

Status: November 01, 2023

## General Terms and Conditions (GTC)

### of the Hygiene-Institut des Ruhrgebiets, Institute for Environmental Hygiene and Toxicology

and its responsible body,

**the Verein des Hygiene-Instituts des Ruhrgebiets e.V. (vhyg) (together: "HYG")**

#### 1 General / Scope of Application

- 1.1. The following General Terms and Conditions form the basis of all contractual legal relationships between HYG and its customers.
- 1.2. We only recognize terms and conditions of the customer that conflict with or deviate from our terms and conditions if we have expressly agreed to their validity in writing.
- 1.3. The currently valid version of the GTC is available for download on the website [www.hyg.de](http://www.hyg.de).

#### 2 Order Acceptance

- 2.1. Orders will only be accepted and processed by us if the order is submitted in text form (letter, fax, e-mail) stating the address of the customer and the complete invoice address. In the case of orders from EU member states, providing the VAT ID number, if available (intra-Community services), is obligatory.
- 2.2. The cCustomererc shall notify HYG immediately of any changes to its contact details and billing address.
- 2.3. We reserve the right to check the creditworthiness of new customers in particular.
- 2.4. Deviating delivery addresses and additional recipient addresses (e.g. health authorities) must also be notified when the order is placed.
- 2.5. Subsequent changes to the information provided when placing the order entitles HYG to charge a corresponding processing fee (at cost). This applies in particular if it becomes necessary to amend documents or invoices that have already been issued.
- 2.6. For claims arising from orders placed in the name and on behalf of a third party, the customer acting on behalf of the third party vis-à-vis HYG shall be liable if the third party fails to meet its obligation to settle the claims vis-à-vis HYG in due time.
- 2.7. In the case of legal transactions with a consumer, the consumer may be entitled to a right of withdrawal. Reference is made to the attached withdrawal policy and/or the withdrawal policy available for download at [www.hyg.de](http://www.hyg.de).

#### 3 Terms of Payment

- 3.1. The order fee shall be due for payment immediately upon invoicing, but at the latest by the date specified on the invoice (30 days) without deduction. HYG is entitled to create and send invoices electronically. If the invoice amount has not been credited to our account within 30 days of

receipt of the invoice, default of payment shall occur automatically without the need for a reminder.

- 3.2. If the customer defaults on payment, HYG shall be entitled to charge interest on arrears from the relevant date. The default interest shall amount to 5 percentage points above the respective base interest rate for legal transactions with a consumer and 9 percentage points above the respective base interest rate for legal transactions with an entrepreneur. In the case of legal transactions with an entrepreneur, we also reserve the right to charge an additional lump sum of € 40.00 for default. This lump sum shall be offset against any damages owed, insofar as the damage is due to the costs of legal action.
- 3.3. A minimum fee of € 5.00 shall be charged for each reminder sent after default has occurred. However, HYG reserves the right to claim higher damages caused by default. The customer has the right to prove that the damage caused by default is lower.
- 3.4. HYG may suspend the provision of further services until invoices due for payment have been settled in full.
- 3.5. In principle, the VAT applicable at the time of invoicing shall be added to all services. This does not apply to services to companies in third countries or in countries within the European Union (intra-Community services) if the VAT ID number of the invoice recipient is disclosed to us.
- 3.6. HYG is entitled to offset payments against the customer's older liabilities first, despite any provisions of the customer to the contrary; HYG will inform the customer of the type of offsetting that has taken place. If costs and interest have already been incurred, the payment shall first be set off against the costs, then against the interest, and finally against the principal performance.
- 3.7. The customer is only entitled to offset if the counterclaim is undisputed or has been finally legally established.

## 4. Services

- 4.1. HYG shall perform its services impartially, neutrally and to the best of its knowledge and belief in accordance with the recognized rules and regulations in force at the time the order is executed.
- 4.2. HYG shall provide the services exclusively during its normal business hours. Any deviations from this must be agreed separately in each individual case.
- 4.3. To the extent necessary for the proper performance of the services, the customer shall obtain the necessary information from parties involved and third parties (or companies) and make these available to HYG.
- 4.4. The scope of the services to be provided by HYG shall be specified in writing when the order is placed. Partial services are possible, provided they are reasonable for the customer.
- 4.5. If changes and/or extensions to the specified scope of the order arise during the proper execution of the order, these must also be agreed in writing between the contracting parties before the order is continued/completed. If the customer cannot reasonably be expected to adhere to the contract with regard to the changes or extensions, the customer shall have the right to withdraw from the contract. However, the customer must pay the agreed remuneration for services already rendered or, in the absence of an agreement, an appropriate remuneration.
- 4.6. HYG endeavors to adhere to the processing times specified in an offer. However, these times are to be understood as guidelines only. In individual cases, unforeseeable events and findings during processing may lead to an extension of the processing time.

## 5. Limitation of Liability

- 5.1. HYG shall only be liable for damages caused by intent or gross negligence. A breach of duty caused by intent or gross negligence on the part of HYG shall be deemed equivalent to a breach of duty caused by HYG's vicarious agents. HYG shall be liable for damages resulting from a simple negligent breach of essential contractual obligations, limited to the foreseeable damage typical for the contract. . Liability due to simple negligence in the event of a breach of non-essential contractual obligations is generally excluded.
- 5.2. The limitation of liability does not apply to damages resulting from culpable injury to life, limb or health or if liability is mandatory under the Product Liability Act.

## 6. Occupational Safety, Hazardous Substances, duties of the customer

- 6.1. For all sampling procedures, the customer shall provide a suitable sampling point that does not pose a risk to life and limb (health) of our employees. The customer must point out any existing dangers or difficult accessibility when placing the order.
- 6.2. The customer shall be responsible for ensuring the safety of HYG employees on its premises and during sampling at all times. Any necessary safety precautions must be communicated to each other in advance.
- 6.3. If it is known or there is sufficient suspicion that samples or sampling points contain or may contain hazardous substances, the samples or sampling points must be labeled accordingly upon delivery or before sampling the test material, or a corresponding note must be provided in writing.
- 6.4. If material (in particular temperature-sensitive, biological material) is sent to HYG by the customer, the customer shall agree with HYG in writing on the modalities and dates of handover. Otherwise, HYG rejects any liability for a delay in acceptance.
- 6.5. The shall shall be liable for the sufficient quality and quantity and the properly and fully declared identity of the material (in particular classification of the material according to IfSG / BioStoffV / TRBA / GenTSV / GefStoffV) as well as the proper packaging and labeling (e.g. according to IATA/ADR). The customer shall also be liable for damages incurred by HYG or its vicarious agents due to failure to label the material.

## 7. Retained Samples and Large Sample Quantities

- 7.1. Stable retained samples, i.e. samples that are chemically and microbiologically stable over longer periods of time, shall be stored by HYG for up to three months from the date of the findings report/test certificate, unless otherwise agreed or otherwise required by law, and then destroyed without further notice.
- 7.2. If the customer intends to request the return of stable retained samples, it must notify this in writing when placing the order, but at the latest within one week of receipt of the findings report/test certificate.
- 7.3. HYG disposes of water and other samples that are not stable over longer periods of time after a correspondingly shorter period.
- 7.4. In the case of unsolicited or unreasonably large quantities of samples or materials, the customer may decide whether it wishes to take back the samples/materials at its own expense or whether HYG should dispose of the samples at the customer's expense.

- 7.5. HYG may dispose of hazardous substances at the customer's expense.
- 7.6 HYG shall keep devices or components sent for conformity testing for 6 months after the test and then destroy them without further notice if the Customer does not wish to have them returned at its own expense.

## 8. Sample Delivery

- 8.1. The delivery of samples shall be at the risk of the customer. HYG cannot assume any responsibility for the proper and professional collection and transportation of samples delivered.
- 8.2. Sample containers delivered by the customer may only be returned by HYG against reimbursement of our costs (in particular shipping costs, storage costs) and only if they are marked accordingly and HYG has been notified in advance. Otherwise, at the customer's request and against reimbursement of our expenses, an equivalent sample container will be provided, which may show the usual signs of use. We cannot guarantee that the returned sample container is free of contamination.

## 9. Subcontracting and Outsourcing

- 9.1 In order to ensure rapid order processing, we reserve the right to subcontract parts of the commissioned services to suitable subcontractors in individual cases (e.g. in the event of capacity bottlenecks). If the customer does not agree to this procedure, HYG must be informed of this before the contract is awarded.
- 9.2. If an order contains tests that do not fall within HYG's range of services, these shall be outsourced to competent laboratories at the customer's request (outsourcing).
- 9.3. Contracts are awarded exclusively to cooperation laboratories whose analytical quality is equivalent to that of HYG and which are suitable for carrying out the work in accordance with standards and the law.

## 10. Confidentiality and Notification of Results

- 10.1. All information sent to HYG by the customer or third parties that is subject to confidentiality (e.g. recipes, results) shall be treated confidentially and disclosed exclusively to the employees entrusted with processing the order.
- 10.2. Results will be notified electronically and exclusively to the customer and/or the recipient(s) designated by the customer in writing.
- 10.3. All samples that are taken and/or delivered by the customer are marked as "delivered samples" in the results reports.
- 10.4. HYG prepares and transmits test reports, test certificates and expert opinions as electronic documents. Without the express written consent of HYG they may only be published or reproduced in complete and unaltered form. If the customer requests a work result in paper form in addition to or as an alternative to the electronic document, HYG will charge a fee for this.

*For Product/Material Testing, Points 10.5. to 10.7. Apply Additionally:*

- 10.5. The validity of the test reports, test certificates and expert opinions is based on the assumption of consistent quality with regard to the composition and processing of the test material and product. Where methodologically necessary or required by law, the assessment is carried out on the condition that the starting materials used to manufacture the product or their composition are fully disclosed and that no other substances are contained in the product.
- 10.6 Our assessment applies exclusively to the test specimens (test materials) examined, taking into account the legal regulations applicable at the time the order is carried out. It expires as soon as the formulation or the manufacturing process deviates from those of the test specimens (test materials) or legal regulations are changed.
- 10.7. After the period of validity of test reports, test certificates and expert opinions from HYG has expired, they may no longer be used.

## 11. Termination

- 11.1. HYG and the customer may only terminate the contract for good cause; no notice period is required, unless a notice period has been agreed in the individual contract. Good cause shall be deemed to exist in particular if the execution of the order is impossible in whole or in part due to force majeure or an unavoidable event. Notice of termination must be given in writing.
- 11.2. If the customer terminates the contract or if the contract is terminated for a reason for which HYG is not responsible, HYG shall receive the agreed remuneration for the services assigned to it, less the expenses saved.
- 11.3. Special termination conditions for standing orders for on-site appointments:  
The notice period for the customer and HYG is one month to the end of the month. The contract may only be terminated without notice for good cause (e.g. connection to the public supply network in the case of own water suppliers), but no later than 3 days before the start of an agreed sampling. Notice of termination must be given in writing. If it is not possible to carry out an already scheduled sampling for reasons for which the customer is responsible, the appointment must be canceled in writing by the customer immediately, but no later than two working days before the scheduled sampling. In the event of late notification, the customer shall be invoiced for the costs incurred.

## 12. Miscellaneous

Should any provision of these Terms and Conditions be or become invalid or contestable, the remaining provisions shall remain unaffected. In such cases, HYG and the customer undertake to replace the invalid provision, if possible, with another provision leading to the success intended by the parties upon conclusion of the contract.

## 13. Place of Fulfillment

Unless otherwise agreed, the place of performance and payment shall be Gelsenkirchen.

## 14. Applicable Law

The contractual relationship between the customer and HYG shall be governed exclusively by German law.

## 15. Out-of-Court Dispute Resolution for Transactions with Consumers

Under applicable law, we are obliged to inform consumers, irrespective of our participation in an alternative dispute resolution procedure, that the European Commission has set up an online dispute resolution (ODR) platform for the out-of-court settlement of consumer disputes. You can find the platform at <https://ec.europa.eu/consumers/odr/>. However, we would like to point out that we are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board. However, our customer have the following options for contacting us: by telephone on +49 209 9242-0 or by email to the email address: [info@hyg.de](mailto:info@hyg.de).

## 16. Final provisions

In the case of legal transactions with an entrepreneur, the place of jurisdiction shall be HYG's registered office (Gelsenkirchen).

HYG is entitled to amend or supplement these General Terms and Conditions at any time with a reasonable period of notice. The customer shall be notified of the amendment in an appropriate manner. The amendment shall be deemed approved if the customer does not object in writing within a period of four weeks after notification of the amendment. The customer shall be expressly informed of this consequence when the change is announced. If the customer does not object, the changes shall take effect in accordance with the announcement. If, on the other hand, the customer objects in due time, HYG shall be entitled to terminate the contract as of the date on which the amended terms are to take effect.