

# General Terms & Conditions of Business of IVD Gesellschaft für Innovative Veterinärdiagnostik mbH

## 1 Scope of application and acknowledgement

- 1.1 General Terms & Conditions of Business of the client which contradict or deviate from these Terms & Conditions only become a component part of the contract if IVD Gesellschaft für Innovative Veterinärdiagnostik mbH (hereinafter "IVD GmbH") agrees to their validity in writing. This also applies if IVD GmbH performs its services without reservation in the knowledge of contradictory or deviating regulations.
- 1.2 By concluding this contract the client recognises the General Terms & Conditions of Business of IVD GmbH as binding.

## 2 Content of the contract and contractual amendments

- 2.1 The contractual relationships are based on the price and specification of IVD GmbH, the specified order from the client and the conditions below.
- 2.2 An order relationship is considered in place upon receipt of the order by IVD GmbH and the acceptance of the order by the laboratory. The acceptance of the order may either be in writing or conclusively by implementing the order. If IVD GmbH is not prepared to accept the order the client shall be notified immediately.
- 2.3 The order relationship is ultimately restricted by the client's order. IVD GmbH is not obliged to implement investigations other than those named in the order.

## 3 Terms & conditions of payment and reservation of title

- 3.1 Prices are without the statutory VAT owed: they are due for payment within 14 days of receipt of invoice, without charge, into an account of IVD GmbH.
- 3.2 Offsetting against counter demands of the client or withholding rights is only permitted if the counter-claim is recognised by IVD GmbH or was laid down in law; this does not affect any existing statutory right to reduction.
- 3.3 For late payments, IVD GmbH is entitled to claim late interest at the statutory rate. The parties reserve the right to prove a lesser or greater claim.
- 3.4 IVD GmbH reserves title despite handover to the client until the purchase price is paid in full.
- 3.5 Supplements for the additional expenses required will be levied for urgent and special orders.
- 3.6 Insofar as the price and specification documents provide a price for certain individual works, the price is considered agreed up to the maximum price given. If there are certain services which have an approximate price a maximum price is considered agreed, which is 150% of the approximate price. Insofar as prices are shown "from EUR ...", IVD GmbH is not able to lay down a binding price framework in advance; in this instance IVD GmbH shall determine the price as it deems fitting based on the actual actions which seem necessary to IVD GmbH for proper implementation of the order and which it is also entitled and obligated to take. In each case, except where there is agreement of a fixed price, IVD GmbH will provide a breakdown of the costs incurred on the invoice.
- 3.7 Insofar as the price and specification documents provide for monthly settlement, the calendar month is decisive for this.
- 3.8 Payment by cheque is not accepted.

## 4 Implementation of the order and transfer of property

- 4.1 IVD GmbH shall carry out the orders promptly and with conscientious care depending on the technical order requirements. Order times must be agreed separately in writing, if in doubt the period applies from receipt of the order or the date of receipt at the laboratory.
- 4.2 Upon shipment of the samples/materials the client waives his ownership and transfers it to IVD GmbH. After a period of 6 months IVD is free to destroy the samples or to use them further anonymously in accordance with § 7.2. for research or development purposes. The client ensures his ownership of the samples. Otherwise the client will indemnify/discharge IVD of third party claims.

## 5 Bearing risk

- 5.1 IVD GmbH bears the risk for dispatches inwards from receipt in the laboratory onwards. If the order sent proves unserviceable after accepting the order for performance IVD GmbH is released from carrying out the order. If the unserviceability is based on grounds which are not the responsibility of IVD GmbH (e.g. climatic effects or other losses during transport, unprofessional dispatch by the client, incorrect sample name, insufficient volumes) IVD GmbH is entitled to charge for any work already performed using the amount actually spent (also returns, waste disposal etc).

- 5.2 The risk is transferred to the client after proper handover to a carrier (Deutsche Post AG or other courier service), of the consignment to be delivered to the client. IVD GmbH is not liable specifically after this period for the risk of delay, loss and deterioration.

## 6 Guarantee and liability

- 6.1 IVD GmbH is not liable for losses which do not occur to the contractual object itself – for any reasons whatsoever – particularly not because of foregone profits or other damage to assets. This does not apply to the exceptions named in 6.2 to 6.7.
- 6.2 IVD GmbH is liable for intent and gross negligence, with respect to business persons the liability for intent and gross negligence is subject to the statutory conditions even if the client requests compensation instead of the service because of the lack of an assured property. IVD GmbH is liable for intent and gross negligence of bodies and leading executives with respect to non-business persons and non-consumers.
- 6.3 IVD GmbH is liable for every culpable injury to life, body and health of a person.
- 6.4 Against non-business persons, IVD GmbH is liable for defects the absence of which is had guaranteed.
- 6.5 IVD GmbH is liable for every culpable breach of important contractual obligations. The liability with respect to business persons is limited to the foreseeable losses typical in contract, with respect to non-consumers and non-business people this limitation only applies to recklessness.
- 6.6 Intentions, upon the proper fulfilment of which the client relies and may rely, because they have an impact on the contract, are important contractual obligations in the sense of these General Terms & Conditions of Business.
- 6.7 IVD GmbH is liable for claims arising from product liability laws.
- 6.8 For the rest liability is ruled out.

## 7 Secrecy and data protection

- 7.1 IVD GmbH has an obligation towards the client to keep secret all information received through the order and the knowledge acquired by implementing the same. This obligation still exists after the contract has ended.
- 7.2 The client declares its agreement that IVD GmbH may use data acquired by implementing the contract in laboratory comparative investigations in harmony with international standards (ISO/IEC). Also the client declares its agreement that IVD GmbH may use anonymised data acquired from performing the contract for collaborative trials and for its own laboratory comparative investigations as well as for research and development purposes.
- 7.3 The processing of personal data is lawful according to Art.6 para 1 b), c) and f) of the General Data Protection Regulation. More information also about your right to object is to be found on <https://www.ivd-gmbh.de>.

## 8 Final clauses

If a clause in these Terms and Conditions of Business is or becomes void or reveals loopholes this should not affect the validity of the other clauses; the parties are obliged to agree upon a regulation which comes as near as possible to the intended regulation.

## 9 Place of fulfilment and jurisdiction

Place of fulfilment and jurisdiction is Hanover, including for bills of exchange and cheques; if the client is not a registered commercial operator in the sense of the HGB [German Commercial Code] jurisdiction is according to the ZPO [German Code of Civil Procedure].

### Details according to § 6 TDG [Law on use of teleservices]:

IVD Gesellschaft für Innovative Veterinärdiagnostik mbH  
Innovative Veterinary Diagnostic Laboratory  
Albert-Einstein-Straße 5  
30926 Hannover  
GERMANY

Tel.: +49 (0)511 / 22 00 29 - 0  
Fax: +49 (0)511 / 22 00 29 - 99  
Internet: <http://www.ivd-gmbh.de>  
E-Mail: [service@ivd-gmbh.de](mailto:service@ivd-gmbh.de)

Managing Partner: Dr. Katrin Strutzberg-Minder,  
Dr. Matthias Honuth,  
Jens-Peter Minder

Registered office of company: Hannover  
Entered at the Registration Office in Hanover: HRB 56590  
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