

# GTCs Labsupport GmbH & Co KG

## 1. Validity of General Terms and Conditions (GTCs)

- Unless explicitly agreed otherwise, the terms and conditions of Labsupport apply. The reference to the use of the terms and conditions of the company Labsupport and the location where they can be found were communicated in the offer.
- Our contractual partner agrees that in the event of the availability of their GTCs, in case of doubt our GTCs shall be applied, even if the conditions of the contractual partner are not explicitly contradicted.
- If GTCs of our contractual partners are fulfilled by actions of our side, this may not be interpreted as automatic consent to contractual conditions deviating from our GTCs. If, however, ambiguities remain in the interpretation of the contract, these must be eliminated in such a way that those contents are used which are typically used in comparable cases.
- Our GTCs are designed for contracts between two companies. In the case of business with private individuals, of course, the respective legal framework conditions apply.
- All agreements, subsequent amendments, additions, ancillary agreements, etc. must be made in written form to be valid, including original signature or the secure electronic signature.

## 2. Privacy & Confidentiality

- We process customer-related data in accordance with our privacy policy. The current version of this Privacy Policy can be found on our homepage [www.labsupport.at](http://www.labsupport.at).
- We undertake to treat all information confidential, which is gained due to our onsite activities at customer's site (e.g. sample designations, research areas, etc.) or through communication with the customer.
- If confidentiality is a separate topic for the execution of the contract beyond the usual extent, a separate confidentiality declaration must be signed. This can be provided by our side for mutual signature.

## 3. Offer

- The offer is valid for 30 days from the date of creation. Through the written acceptance of the offer by the customer, a binding contract is concluded for both parties.
- Offers for repairs and installation activities are prepared to the best of our knowledge. However, no guarantee can be given for the correctness. Should cost increases of more than 15% arise after the order has been placed, the customer will be informed immediately. This regulation does not apply for prices for the sale of equipment.
- Unless agreed in advance as a fixed price (declared separately in the offer), both the working time and the material used will be charged according to actual expenditure.

## 4. Invoice and terms of payment

- We are expressly entitled to make partial invoices, provided that the service is provided in parts.
- Unless otherwise agreed in writing, invoices must be paid within 45 days of the invoice date.
- Complaints about invoices must be made in writing within 14 days of receipt of the invoice.
- In the event of default in payment, the customer undertakes to bear the costs of the necessary and appropriate legal action (dunning, collection, lawyer's fees, etc.).
- If the customer is in default of payment due to another contractual obligation, we are entitled to refuse to fulfil our obligations under this contract until full payment of the service provided under other contractual obligations.
- If the customer is in default of payment, even not at his fault, we are entitled to charge default interest in the amount of 10% above the base interest rate annually, this does not affect claims for compensation for proven higher interest.
- If our contractual partner is in default of acceptance, we are entitled to store the goods with us, for which we may charge a storage fee of € 20 per calendar day or part thereof. We reserve the right to assert additional storage fees.

## 5. Retention of title

- The goods remain our property until full payment of the purchase price and all costs and expenses associated with the service and assembly. A resale is only permitted if we have been informed of this and have agreed to this in written form.
- In the event of default, we are entitled to assert our rights arising from the retention of title and to collect the goods or components sold.
- In the event that we assert the retention of title, the customer undertakes at this point in time to pay the costs for the assertion of the retention of title as well as the enforcement, in particular the dismantling of the goods as well as the transport costs within 14 days of assertion.

## 6. Place of fulfillment

- Place of fulfillment is the address of the recipient stated in the offer both for our performance and for the consideration, unless otherwise agreed in writing.

## 7. Delivery dates / delay in performance

- Since delays in scheduling can occur due to various influences (delay in the appointment of spare parts, illness of relevant trained persons, etc.), claims for compensation due to delays are excluded, unless otherwise defined in written form and expressly agreed to by Labsupport.

## 8. Acceptance

- If the installation of the goods is carried out by the manufacturer or Labsupport, the acceptance is completed after successful completion of all installation tests procedures.

- In this case the date of customer signature on the service report is the starting date for warranty.
- If the installation of the goods is carried out by the manufacturer or Labsupport, the service report signed by the customer for installation is used as confirmation of acceptance, provided that no defects (tests failed or the like) are listed here.
- If the execution of the acceptance tests is delayed due to the customer's fault or if the customer refuses the acceptance tests, the 31st day after delivery of the order shall be deemed the acceptance date.
- If the acceptance test is carried out by the customer, the delivery date to the customer is the starting date for warranty.

## 9. Cancellation

- If the cancellation by the customer is carried out after start of delivery of the order, the customer will be charged a cancellation fee of 15% of the total order scope. We reserve the right to assert any additional amount of damages.
- If the cancellation is carried out after delivery of the order to the customer, additionally the costs for the return shipment are to be borne by the customer.
- A cancellation is only possible within 60 days after delivery of the order to the customer. Furthermore, in this case, cancellation is only possible if the product is in undamaged and unused condition. If a change in this point is desired, a written confirmation from the executing seller or the management of Labsupport is required.

## 10. Complaints, warranty, damages and notice of defects

- In the event of defects, we are free to choose between replacement, repair or price reduction if there is no claim for rescission (claim to dissolution of the contract) and we make use of this right.
- If Labsupport is not responsible for intent or gross negligence, claims for damages regarding property damage and financial loss arising as consequential damage are excluded,
- The transferee must always prove that the defect already existed at the time of delivery.
- The warranty period for movable items is 12 months from delivery of the goods to the customer or 6 months for consumables and after-sales services (seals, repairs and the like).

## 11. Product liability

- An exclusion of a recourse claim on our part according to § 12 PHG is not accepted by us.
- Any recourse claims that contractual partners or third parties make against us under the title "product liability" within the meaning of the PHG are excluded, unless the person entitled to recourse proves that the defect was caused in our sphere and was at least grossly negligence.
- Labsupport is not liable for lost profits, downtime and loss of data, except when caused by intent or gross negligence.

## 12. Severability, choice of law and place of jurisdiction

- The place of jurisdiction is agreed to be the factually and locally competent court for the location of our company, whereby Austrian law applies without exception.
- The severability clause applies: should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts.

## 13. Other

- The customer may only use the ordered products in accordance with the specifications, instructions for use and inscriptions supplied with the product or sent to the customer. Otherwise warranty and liability claims to Labsupport expire.
- Customer is responsible for using the products in accordance with applicable laws and regulations.
- At the request of the customer, a take-back service for old equipment is offered in accordance with the legal requirements. We cover the costs of disposal. The costs for the return shipment are borne by the customer.
- The products we sell are not intended for the operation, monitoring, construction or maintenance of nuclear facilities. Labsupport is not liable for damages resulting from such use.
- We comply with legal standards. The application of all other standards must be fixed in written form.
- No liability can be assumed for the correctness of measuring equipment provided by the customer (= measuring equipment for whose calibration Labsupport is not responsible).
- We can only provide our services as soon as suitable technical prerequisites are available on the customer side. These may have to be clarified on a case-by-case basis.
- Labsupport bears the costs and risk of transport. The risk of loss or damage shall only pass to the customer upon acceptance.