

General Business Terms and Conditions

SKZ – Testing GmbH | Testing, monitoring, damage analyses

As of: 2023-06-01

General

The SKZ - Testing GmbH, in the following referred to as Testing, performs tests, quality assurance measures as well as certifications on plastic products and prepares expert opinions within the scope of failure analyses. The range of services offered by Testing comprises also the preparation of product, process and business analyses at plastic producers or plastic processors.

1. Scope

1.1 Our general business terms and conditions apply exclusively; terms or conditions contradicting or deviating from ours will be null and void unless otherwise expressly agreed to in a written agreement signed by Testing. Our business terms and conditions also apply when we carry out the order without reservation, even if we are aware that the Customer's conditions contradict or deviate from our business terms and conditions.

1.2 All agreements made between us and the Customer to fulfil this contract shall be set forth in writing in this contract.

1.3 Our business terms and conditions also apply to all future business transactions with the Customer.

1.4 Our business terms and conditions only apply to entrepreneurs as defined in § 14 BGB [German Civil Code].

2. Offers / Prices / Disposal / Terms of Payment / Cancellations

2.1 Offers are valid for six weeks from the date of the offer, unless a different term is specified in the offer text.

2.2 The legal value-added tax (VAT) is not included in our prices; it is indicated separately on the invoice at the applicable rate.

2.3 In the event that our prime costs, particularly for wages, required goods or energy, increase in the time between the conclusion of this contract and its complete fulfilment, we are entitled to increase our prices accordingly.

2.4 In the event that costs increase or that there are circumstances making major changes in the scope of the order necessary, the Customer will receive timely written notice.

2.5 The costs for test items, also transportation costs and costs for the acquisition of the test items shall be met by the Customer. Provided there is no other agreement, test items are maintained for a period of up to four weeks.

2.6 Adequate storage fees are charged if a longer period of retention is requested by the Customer.

2.7 The costs for ecologically beneficial disposal of the test items shall be borne by the Customer.

2.8 Provided no other period of payment is indicated in the acceptance of order, the amount due shall be transferred to the account no. 43 59 37 06 with Sparkasse Mainfranken Würzburg (bank code no. 790 500 00), IBAN: DE69 7905 0000 0043 5937 06, BIC/SWIFT-Code: BYLADEM1SWU, within 14 days upon date of invoice.

2.9 The Customer is only entitled to claim a set-off, if his counterclaims are recognized by declaratory judgment, signed or recognized by us. Furthermore, the Customer is entitled to enforce a lien in so far as his counterclaim is based upon a contractual relationship of the same kind.

2.10 Depending on the work performance progress, partial invoices may be made. We reserve the right to charge up to 100 % of the total order value prior to start of testing.

2.11 Unless agreed otherwise, the costs of the interim reports and repeat tests are not included in the quoted prices.

2.12 The cancellation of orders by the customer is only possible free of charge within a period of 7 days after the order has been placed and must be in writing. In case of cancelling the order after the deadline stipulated above cancellation fees are due in the amount of 10 % of the net order value plus sales tax.

2.13 If the customer wishes to cancel the placed and confirmed order after testing has begun, the costs incurred up to this time plus a service fee can be charged. The amount of the service fee is 10 % of the net order value plus sales tax.

3. Conformity assessments in test reports

Unless otherwise agreed, the arithmetic mean shall be used for conformity assessments without taking into account standard deviation and uncertainty of measurement.

4. Confidentiality / Subcontracting

4.1 Information about current or concluded tests or customer-related processes and information will only be disclosed to third parties with the Customer's explicit written consent. This shall not apply if SKZ - Testing GmbH is legally obliged to provide information. The Customer shall be informed thereof unless this is prohibited by law.

4.2 In the event that there is a bottleneck in capacity or that required equipment is temporarily out of order, we have the right to subcontract testing laboratories known to us to meet the same quality system requirements. Confidentiality continues to be ensured thereby.

5. Publications

All publications of expertises or test reports, whether abridged or in part, require the prior written consent of Testing. The same applies to the use of expertises, test reports or test results for publicity purposes.

6. Binding time limits for completion of orders / Force Majeure

6.1 Binding time limits for completion of orders require express agreement on the date.

6.2 Unpredictable acts of God and other out of the ordinary events which are unforeseeable, including shortage of material, energy, labour and transportation capacity, production breakdowns, labour disputes, sub-suppliers not meeting delivery deadlines, disturbances of traffic and official provisions, which make it impossible for us to meet our obligations, release us from these for the duration of their effect or, in the event of impossibility of performance, completely. In that event, the Customer will be notified as soon as possible. In the first case the period for executing the order is prolonged by the duration of impediment.

7. Default / Compensation

7.1 In the event we default in the execution of the order the Customer is entitled to withdraw from the contract or demand compensation due to failure of performance, provided he has previously granted us in writing an adequate period of grace and at the same time has threatened with withdrawal or a claim for damages due to non-fulfilment of contract.

7.2 Claims for damages due to default or non-performance of contract are excluded in case of ordinary negligence.

8. Review

In the event that the Customer raises objections to the test report within 14 days, the result will be reviewed by us. Review costs shall be borne by the Customer, if the review confirms the test result under objection.

9. Liability

9.1 Provided that we infringe on an essential contractual obligation through negligence, we are liable according to the legal provisions; however, also in this case the liability for damages is limited to the foreseeable, typically occurring damage.

9.2 In each damage case, the liability is limited to the insured sum of our third party liability insurance.

9.3 The liability due to negligent injury to life, body or health shall remain unaffected.

9.4 Unless otherwise provided hereinbefore, liability is excluded.

10. Governing law

The legal relationship of the contracting parties shall be governed by German law.

11. Place of jurisdiction

Place of jurisdiction is Würzburg. However, we are entitled to take legal proceedings against the Customer also at his domicile.

12. Concluding clause

Possible voidness of an individual provision of our business terms does not affect the validity of this contract and all other conditions.