



GRASSE ZUR  
COMPOSITE TESTING

# General Terms and Conditions

Berlin, 01 January 2025

## 1. Scope of application

These General Terms and Conditions (GTC) apply to all contracts between

Grasse Zur Ingenieurgesellschaft mbH  
Hohentwielsteig 6a  
14163 Berlin  
Germany

hereinafter referred to as the 'Contractor', and its clients, unless expressly agreed otherwise in writing. The GTC of clients are not recognised and have no validity for the conclusion of the contract.

## 2. Conclusion of contract

A contract is only concluded upon written confirmation of the order by the contractor or upon commencement of the performance of the service. Offers are subject to change and non-binding.

## 3. Scope of services

The contractor carries out material tests in accordance with the agreed scope of services and in accordance with the recognised rules of technology. In addition, the contractor manufactures testing devices for materials testing, conducts specialist seminars and training courses, and produces the US-Plus© online process control system. Delivered materials and test specimens produced as part of commissioned materials testing shall remain with the contractor for at least three months after invoicing and shall then be destroyed unless return shipment has been requested. Deviations require written agreement. Partial services are permissible insofar as this is reasonable for the customer.

## 4. Obligations of the client to cooperate

The client shall ensure that all information, documents, materials and, if applicable, access options required for the performance of the commissioned services are made available in a timely and complete manner. Delays or additional expenses resulting from insufficient cooperation may be invoiced to the client additionally.

## 5. Delivery, delivery time and delivery obligation

Delivery dates are only binding after express written confirmation. This presupposes the timely receipt of all documents to be supplied by the client. If the contractor falls behind with its services, the client is only entitled to withdraw from the contract if it has previously set a reasonable grace period of at least two weeks in writing, together with a notice that it will withdraw from the contract after the expiry of the grace period. Further claims by the client, regardless of their legal basis, are excluded. Operational disruptions at the contractor's premises, in particular strikes, lockouts, war, riots and all other cases of force majeure, do not entitle the client to terminate the contractual relationship. In such a case, the delivery periods shall be extended by the duration of the operational disruption.



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### 6. Remuneration

Remuneration shall be based on the price agreed in the offer and in the order confirmation. The contractor does not have any price lists. Prices are quoted in EUR from Berlin, excluding transport, packaging, insurance and the applicable statutory value added tax. Partial deliveries from a total order may be invoiced separately by the contractor.

### 7. Terms of payment

Invoices are due within 14 days of the invoice date without deduction, unless other terms of payment are specified in the order confirmation. In the event of late payment, the contractor reserves the right to charge interest on arrears at the statutory rate. The right to claim further damages for late payment is reserved.

### 8. Warranty

The contractor guarantees the proper performance of the service in accordance with the state of the art. No warranty is given for specific properties or usability unless this has been expressly agreed in writing. The limitation period for warranty claims (warranty period) is six months.

### 9. Liability

The contractor shall only be liable for damages resulting from intent or gross negligence. In cases of simple negligence, the contractor shall only be liable for breaches of essential contractual obligations (cardinal obligations). Liability for indirect damages and for the loss of data and programmes is excluded. Liability is limited to foreseeable, typically occurring damages. Any further liability is excluded. Claims for damages against the contractor shall become time-barred twelve months after the client becomes aware of the damage and the person liable for compensation. Liability shall be limited to a maximum of EUR 25,000 per damage event.

### 10. Confidentiality

The contractor undertakes to treat as confidential all business and trade secrets of the client that become known in the course of the cooperation, as well as all information and results obtained in the course of material testing. Test results and test reports are intended exclusively for the client. The contractor shall only disclose such information to third parties at the express request of the client and with the client's written consent. Any further use shall be at the client's own risk. The client's data shall be stored by the contractor within the scope of the purpose of the contractual relationship. The data shall be archived for a period of at least ten years.

### 11. Copyright

All designs, technical drawings, reports, analyses, diagrams and other work results are subject to copyright. Use by the client is permitted exclusively within the scope of the contractually agreed purpose.

### 12. Place of performance, place of jurisdiction and applicable law

The place of performance is the contractor's registered office. The place of jurisdiction for all disputes arising from the contractual relationship is also the contractor's registered office, insofar as this is legally permissible. German law applies exclusively, excluding the UN Convention on Contracts for the International Sale of Goods.



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### 13. Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a legally permissible provision that comes closest to the economic purpose of the invalid provision.

*This document is electronically generated and valid without signature.*