

General Terms And Conditions of T.L.R. Technisch Laboratorium Rotterdam B.V.

All activities that T.L.R. Technisch Laboratorium Rotterdam B.V., hereinafter called TLR, has undertaken to perform, shall only be performed at the following terms and conditions.

1. All quotations given by or on behalf of TLR are free of any obligation for one month after issue, unless another time has been expressly stated.
2. Rates stated in quotations and/or agreements do not include the VAT. If an agreement includes a permanent or periodic activity or the performance of an assignment extends over a period of more than six months, TLR may adjust the agreed rates to the changed wage and material costs.
3. The client must issue payments without any discount or set off within thirty days after invoice date. In the event of failure to issue payment within the agreed period of time, the client shall be deemed to be in default by operation of law. In such cases TLR shall be entitled to charge without any further notice of default 1 % interest per month as from the due date and any judicial and extra judicial costs for the collection of the amounts due.
4. In the event that the research or analyses is to be performed on the basis of samples, the client will solely be responsible for selection, representativity and identifications such as codes, markings and product names, unless - by express agreement - the samples have been drawn by, or were drawn under the responsibility, of TLR.
5. TLR shall document the results of the research that it has conducted in a research report or certificate. The results of research or analysis stated therein only relate to the specimens or quantities examined that the client has provided, unless the taking of samples has also been expressly assigned.
6. Client's timely written notification of disagreement exempted, TLR implicitly assumes client's acceptance that performance of the research or analyses may be partly or wholly subcontracted.
7. Unless otherwise agreed at the time of acceptance of the quotation, samples forming the subject of the research or analysis, will - as far as reasonably feasible - be kept in storage for two weeks after the date at which the findings have been reported. Costs for same will be deemed incorporated in the agreed rate(s). Unless timely agreed otherwise, no particular conditions or obligations pertaining to the storage of samples will apply.
8. The liability of TLR, its bodies, subordinates, representatives and subcontractors as well as of the bodies, subordinates and representatives of its subcontractors for any loss or damage caused by or having arisen as a result of incorrect or negligent performance, non-performance or alleged performance of activities shall be limited to a total amount equal to 15 x the fee charged or to be charged, however up to a maximum of € 25.000,00.
9. Without prejudice to the provisions of article 8, TLR, its bodies, subordinates, representatives and subcontractors as well as the bodies, subordinates and representatives of its subcontractors or institutes of quality assurance, certification and/or accreditation shall in no event be liable for loss of profits, consequential loss, including injury and emotional damage.
10. Notwithstanding the aforementioned provisions, the liability of TLR and the other persons referred to in article 8 for any loss or damage shall cease to exist if the client fails to report in writing any failure as aforementioned to TLR within two weeks after such has become apparent. The liability of TLR and the persons referred to in article 8 shall also cease to exist if and to the extent that a claim has not been submitted within six months after the date of the invoice that relates to the activities.
11. The client of TLR shall indemnify and hold harmless TLR and the other persons referred to in article 8 against all claims of third parties in respect of the performance of the activities and/or any failure as referred to in article 8, to the extent that such claims and any claims of the client exceed the limitation referred to in article 8.
12. Without prejudice to the aforementioned provisions, the exemption from liability as well as the stipulated indemnity and compensation contained in these terms and conditions shall be regarded in relation to the persons other than TLR referred to in article 8 as though these stipulations were expressly stipulated on their behalf and each agreement concluded by TLR, in so far as these stipulations are concerned, shall be regarded as having been entered into not only on its behalf but also on behalf of each of the other persons referred to in article 8.
13. For reasons of confidentiality, TLR maintains utmost reluctance in exchanging analytical findings with third parties. In the event of parametric determinations being reported in excess of national or supra national permitted maximum residue or tolerable limits with regard to environmental, food or feed safety legislation, TLR deems it to be the primary responsibility of the client to report such findings to the appropriate authority should legal provisions so require.
14. The board of TLR, but none of the other persons referred to in article 8, shall be exclusively entitled to amend or waive these terms and conditions or make any statement that is in any way contrary to one or more of these terms and conditions.
15. All agreements, to which these terms and conditions apply, and all agreements that may follow therefrom shall be governed by Netherlands Law and all disputes, arising in respect of and/or in connection with these agreements shall be submitted to the adjudication of the competent court in Rotterdam, save in the case of appeal and cassation.
16. The present terms and conditions have been laid down in both the Dutch, German and English language, in the understanding nevertheless that the Dutch text shall prevail over the German and English text.

The aforementioned terms and conditions have been filed with the Chamber of Commerce in Rotterdam, as well as with the court registry of the District Court (Arrondissementsrechtbank) in Rotterdam on 1 November 2003.