

General Terms and Conditions

§1 Scope

XRAY-LAB Industrial Services GmbH & Co. KG, abbreviated to XIS, carries out the assigned duties as contractor within the meaning of § 631 BGB (Federal Code) exclusively on the basis of these General Terms and Conditions. The client expressly acknowledges these Terms and Conditions when placing an order with XIS. The Terms and Conditions shall apply for the duration of the overall business relationship, even if they are not expressly agreed again. Varying conditions must be expressly agreed in writing. Without such an express agreement, such conditions contradictory to these General Terms and Conditions shall not be recognized. Any invalidity of individual conditions in the present Terms and Conditions shall not affect the validity or effect of the remaining conditions. In the event of any ineffectiveness of individual conditions, the contracting parties shall be obliged to act in accordance with what was actually intended.

§2 Contract formation, remuneration

Offers made by XIS shall be subject to change and without obligation. The contract shall be formed, after ordering, by express confirmation on the part of XIS or by its carrying out the assigned duty.

§3 Payment conditions

XIS shall invoice the client for its remuneration in accordance with the agreed tariff. Waiting time for the provision of materials, or other delays not caused by us, must also be invoiced. Payments shall be due within two weeks of invoicing without deduction. After this time limit, XIS reserves the right to invoice for arrears interest. Should XIS be forced, after the third reminder, to instruct a solicitor, all the costs of the latter shall be invoiced. XIS shall be entitled, despite any contrary conditions on the part of the client, to credit payments first to the client's older debt, and to inform the client about the nature of this accounting. If costs and interest have already arisen, XIS is entitled to offset the payment first against the costs, then against the interest and finally against the main service. A payment is only deemed to have been made when XIS can dispose of the amount.

§4 Interim invoices

XIS shall be entitled, for completed parts and agreed services, to draw up interim invoices. XIS shall also be entitled, for fixed periods, for instance a week, to draw up interim invoices.

§5 Delivery delays, liability, guarantee

XIS undertakes to carry out its assigned duties as agreed and within due time. Delivery or service delays as a consequence of force majeure and as a consequence of events which not only temporarily but essentially prevent or make impossible delivery to the purchaser – particularly strikes, lock-outs, authority order and so on, even if they occur with suppliers of XIS or its sub-suppliers – shall not be the responsibility of XRAY-LAB, even if contractually binding time deadlines or dates are affected. There shall be no liability to pay damages. Any guarantee claims on the part of the purchaser must be reported to XIS immediately after becoming aware of them. They shall firstly be limited to the right to rectification or replacement delivery. If the rectification or replacement delivery fails after a reasonable period of time, the purchaser can request a reduction in the remuneration or cancellation of the contract. Only the immediate purchaser shall be entitled to make guarantee claims against XIS. These claims shall not be transferable.

The liability of XIS for damage as a consequence of its contractual activities shall be excluded, insofar as there is no suggestion of gross negligence or deliberate breach of contract. For any liability claims, there is a third-party liability insurance to the amount of 5 million € per damaging event annually for personal injury and damage to property. For the customer's equipment and machinery on the premises of XIS, there is an insurance coverage to the amount of 50,000 € in the event of fire, water and theft damage.

§6 Occupational health and safety

The tasks of XIS employees at the customer are subject to the public law governed regulations of the occupational health laws that apply to the customer. The arising employer responsibilities are incumbent on the client without changing the responsibilities of the contractor. The client is responsible that applicable accident prevention and occupational health regulations as well as the terms of the work time laws are obeyed and that organization and measures for first aid are guaranteed in all work locations of the employee. The client must inform the employee before beginning the task about location specific dangers as well as measures for their avoidance relating to the task to be performed. If the employee is exposed to chemical, physical or biological exposures during the task or performs dangerous tasks according to BGV A4 at the clients' location, the client must perform a work-specific preventive medical check-up before beginning of the task. In case of a work-related accident the client must inform the contractor immediately.

§7 German Law; Jurisdiction

This is a translation of the German "Allgemeine Geschäftsbedingungen". In case of doubt, the German-language original version applies. For these Terms and Conditions and all legal relationships between XIS and the client, the Law of the Federal Republic of Germany shall be applicable. If the client is a registered dealer within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the district court of Maulbronn or the district court of Karlsruhe is the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Should a provision of these Terms and Conditions, or a provision within the context of other agreements, be or become invalid, the validity of all the remaining provisions or agreements shall not be affected.

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