

# Terms and Conditions

## § 1 General Provisions

1. These terms and conditions shall apply for the Forschungsinstitut Futtermitteltechnik of the Internationale Forschungsgemeinschaft Futtermitteltechnik e.V. (Research Institute of Feed Technology of the International Research Association of Feed Technology, hereinafter called "IFF").
2. Our terms and conditions apply exclusively. The client's terms and conditions are not part of a contract in any case. As part of ongoing business relations, these terms and conditions shall also apply for further and follow-up orders.
3. The terms and conditions apply only to companies within the meaning of § 14 BGB (German Civil Code) and towards special assets under public law.
4. Exclusively the legal regulations according to German law, especially of BGB, shall apply except for the following terms and conditions.
5. Any agreements being in force between IFF and the client in order to execute a contract are recorded in writing in the contract and these terms and conditions.

## § 2 Provision of Services

1. IFF performs services, consultations, educations, analyses, experimental investigations and others. Type, place and extent of the service shall be stipulated in the respective contract.
2. The agreed services are provided according to the contractual agreements, according to the generally accepted codes of practice being valid at the time of conclusion of the contract and in accordance with the relevant regulations being in force then.
3. IFF is entitled to provide services through third parties.
4. The performance time is determined by the contractual agreements. Compliance with the performance time presupposes that the client fulfils his contractual obligations and duties as agreed.
5. In case of any damage suffered by the client for which IFF can be held liable, the legal provisions apply.

## § 3 Offer and Conclusion of a Contract

1. Offers are always without obligation.
2. IFF reserves its ownership and copyright with regard to estimates of costs, diagrams and other documents. These documents shall not be made accessible to third parties without prior written.
3. The contract is concluded by the written order confirmation by the customer and the order acceptance by IFF. Submissions of sample material or documents for examination by the customer are equivalent to the order confirmation.

## § 4 Price and Condition of Payment

1. Prices are net plus the applicable VAT.
2. The costs for shipping and packing are, unless agreed differently, charged additionally to the client.
3. Unless otherwise agreed, the invoice amount is payable within 7 days after invoicing. Default interests in the amount of 9 % above the respective base interest rate p. a. and a lump sum of 40 euros. Assertion of a higher damage caused by delay remains reserved.

## § 5 Test Reports

1. All copyrights of expert opinions, test results, test reports etc. performed by IFF within the scope of the services for the client remain with IFF.
2. If the delivery to the client is agreed, the latter may use the mentioned documents only for the purpose for which they are intended in the contract.
3. In the case of publication of data and results IFF is to be named as the source.

## § 6 Limitation of Liability

1. In case of slightly negligent breaches of duties, the liability of IFF is limited to the average damage, which can be due to the contract expected. This also applies to infractions to the contractual obligations due to slight negligence of representatives or auxiliary persons of IFF.
2. In the case of the presence of customer representatives in carrying out investigations on the IFF premises, the above limitation of liability does not apply in the event of injury to life, limb or health.

## § 7 Miscellaneous

1. This contract shall exclusively be governed and construed by German law.
2. Jurisdiction of all disputes is the commercial domicile of IFF in Braunschweig. IFF, however, is entitled to sue the client at his general place of jurisdiction.
3. Place of fulfilment of all obligations resulting from this business relationship is the commercial domicile of IFF in Braunschweig.
4. If a provision of the contract is or will become in total or in part invalid, the remainder of the contract shall not be affected thereby. The invalid provision shall be replaced by a legally valid provision by which the meaning and the aim of the contract is reached as far as possible.