

General Terms and Conditions

1. Scope of Application

The contractual relationship between ASG Analytik-Service GmbH as contractor (herein after referred to as ASG) and the Customer shall be exclusively based upon these General Terms and Conditions. Differing agreements require the written permission of ASG. The Customer accepts said General Terms and Conditions when placing an order.

2. Scope and Execution of the Order

ASG works according to EN ISO 4259. All contracts require written form in order to be effective. In the case of an oral order assignment, ASG has the right to determine the contents of the contract by means of written confirmation based upon the scope of inspection recorded in the report. Declarations, confirmations or commitments by employees require their written form or written confirmation in order to be effective. The scope of services to be rendered arises solely from the offer, including any written order confirmations. As far as deadlines for implementation of the order were determined, they are only binding if agreed upon in writing. These terms also apply to preliminary reports.

3. Prices

Prices are agreed upon individually and in project-specific manner. The basis is our latest price list.

4. Acceptance

Defects must be reported to ASG within 21 days after delivery of the test report or expert opinion in writing and stating the reasons.

If no complaint is lodged with ASG within this period, the performance shall be deemed accepted. The receipt of the written complaint is decisive. Subsequent complaints are excluded.

5. Terms of Payment

Invoices are payable immediately after invoicing without any deduction. Upon request by ASG, down payments are to be granted. Should the Customer be in default with his payment ASG is entitled to demand interest at a rate of 3% above the discount rate of Deutsche Bank. We reserve the right to assert further claims for delay.

6. Deadlines, Delay, Impossibility

Delivery deadlines and dates are not binding, unless expressly agreed upon in writing previously. Any case of force majeure such as riots, illness, operational disturbances or a delay at any of our suppliers shall entitle us to postpone the delivery by the duration of the hindrance plus an appropriate start-up period.

7. Liability and Warranty

All complaints regarding repeatability and comparability of report results and compliance with product specifications are assessed according to EN ISO 4259. In the case of disputes with ASG, procedures of sections 8 to 10 of the standard shall be applied.

ASG performs her services according to the state of the art valid at the time of order placement and under the customary diligence. ASG is liable for faultiness of services by their cost-free rectification. Only if this rectification fails, the reduction of the remuneration or the cancellation of the contract may be demanded. Only if this rectification fails, a reduction of remuneration or the cancellation of the contract may be demanded. The claim for rectification of faultiness must be made by the client in writing without delay. ASG only grants liability for damage in the event of intentional or grossly negligent violations of contractual or secondary obligations. We are not liable for damages, except in the case of intent, which could typically not be expected or anticipated in the specific order.

ASG is insured against damage to person or property and financial losses at an insurance sum of 220,000.00 EUR.

8. Period of Limitation

All claims against ASG shall expire six (6) months after provision of performances. This does not apply in cases where the statutory limitation period is shorter.

9. Protection of Test Reports

If they are suitable for this purpose, ASG retains the copyright to the services provided. The client may use test reports including tables, calculations and other details produced as part of the order only for their contractually agreed purposes. The publication and reproduction of the test reports and expert opinions, in particular for advertising purposes, as well as use of extracts thereof in other cases require our written approval.

10. Confidentiality

ASG undertakes to provide the Customer with all results generated in connection with an order. All information obtained or gained information shall be treated confidentially.

11. Sample Delivery and Sample Storage

Delivery of the samples is done at the risk and expense of the client. This does not apply if a pickup has been agreed. If the test material is dispatched by the Customer, it shall be packed in an appropriate manner and in compliance with statutory provisions. The Customer shall be liable for all damage caused by a dangerous condition of the test material. The Customer shall be obliged to notify ASG of any hazards known to him.

The samples are stored at least four weeks if not consumed or modified for test purposes as far as the nature of the products allows such procedure. A longer storage shall be remunerated by the Customer. After expiry of the storage period, the samples will be disposed. The incurred costs may be claimed against the Customer. If the Customer wants the samples to be returned, this is done at the written request and at his expense.

12. General Conditions

Claims by the Customer arising from contracts with ASG are subject to prohibition of assignment. In business dealings with business people who do not belong to the business people described in § 4 German Commercial Code (HGB), Augsburg shall be the place of performance and jurisdiction.

Should individual provisions of these General Terms and Conditions be wholly or partly invalid, this shall not affect the remaining conditions.