



HYDAC ACCESSORIES GMBH
HYDAC COOLING GMBH
HYDAC DRIVE CENTER GMBH
HYDAC ELECTRONIC GMBH
HYDAC FILTERTECHNIK GMBH
HYDAC FILTER SYSTEMS GMBH
HYDAC FLUIDTECHNIK GMBH
HYDAC INTERNATIONAL GMBH

HYDAC PROCESS TECHNOLOGY GMBH
HYDAC PTK PRODUKTIONSTECHNIK GMBH
HYDAC SYSTEM GMBH
HYDAC SERVICE GMBH
HYDAC TECHNOLOGY GMBH
HYDAC VERWALTUNG GMBH
HYDROSAAR GMBH

General Terms and Conditions pertaining to Laboratory Services

General Remarks

Contracts pertaining to Laboratory Services are concluded on the basis of our General Terms and Conditions pertaining to Laboratory Services. They are applicable exclusively vis-à-vis companies and public authorities. In concluding the contract it is agreed and understood that the party ordering (hereinafter referred to as "Customer") shall be bound by our General Terms and Conditions pertaining to Laboratory Services. We expressly oppose any deviations from these General Terms and Conditions pertaining to Laboratory Services; any such deviations shall not be binding unless we have agreed to them in writing. Our General Terms and Conditions pertaining to Laboratory Services shall also apply to future contracts pertaining to Laboratory Services even in the absence of any express reference to them.

I. Subject matter of the contract

1. The subject matter of the contract is the provision of Laboratory Services, e.g. in the form of oil analyses, test rig testing or the technical cleanliness inspection of components (hereinafter referred to as "Laboratory Service").
2. We do not provide any guarantee of a particular result but rather only the provision of the agreed service.
3. To be valid, any agreements, ancillary agreements or amendments must be made in writing.

II. Performance of Laboratory Services

1. We render our Laboratory Services in accordance with the specific instructions issued by the Customer upon confirmation of these instructions by us. Otherwise we will select a procedure or method that we consider suitable for technical, organizational and/or economic reasons.
2. We will retain all items involved in Laboratory Services for a maximum of one month provided that their nature does not impose a shorter period. Upon the lapse of this period the items involved in the Laboratory Services will be disposed of, at which time our responsibility for them shall also expire. Any costs incurred by us for the disposal of Laboratory Service items shall be borne by the Customer.
3. Where the Customer desires that the item involved in the Laboratory Service shall be returned, this is to be indicated when placing the order. Return shipments will be made at the Customer's expense and risk.

III. Invoicing and Payment

1. Invoicing is done as soon as we have completed everything required to fulfil the contract.
2. Payment shall not be deemed to have been effected until we are able to dispose of the funds.
3. If the Customer falls into arrears with payment, whether in whole or in part – i.e. with a whole instalment in the event of agreed payment by instalment – we may withdraw from the contract after a reasonable period of grace has passed without result and demand compensation in lieu of performance.
4. The interest payable on arrears amounts to 8% above the base interest rate. We reserve the right to claim any higher damages for default.
5. The Customer shall not be entitled to offset against outstanding amounts owed us, unless the Customer's claim for set-off is undisputed or final and non-appealable. The Customer may claim a right of retention only for claims arising from the same contract.

IV. Obligations incumbent upon the Customer

1. The Customer shall make available to us the Laboratory Service item in addition to all instructions, information and documentation required for rendering the Laboratory Service.
2. The Customer is to draw our attention to all issues and circumstances that might be of significance for the provision of the Laboratory Service. In particular, the Customer is to draw our attention to any and all risks and hazards associated with the Laboratory Service ordered.
3. Where required for the proper provision of the Laboratory Service, the Customer will obtain information from third parties and conduct surveys and inform us to this effect.
4. The Customer warrants that all requisite assistance – including that by the Customer's vicarious agents – will be provided to us in a timely manner and free of charge.
5. The Customer will assume any added expense incurred by us by virtue of work having to be repeated or there being delays in the performance of services as the result of delays in the provision of requisite information or on account of incorrect or incomplete information being provided, all circumstances that are attributable to the Customer. In a fixed-price contract we shall also be entitled to invoice for any added effort and expense on a time-and-means basis.

V. Intellectual property rights, confidentiality

1. Copyrights, intellectual property rights and other rights to the test results, assessments, analyses and calculations shall remain with us.
2. The Customer shall be prohibited from disclosing any test results, analyses, assessments and documentation provided or drafted by us to third parties, as well as any knowledge, information, know-how of which the Customer becomes aware in the context of the provision of the service by us including publication of same unless the parties have concluded a written agreement covering this in advance.

VI. Liability

1. Unless provided for otherwise hereinbelow, we shall assume no liability whatsoever, regardless of the legal grounds on which it may be based. We shall not be liable for lost profit or other financial loss sustained by the Customer.
2. This exclusion of liability shall not apply to gross negligence or wilful misconduct, in the event of harm to health, physical injury or damage to life.
3. In the event that we should negligently breach any material contractual obligation, our liability shall be limited to the foreseeable loss.

VII. Other Provisions

1. The place of performance shall be our registered office. This is also the exclusive place of jurisdiction for all disputes arising from the business relationship with the Customer, where the Customer is a merchant. However, we reserve the right to initiate proceedings against the Customer at the Customer's domicile.
2. The relations between the Customer and us shall be governed and interpreted exclusively in accordance with the laws of the Federal Republic of Germany.
3. The Customer hereby acknowledges our business code as binding on it (available on our website at: www.hydac.com → Company → Business Code).
4. If any the above provisions shall prove void or ineffective, it shall not in any way or manner affect the validity of any other provision hereof.