

General Terms and Conditions of Business of the Hohenstein Institute

Applicable to

Hohenstein Textile Testing Institute GmbH & Co. KG
Hohenstein Laboratories GmbH & Co. KG,
Bekleidungsphysiologisches Institut Hohenstein e.V., Technische Akademie Hohenstein e.V.

Version: January 2010

I. Scope of validity:

1. Our General Terms and Conditions of Business apply to all legal relations between contracting parties, including future ones. Any variant terms that are agreed are valid only if confirmed by us in writing.
2. We are not bound by any contradictory or opposing General Terms of Business of the contracting partner – referred to below as the customer – even if we do not explicitly object to them.
3. Our Terms and Conditions of Business apply only to companies in the sense of § 310 (1) of the German Civil Code.
4. Should one of our General Terms and Conditions of Business be or become invalid, this does not affect the validity of all remaining terms.

II. Offer/offer documentation:

1. Our offer is subject to alteration unless otherwise stated in the offer.
2. The scope of services is defined in our written order confirmation. Any promised features, additions or secondary agreements are not valid unless made in writing.
3. We retain the proprietary rights and copyright to illustrations, drawings, calculations and other documentation. The customer must obtain our explicit permission in advance before passing them on to third parties.

III. Prices/terms of payment:

1. The prices that apply are always those in the price list; latest edition. Prices are always subject to the legal rate of VAT. Where prices are not given in the list, the prices stated in the offers relating to the particular project apply.
2. Unless otherwise stated in the order confirmation, payment is due net (with no deductions) within 30 days of the date of invoice.
Legal regulations for late payments apply.

IV. Delivery obligations:

1. Delivery periods begin from when all the details of the project have been clarified and the customer has complied with all requirements.
2. If we are prevented from delivering on time by force majeure or due to unforeseeable circumstances for which we are not responsible, such as official measures, civil unrest etc., the delivery time is extended for as long as such circumstances prevail. If the preventing circumstances continue for more than 3 months, then both we and the customer can withdraw from the not yet completed part of the contract, with no right to claim compensation.
3. If we are late delivering, the customer is entitled to set an appropriate period to rectify the situation and, if this expires with no result, to withdraw from the contract.

V. Obligations of the customer:

1. The customer must notify us in writing if he intends to use our expert opinions or test or investigation reports for authorising production or delivery or for evaluating identical parts/services that have not been tested by us. Failure by the customer to notify us of this exempts us from all liability.
2. The customer must make available to us all the documents and materials that are necessary for completion of the order, in full and in good time. We are unable to accept any liability if they are in breach of this obligation.
3. The expert opinion and/or test results must not be reproduced in the form of extracts, but only in full. Using these results for advertising purposes or publishing free interpretations of them is solely the customer's responsibility and is only permitted subject to prior written permission from us. We explicitly retain the copyright to our expert opinions.

4. The customer must notify the Hohenstein Institutes immediately and in writing of any objections to the intended procedure, or any discrepancies found when checking the documentation, and explaining their reasons.

VI. Obligations of the Hohenstein Institute:

1. Expert opinions, and test or investigation reports provided by us always apply only to the part/service that has been assessed.
2. Documents and materials given to us by the customer, especially materials for investigation, will be retained by us for 3 months, provided their condition allows it. For Personal Protective Equipment (PPE) a retention period of ten years is applicable. After this time they will be destroyed unless the customer requests they be returned before then. This request must be made in writing. Items will be returned at the expense of the customer. The customer is responsible for monitoring situations where we are required to retain items for longer.
3. We will only use any materials or knowledge which we obtain in connection with the provision of our services for the purpose of completing the order. We will keep them confidential from third parties with the same care as our own materials and knowledge, if the customer has identified them as being confidential or has an obvious interest in their being kept confidential. This obligation begins when the materials or knowledge are first obtained and ends 36 months after completion of the order.
The obligation does not apply to materials or knowledge which are in the public domain or which were already known to us when we received them.
4. The obligation referred to in paragraph 3 also applies to all persons whose services we use to carry out our responsibilities.

VII. Liability:

Our liability is limited solely to the extent of our third-party liability insurance.

Consequential damage, such as lost profit in particular, is excluded.

We accept liability for breach of confidentiality only if our employees have acted intentionally or with gross negligence. No claims can be made against our employees – where they would be legally permissible.

Where claims for compensation are excluded or restricted by the previous paragraphs, this exclusion or restriction also applies to claims arising from unauthorised actions and claims against our employees and subcontractors.

We accept liability for a professional service for a period of 12 months following acceptance, excluding further claims such as that defects for which we are responsible should be rectified by us free of charge.

Any defects that are identified must be reported to us immediately. The right to claim for the defects expires within 3 months of their being reported.

The customer is not entitled to make any further claims for compensation beyond those already mentioned, for whatever legal reason. In particular, any claims of any kind for compensation for consequential damage are excluded, even resulting from a positive breach of contract or unauthorised actions, unless these occurred intentionally.

VIII. Place of fulfilment and place of jurisdiction:

The place of fulfilment for the obligations of both parties arising from all legal relations is 74357 Boennigheim, Germany.

Legal relations between the customer and ourselves are governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded.

For all disputes arising from the contractual relationship, the place of jurisdiction is 74354 Besigheim, Germany. We are also entitled to take legal action at the customer's head office.

Internet: www.hohenstein.de/pdf/agb_e.pdf