



# **General Terms and Conditions of the Research Center Weihenstephan for Brewing and Food Quality for Analyses, Consulting and other Services**

## **§ 1 General, Scope of Application**

(1) These General Terms and Conditions ("GTC") shall apply to all contracts with regard to the analysis of yeast and food samples and the provision of consulting and other services between the Research Center Weihenstephan for Brewing and Food Quality, Alte Akademie 3, 85354 Freising, Germany, as contractor (hereinafter also referred to as "we" or "us") and its clients. The present General Terms and Conditions in their respective version shall also apply as a framework agreement for future contracts with the same client, without us having to refer to them again in each individual case.

(2) Our GTCs apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Client shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if we provide services or deliver goods without reservation and being aware of the client's terms and conditions. However, individual agreements made with the client in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these Terms and Conditions.

((3) Legally relevant declarations and notifications to be made to us by the client after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be in writing to be effective.

(4) These General Terms and Conditions and all legal relations between us and the client shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(5) The place of jurisdiction is Freising, Germany, if the client is a merchant or a legal entity under public law or a special fund under public law. The same applies if a client does not have a place of general jurisdiction in Germany or the place of residence or habitual abode is not known at the time of filing a suit.

## **§ 2 Services provided by the Research Centre Weihenstephan, conclusion of contract**

(1) Our offers are exclusively meant for clients being active in business, for public authorities and associations. We offer our clients the analysis of food and yeast samples as well as the provision of consulting and other services. The individual services are contained in the list of services, which the client can view and download in its current version on our website.

(2) Our offers are subject to change and non-binding. This shall also apply if we have provided the client with catalogs, technical documentation or records - also in electronic form - to which we reserve ownership and copyright.

(3) The commissioning of services by the client and/or the sending of samples for analysis shall be deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept the contract offer within 7 days of its receipt by us. Acceptance can be declared either in writing (e.g. by order confirmation) or by performing the agreed services or analyses.

(4) We can make the rendering of services dependent on the client making a reasonable advance payment. If the order includes only analyses, the advance payment can amount to 100% of the order value and must be made immediately after conclusion of the contract. In the case of consulting and other services, the advance payment shall normally amount to 50% of the order value plus the expected travel expenses.

(5) We shall be entitled to allow work and services to be performed by qualified subcontractors. In any case, however, we shall remain the contractual partner of the client.

### **§ 3 Duties of the client**

(1) The client undertakes to support our activities to the extent necessary. In particular, the client shall create free of charge all spatial and technical conditions of his business sphere that are necessary for the performance of the service. Insofar as we are deprived of the required reasonable prerequisites, the client shall pay separately for the waiting times that arise, which shall be documented in each individual case.

(2) Furthermore, the client shall ensure that all documents necessary for the performance of our services are submitted to us in good time, that we are provided with all information and that we are informed of all relevant processes and circumstances, even if these only become known during our activity. We can demand that the client confirms in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.

(3) At our request, the client will name a contact person who is responsible for all questions in connection with the performance of the commissioned services.

### **§ 4 Performance of analyses**

(1) The performance of analyses requires that the client has determined the scope and type of the desired analysis in accordance with our service specifications and that the sample quantity is sufficient and suitable for the tests to be performed. If the above conditions are not met, we will contact the client.

(2) Analysis orders received by us will be processed in the chronological order in which they are received.

(3) The client shall receive a test report for each sample tested. All results relate exclusively to the samples tested. We will send the test reports to the client by mail, fax or e-mail, as requested.

### **§ 5 Provision of services**

(1) If the object of the service is a consultancy or other service, the scope of the service, the procedure and the type of work results shall be defined by the written order agreement in conjunction with our service specifications. Changes, additions or extensions to the scope of services, the procedure and the type of work results require a written agreement.

(2) The period of performance shall be agreed individually or shall be specified by us upon acceptance of the order or commission. If we are unable to meet binding deadlines for

reasons for which we are not responsible, we shall inform the client immediately and at the same time inform him of the expected new performance and/or delivery deadline. The observance of agreed deadlines by us presupposes the fulfilment of the contractual obligations on the part of the client.

(3) The service has been rendered when the necessary analyses have been carried out and/or the necessary data have been collected, the resulting conclusions and recommendations have been worked out and explained to the client. It is irrelevant whether or when the client implements the conclusions or recommendations.

(4) In the case of contracts for work and services, the client is obliged to accept our performance on the agreed dates.

## **§ 6 Prices, expenses/travel expenses, value added tax**

(1) Our prices shall apply in accordance with the list of services applicable at the time of the order, unless otherwise contractually agreed.

(2) The travel expenses associated with the execution of an order shall be charged to the client in accordance with the Bavarian Travel Expenses Act. Air travel will be charged at business rates. Direct assumption of the travel costs in whole or in part by the client is possible. Other costs and expenses associated with the execution of an order will be invoiced to the client against proof.

(3) Unless otherwise stated, our prices are exclusive of the applicable value added tax. This tax will be shown separately on the invoice at the statutory rate on the day of invoicing.

## **§ 7 Terms of payment**

(1) Our invoices are due for payment without deduction within 4 weeks of the invoice date to the account specified by us.

(2) The invoice amounts are payable in Euro only, plus statutory duties and value added tax.

(3) The client shall only be entitled to offsetting if his possible counterclaims have been recognized by us or have been legally established. The client is only authorized to exercise a right of retention if his counterclaim is based on the same contractual relationship.

## **§ 8 Protection and use of the work results, secrecy**

(1) The reports, plans, drafts, lists and calculations prepared by us may only be used for the contractually agreed purposes. Any non-contractual use of these services, in particular their publication, requires our prior written consent, unless the publication is made in order to comply with statutory notification obligations. The above provisions shall also apply if the service provided is not subject to special legal rights, in particular copyright.

(2) We are entitled to use the work results for our own scientific evaluations and publications. In this case we are obliged to neutralize the results and to refrain from any reference to the client and his interests. Publications with mention of names are only permitted with the permission of the client.

(3) We are obligated to maintain secrecy about all matters and processes that come to our knowledge in the course of our work for the client, in particular business and trade secrets.

We shall impose the same obligation on any subcontractors we may employ. The obligation of secrecy also applies to the time after the end of the cooperation with the client.

## **§ 9 Liability**

(1) The statutory provisions shall apply to the rights of the client in the event of material defects and defects of title.

(2) Outside the liability for material defects and defects of title, we shall be liable without limitation if the cause of the damage is based on intent or gross negligence. We shall also be liable for the slightly negligent breach of material obligations (obligations whose breach puts the fulfilment of the purpose of the contract in jeopardy as well as for the breach of cardinal obligations (obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the client regularly relies), but in each case only for foreseeable damage typical of the contract. We shall not be liable for the slightly negligent breach of obligations other than the aforementioned obligations.

(3) The limitations of liability in the above paragraph shall not apply in the event of injury to life, body or health, for a defect after a guarantee has been given for the quality of the product and in the event of fraudulently concealed defects. Liability under the Product Liability Act shall remain unaffected.

(4) If our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

## **§ 10 Data protection notice**

(1) The client is aware and agrees that the personal data required for the execution of the contract will be stored by us on data carriers. In all data processing procedures (e.g. collection, processing and transmission) we proceed in accordance with the legal regulations according to Article 5 and Article 6 of the General Data Protection Regulation (GDPR). The client's data necessary for the business transaction will be stored and for the order processing and fulfillment of the order will only be passed on to service providers commissioned by us to the extent necessary. The stored personal data will of course be treated confidentially by us.

(2) The client has the right to revoke his consent at any time with effect for the future. We are then obliged to immediately delete the personal data of the client. In the case of ongoing business relations, the deletion will take place after termination.

(Status November 2020)



# **General Terms and Conditions of the Research Center Weihenstephan for the Sale of Brewing Yeasts and Starter Cultures for Beverage Production**

## **§ 1 General, Scope of Application**

(1) These General Terms and Conditions ("GTC") shall apply to all contracts with regard to the sale of yeast between the Research Center Weihenstephan for Brewing and Food Quality of the Technical University of Munich, Alte Akademie 3, 85354 Freising, Germany, as producer and seller (hereinafter also referred to as "we" or "us") and its buyers (also referred to as "customers"). The present General Terms and Conditions in their respective version shall also apply as a framework agreement for future contracts with the same buyers, without us having to refer to them again in each individual case.

(2) Our GTCs shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become an integral part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if we provide services or have goods delivered without reservation and being aware of the customer's terms and conditions. However, individual agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall take precedence over these General Terms and Conditions.

(3) Legally relevant declarations and notifications to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of withdrawal or reduction) must be in writing to be effective.

(4) These General Terms and Conditions and all legal relations between us and the customer shall be governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

(5) The place of jurisdiction is Freising, Germany, if the customer is a merchant or a legal entity under public law or a special fund under public law. The same shall apply if the customer does not have a place of general jurisdiction in Germany or if the place of residence or habitual abode is not known at the time the action is filed.

## **§ 2 Services of the Research Centre Weihenstephan, conclusion of contract**

(1) Our offers are meant with only few exceptions only for buyers being active in business, for public authorities and associations. We offer our customers high-quality yeasts and starter cultures for food production. The assortment is based on our product list, which can be viewed and downloaded on our website in its current version. We also produce yeasts and starter cultures based on individual specifications and customer-specific product samples stocked by us.

(2) Our offers are subject to change and non-binding. This shall also apply if we have provided the customer with catalogs, technical documentation or records - also in electronic form - to which we reserve ownership and copyrights.

(3) The submission of an order in writing or by telephone by the buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept the contract offer within 7 days of its receipt by us. Acceptance can be declared either in writing (e.g. by means of an order confirmation) or by executing the ordered delivery.

(4) Place of performance is Weihenstephan. At the request of the customer, we shall ship the goods to the place requested by the customer using suitable carriers.

### **§ 3 Duties of the customer**

(1) The customer undertakes to support our activities to the necessary extent. He shall create free of charge all spatial and technical prerequisites in his sphere of operation, in particular to be able to receive cooled goods and to continue to cool them professionally, unless they are immediately used in production. Upon receipt of the goods, they are to be examined for any quality defects; a yeast, for example, should be examined microscopically and the result documented. All possible defects or factual deviations from the order (e.g. the delivery of goods other than those ordered) must be reported immediately in writing.

(2) Furthermore, the customer shall ensure that all documents necessary for the execution of the order are submitted to us in good time, that we are provided with all information and that we are informed immediately of all relevant processes and circumstances, even if these only become known later. We may demand that the customer confirms in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.

(3) At our request, the customer shall name a contact person who shall be responsible for all questions in connection with the execution of the order.

### **§ 4 Prices, expenses/travel expenses, value added tax**

(1) Our prices shall apply in accordance with the list of services and products valid at the time of the order, unless otherwise contractually agreed.

(2) Packaging and freight costs will be calculated separately depending on the place of delivery or country and the desired delivery conditions and will be invoiced in detail additionally.

(3) Unless otherwise stated, our prices are exclusive of the applicable value added tax. This tax will be shown separately on the invoice at the statutory rate on the day of invoicing.

### **§ 5 Terms of payment**

(1) Our invoices are due for payment without deduction within 4 weeks of the invoice date to the account specified by us.

(2) The invoice amounts are payable in Euro only, plus statutory duties and value added tax.

(3) The customer shall only be entitled to offsetting if his possible counterclaims have been recognized by us or have been established as legally binding. The customer shall only be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

## **§ 6 Protection and use of the work results, secrecy**

(1) The reports, plans, drafts, lists and calculations prepared by us may only be used for the contractually agreed purposes. Any non-contractual use of these work products, in particular their publication, requires our prior written consent, unless the publication is made in order to comply with statutory notification obligations. The above provisions shall also apply if the product provided is not subject to special legal rights, in particular copyright.

(2) We are entitled to use the yeasts for our own scientific evaluations and publications. In this case, we are obliged to neutralize the results and to refrain from any reference to the customer and his interests. Publications with mention of names are only permitted with the consent of the customer.

(3) We shall be obliged to maintain secrecy about all matters and processes, in particular business and trade secrets, which come to our knowledge in the course of our work for the customer. We shall impose the same obligation on any sub-contractors we may use. The obligation to maintain secrecy shall also apply to the period after the end of the cooperation with the customer.

## **§ 7 Liability**

(1) The statutory provisions shall apply to the Customer's rights in the event of defects of quality and defects of title.

(2) Outside the liability for material defects and defects of title, we shall be liable without limitation if the cause of the damage is based on intent or gross negligence. We shall also be liable for the slightly negligent breach of material obligations (obligations whose breach puts the fulfilment of the purpose of the contract in jeopardy) as well as for the breach of cardinal obligations (obligations whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the customer regularly relies), but in each case only for the foreseeable damage typical of the contract. We shall not be liable for the slightly negligent breach of other obligations than the above obligations.

(3) The limitations of liability in the preceding paragraph shall not apply in the event of injury to life, body or health, for a defect after a guarantee has been given for the quality of the product, and in the event of defects which have been fraudulently concealed. Liability under the Product Liability Act shall remain unaffected.

(4) If our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.

## **§ 8 Data protection notice**

(1) The customer is aware and agrees that the personal data required for the execution of the contract will be stored by us on data carriers. In all data processing procedures (e.g. collection, processing and transmission) we proceed in accordance with the legal regulations according to Article 5 and Article 6 of the General Data Protection Regulation (GDPR).

The data of the customer necessary for the business transaction will be stored and disclosed to service providers commissioned by us for the order processing and order fulfillment only to the necessary extent. The stored personal data will of course be treated confidentially by us.

(2) The customer has the right to revoke his consent at any time with effect for the future. We are then obliged to immediately delete the personal data of the customer. In the case of ongoing business relations, the deletion will take place after termination.

(Status November 2020)