

# Terms and Conditions

of the Entwicklungs- und Prüflabor Holztechnologie GmbH (EPH GmbH)  
for services

Version: March 2018

## 1. Scope of Services

- 1.1 Services are principally provided based on contracts to which the provisions of Service Contract Law (Sections 611 et seq., BGB/German Civil Code) apply, unless stipulated otherwise by subsequent provisions. The work content shall be specified in a contract offer, particularly in the job order description.
- 1.2 Special regulations apply to the distribution of test devices.
- 1.3 If, upon placement of the order, the extent and/or content of services deviate from the contract offer, then such amended services shall be deemed as agreed only after confirmation in text form.

## 2. Implementation Period

- 2.1 The implementation period commences on the date as stipulated in the order confirmation or in the contract, respectively.
- 2.2 If the EPH GmbH realises that the anticipated implementation period does not suffice to perform the job order, the client will receive information about an amicable extension of the implementation period.
- 2.3 If the agreed implementation period is exceeded due to the client's failure to supply required co-work or to supply it in due time, the client may not infer any rights from such excess of the implementation period.

## 3. Remuneration

- 3.1 Remuneration is based on the price stipulated in the contract.
- 3.2 If remuneration has been agreed to be based on expenditure, the EPH GmbH will notify the client promptly in the event that the prospected result can foreseeably not be attained by the time the agreed maximum limit of costs is reached. The EPH GmbH will then make proposals on how to proceed further.

## 4. Terms of Payment

- 4.1 Payments are due on the dates specified in the contract without explicit agreement that they are payable within 14 days for contracts within Germany and within 21 days for contracts with foreign clients, respectively, after the date of submitting the invoice. Payments shall be deemed as effected on the date of receipt by the EPH GmbH.
- 4.2 Payments must be made free of postage and expenses. Discount deductions are not acceptable.
- 4.3 The EPH GmbH shall have the right, at reasonable intervals, to demand the payment of instalments in proportion to the work and services performed by that time. Advance payments may also be agreed upon.
- 4.4 Setting off payments against receivables from EPH GmbH shall be acceptable only if such receivables are unchallenged or have been declared final and binding.

## 5. Result of Work and Services, Partial Performance of Services, Place of Performance

- 5.1 The result of work and services is made available to the client after completion of the project in accordance with the stipulations of the contract. Unless otherwise agreed in the contract, the results of work and services shall be delivered to the client in report form.
- 5.2 EPH GmbH shall have the right to perform work and services in parts.
- 5.3 Unless otherwise agreed in the contract, the place of performance of work and services by the EPH GmbH shall be the registered seat of the EPH GmbH in Dresden.

## 6. Title in the Result

- 6.1 The client shall acquire the property rights and rights of use in the result only upon full payment of the agreed remuneration. The property of the EPH GmbH must neither be pledged nor transferred as security.
- 6.2 Should, due to interconnection, intermingling or further processing, the property right of the EPH GmbH in the result expire, it shall at this point in time already be deemed agreed that the property right in the thus emerged unified matter concerned continues to be held – proportionately to the invoiced value – by the EPH GmbH until full payment of the agreed remuneration has been made.
- 6.3 In the event of any sale of the result to third parties, the client assigns all rights from such sale with effect in rem to the EPH GmbH until full payment of the agreed remuneration has been made. Moreover, the client is obliged to notify the EPH GmbH of the circumstances of such sale, of the purchaser and its complete and summonable address in particular.

## 7. Warranty

- 7.1 The EPH GmbH warrants the application of scientific diligence, the observance of acknowledged principles of technology and the adequate use of necessary means and resources; however, it does not warrant to actually achieve test results for compliance with standard requirements, for example, or successful certification.

## 8. Liability

- 8.1 The liability of the EPH GmbH, its legal representatives and vicarious agents due to any violations of a contract or from any tort is limited to cases of intent or gross negligence. This does not apply to any damage resulting from injury to life, body or health.
- 8.2 In the event of culpable infringement of obligations which are material to the contract, the EPH GmbH shall be liable only for contract-typical, foreseeable and direct damage, except in cases of intent or gross negligence.

## 9. Limitation

- 9.1 Any claims against EPH GmbH are subject to a limitation period of one year, unless the EPH GmbH is liable because of intent or gross negligence or for damage resulting from injury to life, body and health.
- 9.2 The limitation period commences upon the delivery of the work result. In the case of intent, gross negligence or damage resulting from injury to life, body and health, the statutory provisions shall apply.

## 10. Confidentiality

Neither the EPH GmbH nor the client shall make available technical or business-related information, which has been mutually disclosed and deemed confidential, to third parties during the term of the contract and after the expiry or termination thereof. This shall not apply to information which is generally available to the public or whose confidential treatment has been waived in writing by the EPH GmbH or the client.

## 11. Publications

If contractually agreed upon or statutorily required (e.g., regarding the GS mark), the EPH GmbH is entitled to publish information about certificates granted (e.g., the holder of the certificate, the certificate No., subject matter of such certification, the term of validity of such certificate) in an appropriate way (e.g., the EPH homepage). Otherwise, any publication requires agreement with the client.

## 12. Use for Advertising Purposes

Any results from the order may, in parts or in their shortened form, be used for advertising only upon receipt of the written consent by the EPH GmbH. In addition to that, special provisions for using marks of the EPH GmbH, which are a constituent part of the contract, apply to any advertising using EPH test certificates and other certificates as well as to using marks in connection with the EPH GmbH (e.g. the GS mark, the Ü mark, the QP mark).

## 13. Termination

- 13.1 Premature termination is only possible for good reason and only in writing. An e-mail is also regarded to suffice the requirement of the written form.
- 13.2 After effective termination, the EPH GmbH submits to the client the result achieved by that time within four weeks. The client shall be obliged to reimburse the EPH GmbH the costs which have accrued by that time.

## 14. Dispute Mediation

- 14.1 The EPH GmbH will not participate in any dispute mediation proceedings before a consumer mediation body.

## 15. Miscellaneous

- 15.1 Any supplements, amendments and subsidiary agreements must be in writing. This applies also to waiving the written form.
- 15.2 The applicable law is the law of the Federal Republic of Germany.
- 15.3 The place of jurisdiction is the registered seat of the EPH GmbH in Dresden, as far as this is permissible pursuant to Section 38 ZPO (German Code of Civil Procedure).

The overleaf provisions for processing personal data pursuant to the German Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)) and the General Data Protection Regulation (Datenschutzgrundverordnung (DSGVO)) are a constituent part of these Terms and Conditions.

# The processing of personal data pursuant to the German Federal Data Protection Act (Bundesdatenschutzgesetz (BDSG)) and the General Data Protection Regulation (Datenschutzgrundverordnung (DSGVO))

## Purpose

Our company processes personal data for the purpose of establishing business relationships and of their project-related fulfillment. This relates to all categories of data for meeting pre-contractual and contractual obligations. Any personal data are disclosed to third parties only if this is deemed necessary for fulfilling the business purpose. Any personal data are not disclosed to third parties or third countries of unspecified levels of data protection (generally countries outside the EU), which are not involved in the business purpose, or only if the data subject has given their consent.

Thereby, personal data are collected, processed or used within the scope of what is legally permissible pursuant to Articles 5 and 6 DSGVO. Should personal data be collected from the data subject, such person is entitled to transparent information pursuant to Articles 12 et seq. DSGVO and according to Section 32 BDSG. Principally, only such information is processed or used which is required for fulfilling the business project and which is of immediate relevance for the purpose of processing. Thereby, the specific prerequisites for collecting, processing and the use of special categories of personal data pursuant to Article 9 DSGVO and Sections 22 et seq. BDSG are observed. The processing of sensitive data pursuant to the DSGVO is exclusively permitted on the basic principle of permit reservation or in the event of the existence of an applicable legal basis.

## The rights of data subjects

Pursuant to Articles 15 et seq. DSGVO, data subjects have a right of information, correction, deletion, restriction and objection with a view to the processing of their data.

Moreover, pursuant to Article 13, para. 2, clause c, DSGVO, data subjects have a right of revoking their approval for processing their personal data in the future if such processing rests on Article 6, para. 1 a or Article 9, para 2 a, DSGVO. Thereby, the legitimacy of such processing on the basis of an approval prior to the revocation is not affected.

Any revocation or the non-provision of required data may, as a rule, result in the non-fulfilment of the purpose for which the data had been collected or should have been collected. The written form is required to exercise such rights. For that purpose, please contact us by e-mail at [widerruf@eph-dresden.de](mailto:widerruf@eph-dresden.de)

## Deletion of personal data

Personal data are deleted if the purpose for storing them is omitted or if no legal requirement (e.g., of a retention period) stipulates to maintain the data. The requirements of Article 17 DSGVO in conjunction with Section 35 BDSG apply. If any deletion is impossible due to legal, contractual or commercial or tax-relevant reasons, the processing of the data can be restricted on the request by the data subject. The written form is required to exercise this right.

## The right of the data subject of data portability

The company ensures the right of data portability pursuant to Article 20 DSGVO. Any data subject has the right to receive a copy of their personal data in a commonly used and machine-readable format.

## Person in charge in the sense of the DSGVO and of the BDSG

Entwicklungs- und Prüflabor Holztechnologie GmbH  
Dr. Ing. Rico Emmler, Managing Director  
Zellescher Weg 24  
01217 Dresden  
[rico.emmler@eph-dresden.de](mailto:rico.emmler@eph-dresden.de)

## The Company's Data Protection Officer

Hermann. J. Janz, c/o Janz Consulting,  
Schevenstr. 18, 01326 Dresden

## Right of appeal

Any data subject has a right of appeal before the Federal State's Supervisory Authority. The Data Protection Officer of the Federal State can be contacted at: [saechdsdb@slt.sachsen.de](mailto:saechdsdb@slt.sachsen.de)