

## General Terms and Conditions Pertaining to Testing Services

### General provisions

Contracts pertaining to testing services are concluded on the basis of our General Terms and Conditions Pertaining to Testing 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 Testing Services. We expressly oppose any deviations from these General Terms and Conditions Pertaining to Testing Services; any such deviations shall not be binding unless we have agreed to them in writing. Our General Terms and Conditions Pertaining to Testing Services shall also apply to future contracts pertaining to testing services even in the absence of any express reference to them. Where the requirement of the written form is provided for in these terms and conditions, it shall be deemed to be satisfied where transmission takes place by means of telecommunications (e.g. e-mail, telefax).

#### I. Subject matter of the contract

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

#### II. Performance of Testing Services

1. We provide our Testing Services in accordance with the specific instructions issued by the Customer and confirmed 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 the Testing 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 Testing Services will be disposed of, at which time our responsibility for them shall also cease. Any costs incurred by us for the disposal of Testing Service items shall be borne by the Customer.
3. Where the Customer desires that the item involved in the Testing Service should 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 fulfill the contract.
2. Payments shall not be regarded as having been received until the amounts involved become available to us.
3. If the Customer falls into arrears with payment, whether in whole or in part – i.e. with a whole installment in the event of agreed payment by installment – 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 shall amount to 9 percentage points above the base interest rate. Lump-sum damages of €40.00 shall be payable for outstanding claims for payment. This sum will be credited towards the compensation owed where the loss is founded upon the costs of bringing legal action. We reserve the right to claim higher damages for arrears and default.
5. The Customer shall not be entitled to offset counter-claims against outstanding amounts owed us, unless the Customer's claims for set-off are undisputed or final and non-appealable, or they originate from the same contract as our claim. The

Customer may assert a right to withhold payment only for claims arising from the same contract.

#### IV. Obligations incumbent upon the Customer

1. The Customer shall make available to us the Testing Service item in addition to all instructions, information and documentation required for providing the Testing Service.
2. The Customer is to draw our attention to all issues and circumstances that might be of significance for the provision of the Testing Service. In particular, the Customer is to draw our attention to any and all risks and hazards associated with the Testing Service ordered.
3. Where required for the proper provision of the Testing 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. All 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. Disclaimer of liability

1. Unless provided for otherwise below, we shall assume no liability whatsoever, regardless of the legal grounds on which any such liability may be founded.
2. This exclusion of liability shall not apply to gross negligence or willful misconduct, or to harm to life, limb or health, or the violation of a material contractual obligation.
3. In the event that we should negligently breach any material contractual obligation, our liability shall be limited to the reasonably foreseeable loss.
4. We accept no lump-sum damages where they are not provided for by law.

#### VII. Miscellaneous provisions

1. The place of performance shall be the registered office of our company. This shall also be the exclusive place of jurisdiction for all disputes arising from the business relationship with the Customer, where the Customer is a merchant as defined by the German Commercial Code. However, we reserve the right to bring action 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 agrees to be bound by our Business Code, which may be accessed on our website at: [www.hydac.com](http://www.hydac.com) →Company→Business Code.
4. If any of the above provisions should prove void or unenforceable, it shall not in any way or manner affect the validity or enforceability of any other provision hereof.