

GTC – SPECIAL TERMS AND CONDITIONS

Special Terms and Conditions for the Performance of Contracts in the Testing Laboratories of the Deutsche Institute für Textil- und Faserforschung Denkendorf (German Institutes of Textile and Fiber Research Denkendorf)

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Through the testing laboratories of its Institut für Textil- und Verfahrenstechnik (Institute of Textile Technology and Process Engineering), the Deutsche Institute für Textil- und Faserforschung Denkendorf (hereinafter altogether referred to as DITF) performs measurements, tests, expertises, and analyses (hereinafter referred to as laboratory tests). The terms and conditions set out hereinafter are primarily designed for these peculiarities.

- 1.** The Special Terms and Conditions set out hereinafter apply to the performance of laboratory tests by DITF. These Special Terms and Conditions shall apply in addition to the General Terms and Conditions used by DITF.
- 2.** The client shall send any samples or materials to be tested (hereinafter referred to as test materials) to DITF at no cost to DITF and at the client's own risk. The client shall mark the test materials in a manner permitting an unequivocal identification of the same. If the client fails to properly mark the test materials as the client's materials and if that failure complicates the unequivocal identification of those materials as the client's materials, the client shall be held accountable for all delays caused thereby. The client shall identify all hazards emanating from the test materials and provide existing handling instructions if any.
- 3.** The client shall cooperate with DITF to the extent required for a proper performance of DITF's services. Particularly (without limitation), the client shall fully and timely provide DITF with all information and documents required for the performance of the contract by DITF.
- 4.** Generally, DITF performs all laboratory tests in its own laboratory. However, DITF reserves the right to subcontract services to qualified third-party subcontractors from time to time due to reasons of capacity or technical reasons. DITF will give the client advance notice thereof.
- 5.** The most common testing methods are applied for performing the laboratory tests. The application of any particular testing method requested by the client is subject to an extra written agreement to this effect. DITF has no obligation to verify if the applied testing method is suitable for the client's purposes or meets legal requirements to be fulfilled by the client.
- 6.** The prices quoted in any respective individual agreement or in DITF's offer refer to standard tests. Any such standard test includes the examination of a laboratory sample and a number of repeat measurements (measurement samples) as provided in each case by the respective relevant German Industry Norm (DIN). The number of laboratory samples and the number of measurement samples per laboratory sample are shown in any respective individual agreement or offer as follows:
N = number of laboratory samples;
n = number of measurement samples per laboratory sample.

- 7.** Tables generated from the measurement reports of the laboratory tests are sent to the client as the result of the tests. The client may obtain copies of the measurement reports upon request. Any services in excess of the above (such as a laboratory test report in conformance with the norm) shall be agreed upon in writing and are separately billed to the client.
- 8.** Should DITF be obligated to prepare a laboratory test report, DITF will make that report available to the client in written form. Any electronic copy sent to the client beforehand is only provided for information purposes and not legally binding.
- 9.** Testing results relate only to those submitted laboratory samples which have been labeled as tested. They are only legally binding when they bear DITF's stamp and have been signed in handwriting by a person authorized to act on behalf of DITF. Unused testing materials will either be returned to the client at the client's expense or disposed of by DITF on the client's behalf and expense. Without prior consultation with the client, reference samples will be destroyed after two years following the completion of the respective order, and documents and raw data will be destroyed after 10 years following the completion of the respective order unless otherwise agreed with the client.
- 10.** The client shall neither change nor edit any laboratory test report, expertise or other testing result or use only an excerpt thereof. The client shall neither publish nor otherwise reproduce any laboratory test report, expertise or other testing result, particularly not through the internet or for advertising purposes unless the client has submitted the intended use to be made to DITF and obtained DITF's prior written permission thereof.
- 11.** The compensation for the services shall be calculated on the basis of the prices quoted in any respective individual agreement, or else on the basis of the prices quoted in DITF's offer, or else on the basis of the prices shown in the price list applicable in each particular case.
- 12.** The prices are quoted exclusive of sales tax. The sales tax will be charged additionally at the rate applicable from time to time in accordance with the tax laws applicable from time to time.
- 13.** All payments shall specify the respective invoice number and be made to the bank account specified on the respective invoice in full with no deductions within fourteen days after the issuance of the invoice.
- 14.** DITF will perform the laboratory tests with scientific diligence and on the basis of the recognized standards of science and technology; it does not warrant, however, that the results sought-for as part of the laboratory tests are actually achieved.
- 15.** Offers are valid for a period of three months unless otherwise agreed in writing.