unless other arrangements have been made with the client. Dried samples of solids are stored for at least 2 years. Product samples (e.g. for tests on drinking water hygienic suitability) are disposed of 3 months after dispatch of the test reports, unless otherwise agreed with the client. The Client shall bear the costs of proper disposal.
- 6.3 If the client wishes the test material or packaging to be returned, he must inform us of this in writing when the contract is concluded. The return shall be at the expense and risk of the Client.
- 6.4 The client shall be liable for all damage attributable to a hazardous nature of the sample material. The client is liable for all damage caused by the sample material.

7 Confidentiality

- 7.1 The contractor undertakes to treat as confidential data and information arising from the contractual relationship which are neither generally accessible nor generally known.
- 7.2 The requirements of the DSGVO shall be observed. The client will be sent the information on this on request (in principle for private individuals).
- 7.3 All information sent to the contractor by or on behalf of the client that is subject to secrecy (e.g. recipes) shall be treated with absolute confidentiality and disclosed exclusively to the employees entrusted with processing the order. The client must coordinate the addressee and the secure transmission route with the contractor before sending the information.
- 7.4 For the validity of the test reports, the matching quality with regard to the composition and processing of test material and product is assumed.

8 Liability

- 8.1 The contractor shall be liable to the client to the extent permitted by law for damages resulting from gross negligence and intent. The liability for damages as a result of simple negligence is limited to the amount of the contractor's existing business liability insurance sum. The personal liability of employees of the contractual partners is also excluded in the case of tortious acts, except in the case of intent.
- 8.2 The limitation of liability does not apply to damages resulting from culpable injury to life, body or health.
- 8.3 No responsibility is assumed for patent, trademark or copyright infringements.
- 8.4 Events of force majeure which make it substantially more difficult or temporarily impossible for the contractor to perform his services shall entitle him to postpone the performance of these obligations for the duration of the hindrance.

9 Cancellation of orders

Cancellations of orders on the part of the principal shall be confirmed in writing by the contractor. Investigations already carried out shall be invoiced.

10 Complaints

- 10.1 Inquiries about services rendered shall be accepted in writing, by e-mail, orally or by telephone.
- 10.2 In the event of objections to the correctness of a test result and other complaints, records shall be kept by the contractor. The client shall be informed of the result.

11 Terms of payment

- 11.1 Unless otherwise agreed, invoices shall be issued after performance of the services or in the month following performance of the services. The invoice shall be payable within 14 days without deduction. The contractor shall be free to demand advance payment or securities for deliveries.
- 11.2 Bank charges for the transfer shall be borne by the Client.
- 11.3 The deduction of a discount requires express written agreement.
- 11.4 The prices according to the offer shall apply. In principle, the value added tax valid in Germany at the time of invoicing shall be added to all services. This shall not apply to services rendered to companies in countries within the European Union (intra-community services) if the VAT ID number of the invoice recipient is known to us.



12 Jurisdiction

German law is exclusively applicable to all legal relationships existing between the client and the contractor. The place of jurisdiction is Dresden (Federal Republic of Germany).

13 Miscellaneous

Should any provision of these General Terms and Conditions be or become invalid or contestable, the remaining provisions shall remain unaffected thereby.