

Appendix 1 to the General Terms and Conditions of Business of TESTEX AG **Supplementary terms and conditions of business for round robin tests**

1. Applicable provisions

In order to ensure a statistically meaningful evaluation with comparable results, the participant consents by signing the relevant registration form to the tests' being conducted in accordance with the conditions, norms and standards for round robin tests set out on the TESTEX website (www.testex.com), the guidelines enclosed with the dispatch of samples ("Guidelines"), as well as the General Terms and Conditions of Business and this Appendix 1.

2. Minimum number of participants

The minimum number of participants has been fixed at 15.

3. Registration

Registration for first-time participation in a round robin test must be submitted on a TESTEX registration form no later than three months prior to the dispatch date of the relevant round robin test. The scheduled dispatch dates can be found on the website. At the end of each year the participant receives a written confirmation of participation. This is subject to § 5 and § 9 of this Appendix 1.

4. Participation fee

For organisational reasons, participation fees for the round robin tests are always levied in advance. The proforma invoices are issued for each round robin test about 2 months prior to the dispatch date of the test. The provisions of § 3 and § 5 apply automatically to new entrants in the course of the year.

The amount of the participation fee can be found on the website at www.testex.com. All prices are stated exclusive of value added tax. § 4 of the General Terms and Conditions of Business is not applicable.

5. Prerequisites for dispatch of samples

Samples are dispatched only after timely payment of the annual participation fee (in advance). TESTEX also reserves the right to withhold round robin test samples in the event that timely payments have not been made by dispatch date, or to exclude the participant from the unpaid round robin test.

6. Scope of services, dispatch of samples and results

The participation fees for a round robin test cover the following services: handling fee, dispatch of samples by courier service (taxes are charged to the recipient) and electronic dispatch of the evaluations/results.

7. Duration of participation in round robin tests

Participation in round robin tests lasts until the end of the calendar year for which confirmation of participation has been issued. Participation is automatically renewed for one year in terms of the applicable provisions stated in § 1. Changes to the mode of participation and/or cancellations for the next calendar year must be addressed to TESTEX in writing within the term of the contract, but no later than November 30 of each year. TESTEX is not obliged to consent to changes in the mode of participation. If TESTEX does not consent to them or wishes to terminate a participant's participation in round robin tests for the following calendar year, it will advise the participant of this no later than December 31.

8. Confidentiality vis-à-vis official bodies

The participant agrees that TESTEX can grant access to documentary material, results and client master data (exception to § 9 of the General Terms and Conditions of Business) upon request from official bodies (e.g. accreditation bodies).

9. Evaluation and assessment of the results

The participant's results must be forwarded to TESTEX for evaluation within the time limit stipulated by TESTEX. If they are not sent in within the time limit, TESTEX reserves the right to exclude the participant from the evaluation, without reimbursing its costs. The evaluation is neutral and anonymous, taking into account the facts and figures collected from all participants. No individual assessment of or differentiated commentary on measuring results of individual participants will be made.

10. Evaluation reports and correction of results submitted

The released evaluation reports are made available to the participant in electronic form only (cf. § 5). Objections and corrections regarding the contents of an evaluation report must be submitted to TESTEX within a time limit of 4 weeks after receipt of the document. Only if this four-week time limit is complied with can TESTEX take justified objections and requests for correction into consideration at its discretion in a revised evaluation report.

11. Amendments to applicable provisions (§ 1 of this Appendix)

TESTEX reserves the right to amend this Appendix 1 at any time. The client will be notified of such amendments by circular letter or other appropriate means. In the absence of objections by the client, they shall be deemed approved within a period of one month. In the event of objections, TESTEX reserves the right to give notice of termination of participation in terms of § 7 of this appendix.

12. Relationship to the General Terms and Conditions of Business and other provisions

This appendix is an integral part of the General Terms and Conditions of Business. In the event of contradictions between this Appendix 1 and the General Terms and Conditions of Business, the provisions of this Appendix 1 take precedence. In the event of contradictions between the General Terms and Conditions of Business and/or Appendix 1 and the other standards and provisions regarding round robin tests set out at www.testex.com and/or the Guidelines, the General Terms and Conditions of Business and/or Appendix 1 take precedence.

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