

General Terms of Business

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1. General

All analysis, development, research, consulting and planning tasks carried out by ISEGA are subject to payment and are taken as individual orders which receive order numbers. The following terms of business are valid for each order. Collateral agreements, assents, divergent arrangements are only binding when put down in writing.

2. Execution of an Order

Business relations begin only after receipt of the written order. The order is executed according to the instructions of the orderer. ISEGA reserves the right to decide on the expense and the methods which are necessary for the execution of the order.

Extra expenses which could not be foreseen at receipt of the order are charged separately. Without preceding consultation they may not exceed 20 % of the price indicated before.

Each order is considered to be completed with the test report. The test results are only evaluated separately if this results from the order.

3. Costs and Terms of Payment

All prices according to our valid price lists are net prices to which the valid VAT has to be added.

For orders below the minimum order capacity of € 100,- a handling charge of € 20,- is added.

Our invoices are payable without deductions within a fortnight after making out the invoice. If the period allowed for payment has expired, ISEGA is authorized to charge fines or default interests. If an invoice is paid in parts or if it is not settled at all, ISEGA is authorized to delete and destroy all data, documents and registrations connected with this invoice.

4. Responsibility and Liability

ISEGA accepts responsibility to carry out each order according to the generally acknowledged rules of technology according to the latest developments in technology which have been published or are accessible in any other way. No responsibility is taken for the methods in themselves.

The orderer is liable for the transport of the samples to the institute according to the respective transportation prescriptions. In case the presented sample material involves special risks according to the Gefahrstoff-VO, the orderer has to secure an appropriate designation of the packaging or to emphasize this explicitly in the order. Otherwise the orderer is held responsible for possible material damages or personal injuries caused by the sample material.

If an order cannot be carried out due to reasons which ISEGA has not to answer for (damages in transit, improper despatch, wrong designations of the samples, insufficient quantity of sample material), ISEGA is relieved from the execution of this order, but is authorized to account for the produced results according to the expenses involved, including return or disposal.

In case faults are noticed within 3 months and the order has actually to be touched up, the orderer's right of warranty is restricted to the execution of the free and immediate remedy of the fault by ISEGA. If a remedy of the fault is not possible or if it is not executed by ISEGA, ISEGA is obliged to refund or credit the invoice total. The right of a reduction for the customer has then to be considered if it is proved that the poorly executed order was only in a reduced extent useful for the customer's purposes. A more far-reaching right to receive a compensation - including consequential damages - is restricted to cases where ISEGA has acted grossly negligent or willful.

5. Periods

The laboratory work of all orders is started within 3 - 10 days after receipt of the order or sample material within the realm of possibility. Excluded are orders within projects or analyses with a test schedule. Working periods have to be agreed upon separately. In case of delays caused by force majeure or technical failures the orderer has to concede ISEGA an appropriate extension. If no delivery is made within this period, the orderer can demand adequate deductions from the invoice.

Immediately started rush orders imply a surcharge of 25 %. The weekend surcharge is 50 %.

6. Secrecy

ISEGA is obliged to keep secret the knowledge acquired in connection with an order and is bound not to reveal it to third parties. Generally known information or information open to the public is excluded.

ISEGA's staff is bound by contract to the appropriate secrecy clauses.

7. Reporting

ISEGA forwards a written test report after execution of an order. The report only refers to the submitted sample material at the time of testing.

For the publication of results of our work and certificates as well as for the use for advertising purposes - even in parts - our written authorization is required.

8. Archives

Provided that the sample material was not used up completely for the tests, ISEGA keeps it for an adequate period of time. The storage period in the field of certificates is 7 - 10 years. This period can be shortened for unstable sample material. Regardless of this the orderer is responsible to keep the stipulated storage periods of reserve samples. After expiry of the storage period the sample material is destroyed without further notification.

Test reports, test results and rough data are kept according to the fixed periods of time.

9. Inventions

Among the results of ISEGA`s work which directly become the orderer`s property are also results entitled to protection of patent or patented design. In case of inventions the employees of ISEGA are subject to the same conditions as the employees of the orderer according to the law on employees` inventions. If the orderer does not want to maintain the claim to a protection right he vests ISEGA with this right or claim by a written declaration.

Both parties are sworn to secrecy concerning inventions until the inventions are published as a protection right or until they became known otherwise.

10. Place of Fulfillment

Place of fulfillment and legal domicile is Aschaffenburg if no other agreements are valid. If one fixing in these General Terms of Business is or becomes inoperative, this does not affect the validity of the other fixings. The respective ineffective clause has then to be replaced by a faithful effective one.