

# General terms and conditions



> The REMONDIS Group

BIOLAB Umweltanalysen GmbH:  
General terms and conditions  
Status as of October 2019

[biolab.de](http://biolab.de)

## > GENERAL TERMS AND CONDITIONS

### > 1 Scope of application

- (1) All contracts and/or orders shall be accepted and executed in compliance with the conditions specified below. By placing the order, the customer shall recognise these conditions as legally binding. Other general terms and conditions shall only be binding if BIOLAB Umweltanalysen GmbH (hereinafter referred to as BIOLAB) has acknowledged them in writing.

### > 2 Scope and execution of the order

- (1) The scope of services of a contract and/or order shall be defined before placing the order. Any change to the agreed scope of services shall be made in writing. The subject matter of the order shall be the preparation of work results in form of chemical environmental analyses, consulting, monitoring and in-spections, expert activities, determination of causes and analytical consulting services. Any term for the execution of the order shall be considered non-binding, unless expressly agreed as binding in writing. By ordering or handing over the sample (s), the customer declares that the offer of BIOLAB has been understood and accepted in terms of price and scope.

### > 3 Work results

- (1) The work results prepared by BIOLAB shall only be considered binding, with respect to the customer, by means of written work results signed by employees of BIOLAB who are authorised to sign. In case of a justified complaint relating to work results, a new report with a sequential version number shall be prepared. The report/statement/expert opinion having the highest version number shall be considered binding. All previous versions shall be destroyed or returned to BIOLAB by the customer. Any intermediate reports previously prepared at the customer's request and provided measurement results and other intermediate results shall only be preliminary and not be legally binding. The same shall apply to the provision of work results on electronic data carriers (e-mail) and customer-specific report formats.

### > 4 Warranty

- (1) Any warranty claim of the customer shall be subject to a limitation period of one year from the statutory start of limitation. This reduction of the term of limitation to one year shall not apply to claims for damages resulting from a defect which are based on an intentional or grossly negligent violation of the obligations of BIOLAB or on an intentional or grossly negligent violation of one of BIOLAB's servants and in case of environmental damage and any damage to life, body and health. The reduction of the term of limitation to one year shall not apply if BIOLAB has fraudulently concealed a defect or has taken over a guarantee.

### > 5 Liability

- (1) BIOLAB shall be liable for damages – irrespective of the legal ground – without any restriction in case of intent and gross negligence. The same shall apply if BIOLAB has fraudulently concealed a defect or has taken over a guarantee so. For the rest, BIOLAB shall, in case of simple negligence, only be liable a) for damage resulting from death and injury to body and health and b) for damage arising from the violation of a material contractual obligation (the fulfilment of which enables the proper execution of the contract in the first place and whose compliance the contractual partner regularly relies on and may rely on). However, in case of b), the liability shall be limited to the replacement of the foreseeable damage typically occurring. The above limitation of liability shall also apply in case of violations of duties through or for the benefit of persons whose fault BIOLAB is responsible for pursuant to statutory regulations.

### > 6 Customer's liability

- (1) The customer shall be liable, with respect to BIOLAB, for the accuracy of the information provided by it. It shall especially reimburse BIOLAB for any additional expenses arising from any inaccuracy (e.g. for cleaning/repair of analytical apparatuses through loading of uncommunicated high pollutant concentrations).
- (2) Moreover, the customer shall also be liable for the admissibility of the property accesses, sampling, sounding and drilling operations required from BIOLAB in connection with the commissioned services. It shall especially reimburse BIOLAB for any additional expenses arising from any inaccuracy (e.g. waiting and standstill time because of cleaning/repair of analytical and sampling apparatuses as a result of loading with uncommunicated high pollutant concentrations). Besides, the customer shall be liable for any direct and indirect

## > GENERAL TERMS AND CONDITIONS

damage resulting from the fact that the customer or its servants violate its contractual obligations and shall indemnify BIOLAB from any claims of third parties arising out of it, if required.

### > 7 Protection of the work results

- (1) The customer shall guarantee that the work results prepared by BIOLAB in the context of the order will only be used for its own purposes. The reproduction or publication of work results in extracts – especially for promotional purposes – shall be subject to the written consent of BIOLAB.

### > 8 Confidentiality

- (1) BIOLAB commits to provide the customer with all results prepared in connection with the order and to neither publish nor disclose them to third parties without its consent. BIOLAB further commits to treat all information of the customer received in connection with orders confidential.

### > 9 Storage of samples, test item/samples – delivery and storage

- (1) In case of dispatch of test items/samples by the customer and transfer of the test items/samples to BIOLAB or the contract carrier commissioned by BIOLAB, as the case may be, the test material shall appropriately be packed in break-proof packaging by the customer according to regulations and in a manner suitable for transport as well as pursuant to any further directions given by BIOLAB or the contract carrier, as the case may be.
- (2) If the customer is aware of any dangerous substances contained in test items/samples, the carrier and BIOLAB shall be informed of all hazard and handling information which it is aware of in due time before transfer. The customer affirms that all other test items/samples are in a stable, flawless state and do not present any danger in connection with their content. The customer shall be liable for any damage, injury and case of sickness incurred by BIOLAB or an employee of BIOLAB or a contract carrier used by BIOLAB or a third party as a result of a violation. In case of violation of these obligations, the customer shall indemnify BIOLAB from any claim for damages of the respective employees and carriers commissioned by BIOLAB and/or other third parties when it is due.
- (3) Unless otherwise agreed, the test items/samples provided for examination shall be kept for no longer than 3 months with BIOLAB, as far as permitted by their condition (water samples 4 weeks). As far as large bulks of test items/samples are concerned, representative partial samples which enable subsequent examinations and checks, if required, shall be kept. Following this period, the test items/samples shall be disposed of by BIOLAB as a service. This shall exclude the disposal of dangerous waste for the purposes of §48 of the Kreislaufwirtschaftsgesetz [German Waste Management Act] (e.g. test items/samples containing dioxin and PCB or heavy metals). These high-load test items/samples shall be returned to the customer at its expense or disposed of at its expense.

### > 10 Raw data, archive

- (1) Raw data and results relating to examinations in the accredited area shall be archived for 5 years in compliance with the respective approval conditions.

### > 11 Prices

- (1) The prices agreed with BIOLAB upon conclusion of the contract for the specified services based on the respectively valid BIOLAB price list shall be applicable. All prices shall be exclusive of the applicable statutory sales tax. As far as the related preconditions are fulfilled, the billing shall be made in accordance with the reverse-charge procedure.

## > GENERAL TERMS AND CONDITIONS

### > 12 Terms of payment

- (1) Unless otherwise agreed, the invoice amounts shall be due 14 days from the invoice date without any deduction. If the customer defaults with payment, § 288 of the BGB (Bürgerliches Gesetzbuch) [German Civil Code] shall be applicable. The contractor shall be entitled to send the pre-notification to the customer subject to a shorter term than 14 days prior to the due date. Any allowance of a discount shall be made in writing.
- (2) If, in case of continuing obligations or services to be provided only after expiry of 4 months from the conclusion of the contract, the costs which the price calculation is based on, especially wage costs and ancillary wage costs, flat-rate service and energy charge, taxes, and relevant commodities price indexes etc. change, the contractor shall be entitled to adjust the contract to the changed conditions.
- (3) The adjustment shall be asserted in writing by specifying the reason of change. If the price adjustment according to the previous paragraph results in the costs being increased by more than 10 % of the agreed total price, the customer shall be entitled to terminate the contract subject to a term of 4 weeks to the end of the quarter.

### > 13 Data controller

- (1) The data controller in terms of the General Data Protection Regulation and other national data protection laws of the member states as well as other data protection regulations is:

UCL Umwelt Control Labor GmbH  
Josef-Rethmann-Str. 5  
44536 Lünen  
P +49 2306 2409-0  
F +49 2306 2409-10  
info@ucl-labor.de

- (2) **Data protection officer**

The data protection officer of the data controller is:

Mr Holger Planz  
The data protection officer of the REMONDIS Production Group is  
Brunnenstr. 138  
44536 Lünen  
datenschutz@remondis.de

- (3) **Collection and storage of personal data as well as form and purpose of use thereof**

If you commission us, we usually collect the following information in particular:

- (a) Title, first name, surname,
- (b) a valid e-mail address,
- (c) address,
- (d) phone number (landline and /or mobile),
- (e) other information that is required for fulfilment of the order.

In particular, personal data are collected in order to

- (a) be able to identify you as our contractual partner/client,
- (b) communicate with you,
- (c) issue invoices.

Pursuant to Art. 6(1) first sentence point b GDPR, the processing of data is necessary for the aforementioned purposes and for mutual compliance with obligations under the contract.

## > GENERAL TERMS AND CONDITIONS

### (4) Recipients of the personal data

The data are not disclosed to third parties.

### (5) Erasure of data and time of storage

The personal data of the data subject are erased or blocked once the purpose of storage no longer applies. Furthermore, they may be stored if storage is provided for by the European or national legislator in provisions of union regulations, laws or other provisions that the data controller is subject to. The data shall also be blocked or erased if any storage period set out in the aforementioned regulations lapses, unless further storage of the data is required for conclusion or fulfilment of a contract or if you have agreed to further storage pursuant to Art. 6(1) first sentence point a GDPR.

### (6) Rights of the data subject

On request, we will provide you with information in written or electronic form as to whether and which of your personal data are stored by us (Art. 15 GDPR) and we will consider your petitions regarding erasure (Art. 17 GDPR), rectification (Art. 16 GDPR), restriction of processing (Art. 18 GDPR) as well as data portability (Art. 20 GDPR) of your personal data and will carry out the above if the conditions are met. To exercise these rights, please contact:

REMONDIS SE & Co. KG  
- Data protection officer -  
Brunnenstr. 138  
44536 Lünen  
datenschutz@remondis.de

The same applies if you have granted consent to the use or collection of personal data and would like to withdraw this consent. You can withdraw any such consent at any time with effect for the future by e-mail or letter. Insofar as you are of the opinion that your personal data are processed unlawfully, you can file an objection with a supervisory authority. A list of data protection officers and their contact details can be found under the following link:  
[https://www.bfdi.bund.de/DE/Infothek/Anschriften\\_Links/anschriften\\_links-node.html](https://www.bfdi.bund.de/DE/Infothek/Anschriften_Links/anschriften_links-node.html).

### (7) Miscellaneous

The submission of personal data is not required either by law or by contract. The submission of personal data is required in order to conclude a contract. If the personal data are not submitted, no contract is concluded. There is no automated decision-making including profiling pursuant to Article 22(1), (4) GDPR.

## > 14 Law, place of fulfilment and place of jurisdiction

- (1) The German law shall be the only applicable law. Place of fulfilment and exclusive place of jurisdiction shall be Lünen. There is no attendance into a con-tending participation process in front of a consumer finishing point.