

GTCs Labsupport GmbH & Co KG

1. Validity of General Terms and Conditions (GTC)

- 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 partners agree that in the event of the use of its GTCs, in case of doubt our conditions shall be applied, even if the conditions of the contractual partner are not explicitly contradicted.
- If terms and conditions of our contractual partners are fulfilled by actions of us, this may not be interpreted as automatic consent to contractual conditions deviating from our general terms and conditions. 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 terms and conditions are designed for the execution of 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 in order 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.
- We treat all information that we obtain in the course of our activities with and for the customer as confidential (e.g. sample names, research areas, etc.).
- 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 us for mutual signature.

3. Offer

- The offer is binding for 30 days from the date on the offer. By accepting the offer by the customer, a binding contract for both parties is concluded.
- Unless explicitly agreed otherwise, prices quoted to us are inclusive of all taxes and ancillary costs including transport costs. Agreed contract prices are considered fixed prices, price sliding clauses and the same are not accepted by us as long as they are not specially negotiated and fixed in written form.
- The cost estimate is prepared to the best of our knowledge, but no guarantee can be given for its accuracy. Should cost increases of more than 15% occur after the order has been placed, the Contractor shall inform the Customer thereof without delay.

- Unless otherwise agreed, order changes or additional orders may be invoiced at reasonable prices.

4. Invoice and terms of payment

- We are explicitly entitled to also make partial settlements, 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 of 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 under another contractual obligation, we shall be entitled to refuse performance of our obligations under this contract until full payment of the service rendered under other contractual obligations.
- Even in the event of default of payment by the buyer, through no fault of our own, we are entitled to charge default interest at the rate of 10% above the base interest rate annually, this does not affect claims for reimbursement of 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 € a calendar day.

5. Ownership

- The goods remain our property until full payment of the purchase price and all costs and expenses. A resale is only permitted if we have been informed of this and have agreed to this in writing.
- In the event of default, we are entitled to assert our rights under the retention of the goods. It is agreed that the assertion of the retention of the goods does not constitute a withdrawal from the contract, unless we explicitly declare withdrawal from the contract.
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- The seller shall bear the costs and risk of transport. The risk of loss or damage shall only pass to the buyer upon acceptance.

6. Place of performance

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

7. Delivery dates / delay in performance

- Since delays in the service area can occur due to a variety of influences (delay in spare parts, illness of relevant trained persons, etc.), delays that are difficult to define, claims for damages due to delay in deadlines are excluded, unless otherwise agreed in writing and explicitly approved by Labsupport.

- The delivery date is agreed to be fixed insofar as we can withdraw by mere declaration in the event of default by the contractual partner without setting a further grace period. This declaration must be made within 7 days. We are entitled to claim all damages resulting from the delay.

8. Acceptance

- If the installation of the order is carried out by the manufacturer or by Labsupport, the acceptance shall be deemed to have been completed after successful completion of all installation and test procedures.
- If the execution of the acceptance tests is delayed due to customer fault, the 31st day after delivery of the order shall be deemed to be the date of acceptance.
- If the acceptance is carried out by the customer, the delivery to the customer shall be deemed to be the date of acceptance.

9. Cancellation

- If the customer cancels the order and the delivery of the order has not yet begun, the customer will not incur any cancellation fees.
- If the cancellation is carried out after the delivery of the order has begun, the customer will be charged a cancellation fee of 15% of the sales price.
- If the cancellation is made after the order has been delivered to the customer, the customer shall bear the costs of the return shipment.
- 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.
- A cancellation does not affect the customer rights, which arise due to warranty and other liability reasons.

10. Complaint, warranty, damages and notice of defects

- Exclusions of liability on the part of our contractual partners, particularly with regard to warranty or compensation for damages, will not be accepted unless these have been explicitly negotiated with us in detail.
- In the event of the occurrence of defects, we shall be free to choose between replacement, repair or price reduction, provided that there is no claim to conversion (e.g.: claim to dissolution of the contract).
- In the event of a warranty claim for repair or replacement, the Buyer shall have the right to retain the entire outstanding payment for the respective partial delivery until complete fulfillment of the owed service/delivery.
- Provided that Labsupport is not responsible for intent or gross negligence, claims for damages concerning material and financial losses, which arise as consequential damages, are excluded.

- In all other respects, deviations from the legal regulations require our express written consent in each individual case in order to be effective. This concerns e.g. compensation for damages or warranty, changes in the distribution of the burden of proof, shortening of deadlines and the like.
- The transferee must always prove that the defect was already present at the time of transfer.
- The warranty period for movable goods is 12 months from delivery of the goods to the customer or 6 months for consumables and customer services (seals, repairs and the like).
- Notifications of defects and complaints of any kind are to be made in writing to the organization immediately (after 5 working days at the latest) with as precise a description of the fault and an indication of the possible causes, otherwise the warranty claims will be forfeited.
- In the event of discovery of any defects, we shall in any case be entitled to a six-week period for filing a notice of defects.

11. Product liability

- We do not accept any exclusion of a recourse claim on our part according to § 12 PHG.
- Any recourse claims that contractual partners or third parties may make against us under the title of "product liability" within the meaning of the Product Liability Act (PHG) shall be excluded unless the party entitled to recourse proves that the defect was caused in our sphere and was at least due to gross negligence.
- Labsupport is not liable for lost profits, downtime and data loss, except if caused by intent or gross negligence.

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

- It is agreed that the place of jurisdiction shall be the competent court for the location of our company, whereby Austrian law shall apply without exception.
- The severability clause applies: should individual parts of these GTC be invalid, this shall not affect the validity of the remaining parts.
- The UN Convention on contracts for the International Sale of Goods (CISG) does not apply.

13. Other

- The customer may only use the ordered products in accordance with the specifications, instructions for use and labels that were supplied with the product or sent to the customer. Otherwise, warranty and liability claims against Labsupport expire.
- The customer is responsible for using the products in accordance with the applicable laws and regulations.
- At the request of the customer, a return service for old equipment is offered in accordance with the legal requirements. We cover the costs of disposal. The customer bears the costs for the return shipment.
- The products we sell are not intended for the operation, monitoring, construction or maintenance of nuclear facilities. Labsupport is not liable for damages that arise as a result of such use.

- We comply with legal norms. The application of all other norms must be fixed in writing by us or by the customer.
- No liability can be assumed for the correctness of measuring equipment provided by the customer (= measuring equipment for the calibration of which the Labsupport is not responsible).
- We can only provide our services as soon as suitable technical requirements are available on the part of the customer. These may have to be clarified on a case-by-case basis.