

Table of contents

1	General Terms	2
1.1	Basis of Contracts.....	2
1.2	Order placement.....	2
1.3	Contractual basis and hierarchy.....	2
2	Scope of services	2
2.1	Testing method.....	2
2.2	Quality.....	3
2.3	Involvement of subcontractors.....	3
2.4	Reports and further Information.....	3
2.5	Report delivery.....	3
2.6	Warranty.....	3
2.7	Storage of samples and test results.....	3
3	Costs and invoicing	3
3.1	Remuneration.....	3
3.2	Taxes.....	4
3.3	Expenses and taxes.....	4
3.4	Invoicing.....	4
3.5	Terms of payment.....	4
4	Modification and termination of an order	4
5	Intellectual Property Rights	4
6	6. Confidentiality	5
7	Data protection	5
8	Liability	5
9	Miscellaneous	5
1	Annex "Round Robin Test	6
1	Scope of Application of This Annex	6
2	Round Robin Tests	6
3	Registration and Confirmation of Participation	6
4	Cancellation	6
5	Terms of Payments	6
6	Participation Fees	6
7	Implementation	7
8	Information to Authorities	7
9	Evaluation and Assessment of the Results	7
10	Evaluation Reports and Correction of Submitted Results	7

1 General Terms

1.1 Basis of Contracts

1. The General Terms and Conditions of TESTEX AG, Zurich (“GTC”) shall apply to the performance of the services :

- a. The GTC of TESTEX AG, Zurich, if TESTEX AG supplies the services, or
- b. If a subsidiary of TESTEX AG supplies the services, the GTC of the supplying subsidiary.

The GTC can be viewed and downloaded under <https://www.testex.com/en/gtc>

2. In addition, the General Terms of Use of OEKO-TEX Service GmbH, Zurich (“Terms of Use”) shall apply to the services of TESTEX AG and/or its subsidiaries. The Terms of Use can be found under <https://www.oeko-tex.com/en/terms-of-use>.

3. Other general terms and conditions including those of the customer shall not apply, even if Supplier does not expressly reject them after receipt.

1.2 Order placement

Orders placed by customer become binding by means of a written order confirmation from Supplier. Customer inquiries confirmed by Supplier shall only be deemed a binding order confirmation if such inquiry clearly specifies the type, scope and price of the service (e.g. test report, certification, training, inspection, expertise, consulting, etc.). If Supplier sends customer an offer instead of a confirmation, such offer shall be valid for 30 days. An order placement shall, in this case, be binding if customer accepts such offer explicitly or implicitly by means of consenting behaviour.

1.3 Contractual basis and hierarchy

In addition to these General Terms and Conditions, the contractual relations between Supplier and customer are subject to the order confirmation and – in case Supplier’s services include the certification of personal protective equipment – the appendix «Product certification» or – in case Supplier’s services include a round test – the appendix «Round test». In the event of contradictions between different contractual bases, the following order of precedence shall prevail:

- 1. Order confirmation or offer acceptance;
- 2. Annex «Product certification» or «Round test», if applicable;
- 3. These General Terms and Conditions.

2 Scope of services

2.1 Testing method

Supplier shall carry out tests in accordance with officially recognized standard methods. In the absence of such methods, Supplier develops and applies new methods. The parties may develop new methods jointly on a case-by-case basis.

2.2 Quality

Supplier works independently, consistently and scientifically. Supplier is officially accredited for certain services in Switzerland, Austria, China and Hong Kong. Supplier also maintains a quality management system based on the ISO17025, ISO17043 and/or ISO17065 standards.

2.3 Involvement of subcontractors

The selection of a subcontractor for the fulfilment of the order is the sole responsibility of the Supplier. The Customer gives its consent to the selection of a subcontractor. Supplier shall only be liable for the careful selection, instruction and supervision of subcontractors.

2.4 Reports and further Information

If so requested, Supplier shall make available to customer all information that is required for existing General Terms and Conditions for Services with annex Round Robin Test accreditations or standards or as agreed upon with customer, unless such information is already contained in the reports that were supplied. Statutory information obligations are mentioned and disclosed in the report. Conformity statements are based on specifications of the cited standard. The "simple acceptance rule" is applied. This means that the measurement uncertainty is determined, but not taken into account for the conformity statement.

2.5 Report delivery

Processing time for reports depends on the type and scope of the inspection to be performed. Supplier shall endeavour to process the reports as quickly as possible. If the inspection is carried out against advance payment, Supplier will not commence until payment has been received. Any agreed delivery periods are non-binding; especially in the event of shortage of personnel or failure of equipment, Supplier will not be able to meet delivery periods. Irrespective of the reason for the delay, Supplier shall not be liable in any kind for late delivery of reports.

2.6 Warranty

Supplier warrants the performance of its services in accordance with the recognized rules of technology. Supplier does not warrant for any further guarantees.

2.7 Storage of samples and test results

Supplier may dispose of samples and test results after six months. Supplier shall deliver these to customer if customer has requested their return in writing when placing the order.

3 Costs and invoicing

3.1 Remuneration

The remuneration stated in the order confirmation of the accepted offer shall be paid without deductions, set-offs or retention. If the remuneration has been agreed on a time and material basis, it shall be calculated in instalments of quarter-hours.

3.2 Taxes

Unless otherwise stated, all prices are net prices (excluding VAT, sales or other taxes or levies, all of which shall be borne by customer).

3.3 Expenses and taxes

All expenses and charges, e.g. for dispatch, import, export, authorizations, certifications, etc., shall be borne by customer. Unless otherwise agreed, travel and driving times are subject to compensation. Invoicing Customer shall provide Supplier with all information required for correct invoicing, in particular VAT and company identification numbers, if available. Claims shall be invoiced in such currency as stated in the order confirmation or the accepted offer.

3.4 Invoicing

Customer shall provide Supplier with all information required for correct invoicing, in particular VAT and company identification numbers, if available. Claims shall be invoiced in such currency as stated in the order confirmation or the accepted offer

3.5 Terms of payment

Invoices are to be paid within the payment period stated therein. After expiration of the payment term, customer shall be in default without further reminder and shall owe interest on arrears at the rate customary between merchants at the place of delivery. Payments in currencies other than those specified in the order confirmation or accepted offer shall only be permitted with the prior written consent of Supplier and at the exchange rate determined by Supplier.

4 Modification and termination of an order

Adjustments, additions or other changes to an order shall only be valid if they have been accepted in writing by Supplier and customer. Without prejudice to the foregoing, Supplier shall be entitled to modify these General Terms and Conditions in accordance with Section 9 paragraph 2. Customer shall have the right to General Terms and Conditions for Services with annex Round Robin Test terminate an order at any time as long as the termination is not at an inopportune time. In the event of termination, customer shall be obliged to reimburse the expenses and costs incurred by Supplier up until the reception of the termination notice in accordance with the agreed rates. In the absence of an agreement, expenses and costs shall be reimbursed in accordance with the usual rates of Supplier.

5 Intellectual Property Rights

Supplier shall retain in its entirety all rights to its know-how, its methods, work results and documents supplied or made available to customer, in particular any patent, design, copyright, trademark or company name rights. With the exception of an express contractual provision, customer is not entitled to use or transfer any of Supplier's rights. All rights to know-how and methods jointly developed with customer shall be the exclusive property of Supplier. To the extent necessary for this purpose, these rights shall be deemed to have been transferred from customer to Supplier on the date of origin.

6 6. Confidentiality

Supplier and customer shall be obliged to treat as confidential any non-public information, data and test results received or obtained from the other party within the scope of an order and will use such information exclusively for the purposes of the order. Customer acknowledges and agrees that Supplier may disclose such information to the extent necessary for the performance of the services and subject to confidentiality (i) to its subcontractors and (ii) to private or public organizations responsible for issuing or withdrawing certificates.

7 Data protection

The parties undertake to comply with the applicable data protection provisions and to treat the personal data received from the other party as confidential. Supplier shall not act as a data processor for customer unless this has been explicitly agreed in writing in advance.

8 Liability

These GTC regulate the claims of customer from breaches of contract conclusively. Supplier shall only be liable for direct damages caused by it as a result of intent or grossly negligent. Liability for auxiliary persons and subcontractors is excluded subject to Section 2.3 of these GTC. If the claims of customer are based on a contract, the total amount of such claims shall be limited to the remuneration paid by customer to Supplier. Under no circumstances shall customer be entitled to compensation for indirect damages, such as loss of production, loss of use, loss of orders, loss of profit due to recall costs or other direct or indirect damages. The liability of Supplier for the compensation of claims of third parties asserted against customer due to intellectual property rights infringements is excluded.

9 Miscellaneous

- 1. Should any provision of these GTC prove to be invalid or unenforceable in whole or in part, the validity of the remaining provisions of these GTC shall not be affected thereby.
- 2. Supplier reserves the right to modify these GTC at any time.
- 3. In case of any discrepancy between these GTC and the German version, the wording of the German version shall prevail.
- 4. All relations between the parties are subject to the substantive laws of Switzerland, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.
- 5. The exclusive place of jurisdiction shall be the domicile of Supplier. However, Supplier shall also be entitled to sue customer at its domicile.

1 Annex "Round Robin Test"

1 Scope of Application of This Annex

In addition to the General Terms and Conditions of TESTEX AG, Zurich ("TESTEX"), the provisions of this Annex, the conditions, norms and standards listed on the TESTEX website (www.testex.com) for round robin tests and the respective instructions to participants ("Guidelines Round Robin Tests") shall apply to round robin tests.

2 Round Robin Tests

By participating in a TESTEX round robin test you are using a tool that supports your laboratory's quality management system and gives you and your customers confidence in the results you obtain. Round robin tests are an effective tool for detecting systemic errors in the tests you perform. Regular participation in round robin tests is mandatory for testing laboratories accredited according to ISO 17025. Round robin tests are also an important instrument for the internal quality control of company laboratories. The minimum number of participants for a round robin test is 7. Round robin tests with fewer participants can be carried out with the consent of the participants, whereby it is pointed out that the statistical evaluation is less conclusive.

3 Registration and Confirmation of Participation

TESTEX maintains an annual round robin test calendar. Registration takes place via the online hub of the round robin test department of TESTEX AG (<https://testex.quodata.de/>). Registrations must be made by the registration date specified in the online hub, Late registrations cannot be guaranteed to be accepted. Additional costs caused by late registration will be charged to the participant concerned. Registration will be confirmed by TESTEX and shall be deemed to constitute the participant's agreement to the TESTEX General Terms and Conditions, including this Annex.

4 Cancellation

Cancellation for one or more round robin tests must be made at rrt@testex.com. Cancellation is possible from the date of receipt of registration until one week before the scheduled dispatch of the material for the respective round robin test. In case of a cancellation, 50% of the respective round robin test costs will be charged to cover costs already incurred. In the event of a cancellation received by TESTEX later than one week before the material is to be dispatched, the participant will be charged the full costs of the respective round robin test.

5 Terms of Payments

Invoices are due on receipt and payable immediately. Invoices will be issued after receipt of the registration. In case of registration for several round robin tests, a collective invoice will be issued.

6 Participation Fees

The participation fee for a round robin test covers the following services: Administrative expenses, material costs, expenses for clarifying the suitability of the planned material, sample and dispatch preparation, as well

as electronic dispatch of the evaluations and results. Material dispatch is charged separately. The material will be sent by regular mail or "International Priority Mail Service". Any expenses and charges, such as customs duties, are not included in the participation fees in accordance with section 3 of the TESTEX General Terms and Conditions of TESTEX AG. Any additional services shall be charged separately by TESTEX. The amount of the participation fees is based on the information in the TESTEX online hub. TESTEX reserves the right to make special arrangements between TESTEX and a participant.

7 Implementation

After registration for a round robin test in accordance with section 3, TESTEX will provide the round robin test samples and the associated documents. If TESTEX does not receive payment from the participant at least two weeks before the published date of dispatch of the sample for the round robin test concerned, TESTEX is entitled to retain the round robin test sample or to exclude the participant from taking part in the round robin test concerned. TESTEX shall inform the participant of the retention or exclusion.

8 Information to Authorities

TESTEX has the right to grant authorities (e.g. accreditation bodies) access to documents and results of round robin tests and to participants' master data without prior consent of the participants. TESTEX will inform participants if it provides information to authorities.

9 Evaluation and Assessment of the Results

The results of a round robin test must be submitted to TESTEX via the online hub (<https://testex.quodata.de/>) by the last day of the deadline published in the online hub at the latest. In the event of late submission, TESTEX is entitled to exclude the participant from the evaluation without reimbursement of the participant's costs. The evaluation is neutral and anonymous. It takes into account the facts and data collected from all participants. No individual assessment or differentiated comments on the measurement results of individual participants will be made. Upon successful completion of a round robin test, the participant receives a confirmation of participation in the form of a certificate.

10 Evaluation Reports and Correction of Submitted Results

The approved evaluation reports are made available to the participant in electronic form. Objections and corrections concerning an evaluation report must be submitted to TESTEX within four weeks of receipt of the evaluation report. In this case, TESTEX is free to prepare a revised evaluation report.