

## General Terms and Conditions (AGB)

Status 16.12.2019

### 1. General

- 1.1 The general terms and conditions apply to all investigative, development, research, advisory, planning and production projects accepted by Noack Laboratorien GmbH (NOACK) on a remuneration basis.
- 1.2 Regulations as applied by law are valid if not specifically contained in the AGB.

### 2. Contractual basis

The contract, in particular the specific areas to be processed, is stipulated. Any subsequent alterations to the agreement require a written form. In case of GLP projects, study plans and reports will be delivered.

### 3. Costs

- 3.1 For the carrying out of a project, either a fixed price can be agreed or, if NOACK foresees difficulties in the type or scope of the project, a budget can be agreed. In that case a reasonable fee will be payable based on the actual work involved. An agreed budget may only be exceeded subsequent to approval by the client.
- 3.2 Invoices submitted to the client on completion of the project are payable in full without delay. In cases of delayed payment, NOACK is entitled to charge additional interest in line with interest charged by banks on unsecured loans.
- 3.3 Services or items ordered will always be on a non-delivery basis unless otherwise agreed. In the case of projects with a fee or budget exceeding € 5.000,00 excluded value added tax (MWST), a flake (depending on total sum) will be invoiced on acceptance of the project and the remainder, unless otherwise agreed, in payments in line with work carried out. Costs that are not categorised as working costs and that are not specifically defined in the offer or in the contract will be invoiced separately.
- 3.4 All fees and contract prices are understood to be net fees in the sense of the turnover tax law. The currently valid tax will be separately indicated on the invoice.
- 3.5 The first three draft reports are included in the charges. If more draft reports are needed they will be charged on expense. The costs for more than three draft reports will be announced.

### 4. Termination dates

- 4.1 Should circumstances beyond the power of NOACK cause difficulty, delay in a project or even make it impossible, NOACK is justified in extending the termination date or even withdrawing from the contract. No regress on the part of the client is possible in such a case.
- 4.2 Should NOACK not be able to complete a report (8.1) or deliver a service by the agreed date for reasons that it can justify, the client initially has the possibility of setting a new reasonable date combined with a threat of refusal or withdrawal. Should this new date not be met, the client then has the possibility of withdrawing from the contract. Any fees incurred by NOACK up to and including this point are due to NOACK as are ancillary fees not included in the contract.
- 4.3 NOACK reserves the right to deliver goods and services once termination dates have been agreed.

### 5. Investigative obligation, liability for projects and guarantees for services

- 5.1 The contractual parties agree that NOACK need not achieve success in the sense of contractual law. NOACK, however, agrees to make best efforts to produce the best possible results in respect of current scientific knowledge and technology.
- 5.2 Complaints must be registered immediately; these will, if justified, be compensated exclusively in terms of improvements as far as services are concerned. The same applies - as an exception - for contractually agreed new items or services. The client, however, in cases where improvement has not been achieved is authorised to cancel the contract or reduce the fee. Claims on part of the client are valid for 6 months only from the point of the final project report being handed over, or goods being sent or delivered. In the case of delivery of goods, the client is obliged to examine these immediately for any signs of damage and to register these immediately with the supplier. If such a claim is not made, the goods are regarded to have been undamaged on delivery, unless this could clearly not be recognised. In such a case, a claim has to be registered immediately on ascertaining damage, otherwise the goods will be regarded as being undamaged.

### 6. Claims for damages

- 6.1 Claims for damages on the part of the client against NOACK for contractual or other liability is excluded, regardless of the legal situation, unless it can be proved that such damage has been caused deliberately or in gross negligence by NOACK or its legal partners or should a new item fail to demonstrate the properties assured by NOACK and of which the client had been assured.

### 7. Confidentiality

- 7.1 NOACK agrees to provide the results of any projects obtained from the client's project to the client and neither to use them for publication purposes nor to give them to third parties without express permission.
- 7.2 NOACK agrees to keep all information obtained as a result of project work absolutely confidential.
- 7.3 The client is empowered to publish or pass on the results obtained to third parties but only if the name NOACK is mentioned as the source of the results.
- 7.4 Should the client so desire, NOACK will also keep the business relationship with the client confidential.

### 8. Reporting, special requests and alterations, archiving

- 8.1 NOACK will inform the client immediately of all results obtained in the course of project work. Any special requests on the part of the client, extra copies of reports, translation of texts etc. will be invoiced separately.
- 8.2 Should additional costs be incurred for special requests or alterations subsequent to the completion of the contractual work, these will be invoiced separately.
- 8.3 Samples used by NOACK in the course of the project may be disposed of 4 weeks after the end of the project unless agreed otherwise (costs etc. for keeping the samples have to be settled beforehand). This does not apply to samples and the like that have to be kept for certain periods in line with GLP regulations.
- 8.4 A study will be finalized six months after dispatch of the draft report provided that the study director has not received any comments on the report.

### 9. Right of ownership

Services provided by NOACK remain the property of NOACK until all invoices are fully paid. This also applies to future services resulting from current business relationships.

### 10. Place of fulfilment, application of law, place

- 10.1 The place of fulfilment for services rendered by NOACK is 31157 Sarstedt, Kaethe-Paulus-Strasse 1, the registered business address.

- 10.2 Unless otherwise agreed, the laws of the Federal Republic of Germany, especially those anchored in the German Civil Code (BGB) and German Commercial Code (HGB) apply. The application of the articles of 17.07.1973 regulating the international purchase of mobile goods and their contractual regulation (BGBI.I.1973, S. 856, 860) are specifically excluded.
- 10.3 If the client is a fully qualified commercial or legal person in the sense of § 38, section 1 ZPO (Code of Civil Procedure), Hildesheim will be the place of jurisdiction also for court cases in respect of documents, cheques or bills of exchange if no other place has been specifically agreed. The plaintiff may call the court of the defendant if he so desires.
- 10.4 Should any part or parts of a contract with a client, including these terms and conditions, be or become invalid, the remaining parts will remain valid. In such cases, a new written agreement will be made between the parties that is as near as possible to the economic spirit of the invalid part or parts.
- 10.5 The client is made aware of the fact that personal data will be stored and processed by NOACK in accordance to EU-GDPR. Due to GLP requirements NOACK is obliged to store data for 15 years.

## 11. Liability insurance

NOACK is obliged to maintain a professional liability insurance to cover possible damages resulting from contractual obligations. The insurance sum should cover these possible damages but must have a minimum level of € 3.000.000,00. This insurance must be shown to the client and should if required be adjusted to meet the demands of the contract involved.