



Institut für Mineralölprodukte und Umweltanalytik Zivilt Techniker-GesmbH
I.M.U.

Terms of Service

January 2020

1. General

1.1. Corporate purpose:

1.2. The area of activity of IMU includes testing, investigation, measurement, inspection, advice, assessment, planning, research and development in the following areas: petroleum products, their substitution products, environmental analysis and other technical products.

2. Execution of orders

2.1. The scope of the IMU's work must be specified in writing or orally when the order is placed. IMU reserves the right to give an oral order confirmation.

2.2. All orders accepted by the IMU are carried out according to the recognized rules of technology, standards, guidelines, etc., unless otherwise agreed.

2.3. If certain activities are not carried out by IMU in the course of order processing, IMU reserves the right to pass these on to selected and appropriately qualified institutions. The assessment of the results of subcontracted work and the determination of compliance with requirements remain the responsibility of the IMU.

2.4. Should inevitable damage (e.g. corridor damage) arise in the course of the provision of services by the IMU, this will be borne by the AG.

2.5. Unless ordered separately in the order, the surfaces damaged by sampling will not be restored by the IMU.

2.6. IMU does not plan the services ordered (e.g. sampling etc.) until the client or the waste owner has commissioned and transmitted the required information.

2.7. All test results are only valid if they have been published in a test report signed by the IMU.

2.8. The test results relate exclusively to the test material / sample material examined.

2.9. Samples that are placed in food containers are transferred to suitable containers for safety reasons, even if this may change the composition of the sample.

3. Obligations of the client (AG)

3.1. The AG must provide the IMU with the information and objects (test material, documents, etc.) required to fulfill the contract free of charge and in good time. If this is not possible or not feasible, he must ensure that the test material to be examined is freely accessible to the IMU.

3.2. To the extent that examinations outside the IMU are necessary, the AG must provide access to the relevant locations. In particular, the AG must take all necessary precautions to protect third-party rights.

3.3. For the scope of the order and the fulfillment of the contract, official approvals, third-party consent, collection of any installations, etc. required must be obtained by the AG at his own expense and made available to the IMU. The AG assumes liability for damage to internals that may arise during excavation or drilling work.

3.4. If not ordered separately in the order, the IMU must be provided free of charge with secure access to the test points (scaffolding, lifting platform, fall protection, etc.) and / or the sampling point must be secured (signage, eventual tank blocks, etc.).

- 3.5. For services in the field of environmental analysis - unless otherwise agreed - digging and drilling are not included in the offer prices. It is assumed that sampling in the form of exploration prospects is possible and that the AG will provide a suitable digging device.
- 3.6. The test material provided by the customer must be removed, transported and handed over in the required quantity in accordance with the applicable standards, guidelines, etc. (including the "reserve quantity" if required).
- 3.7. The AG must ensure that samples to be examined are handed over in suitable containers (no food containers).

4. Liability for damage to the test material / liability of the AG

- 4.1. Samples generally remain the property of the AG and are to be taken back at the request of the IMU.
- 4.2. IMU is not liable for damage to the test material unless this is due to gross negligence for which it is responsible. In particular, it is not liable for damage that is typical or necessary for the execution of the examination or occurs during this.
- 4.3. The AG is liable for all damage caused by inadequate provision of the test material or a breach of its obligations in accordance with point 3 of the General Terms and Conditions and has to indemnify and hold harmless to IMU against claims by third parties.

5. Warranty / compensation

- 5.1. IMU guarantee only covers the services expressly commissioned and only the test material provided. If the test material is part of an overall system (e.g. high tank, ship cargo) or a series production, then the IMU assumes no liability for the functioning of the overall system or for certain properties of the products manufactured in series production, especially not over a longer period, provided these questions are not expressly the subjects of the order.
- 5.2. IMU is only liable for damage, except personal injury, in the case of grossly negligent behavior. Regardless of the title, the IMU is liable to the AG only if and to the extent that the AG can prove to the IMU that the damage was deliberate or grossly negligent in breach of contractual or legal obligations. Liability is limited to the replacement of damage that can be proven to be grossly negligent or willful, as well as directly as a result of performance. In any case, liability is limited to EUR 1 million.
- 5.3. Claims for compensation and similar claims can be made by a client within six months of becoming aware of the damage and the damaging party. If the injured party proves that he has not become aware of the damage within this period, he has a period of three years from the time of knowledge of the damage to assert claims for damages.
- 5.4. Claims for compensation in the event of slight negligence are excluded from an AG; this does not apply to personal injury.
- 5.5. If IMU uses a specific subcontractor at the request of the AG, it is not liable to its AG for the performance of the subcontractor.

6. Terms of payment / prices:

- 6.1. Invoices are due within 8 days of receiving the invoice.
- 6.2. Objections to the invoices submitted by IMU must be reported in writing and with a reason within 8 days after receipt of the invoice. If the IMU receives no written complaint from the AG within this period, the invoice is deemed to be recognized by the AG.

6.3. In the event of late payment, the AG undertakes to reimburse the debt enforcement costs of the Credit Protection Association in 1870 in accordance with the ordinance of the Federal Ministry for Economic Affairs on the fees of the debt collection agencies, Federal Law Gazette No. 1414/1996. In the event of non-payment, dunning fees of € 30.00 as well as default interest of 1% per month will be charged per dunning process. In addition to the reminder fees, the AG is obliged to pay all costs, expenses and cash expenses incurred by IMU in pursuing your claims, whatever title they result from.

6.4. IMU is entitled to withhold test reports until the fee has been paid in full.

6.5. All prices are based on the current basic fee for civil engineers (currently dated 1.1.2020) at € 86.84 / hour, and thus valorize once a year. With the publication, the IMU is automatically entitled to adjust the prices.

6.6. If IMU is hindered in its work when the journey is ordered (waiting time) and no alternative services are possible, the actual effort will be charged from half an hour.

7. Storage reserve sample

7.1. After fulfillment of the contract, IMU is entitled to store the test material (reserve sample) that is not required for carrying out the test for a reasonable period. There is no obligation to keep them.

7.2. In the field of mineral oil and "industrial products" and environmental analysis, the IMU retains reserve samples (if sufficiently available), unless otherwise required by law, up to max. 6 weeks after the creation of the test report at your own expense. Prerequisite is undamaged test material.

7.3. If the client needs longer storage of the "reserve sample", the client must announce this in good time and commission it separately.

7.4. If there is no contamination, the test goods are disposed of by the IMU.

8. Right of withdrawal

8.1. The IMU is entitled to withdraw from the contract:

- if timely fulfillment of the contract is impossible due to circumstances for which the AG is responsible,
- the AG does not fulfill its obligations to cooperate, in particular in accordance with point 3 and any obligation to make advance payments despite setting a grace period
- bankruptcy is opened over the assets of the AG or the opening of the bankruptcy is rejected due to a lack of cost-covering assets.

8.2. Declares IMU after 8.1. her withdrawal from the contract, she is entitled to reimbursement of all costs incurred up to this point.

9. Confidentiality / Copyright

9.1. Unless statutory reporting obligations conflict with the duty of confidentiality, IMU undertakes to keep the order confidential and the knowledge obtained in the execution of the order, in particular regarding operational and business matters of the AG, and to transfer this obligation to any vicarious agents.

9.2. IMU retains the copyrights to the expert reports, test results, calculations, etc. in front. IMU may keep copies of written documents which are provided by the IMU for inspection and which are important for the execution of the order.

9.3. The AG may only use the offers, test results, reports, analyzes, calculations, expert opinions, drawings, data carriers and the like created by IMU or by subcontractors commissioned by IMU for the purpose specified therein. These may be made available to third parties against payment or free of charge only in full wording under the name of the IMU. Liability towards third parties is not justified.

9.4. Telephone information will only be given with the consent of the client and after clear identification of the interlocutor, the information is provided without guarantee.

10. Place of jurisdiction, choice of law, final provision

10.1. The place of payment and performance is Vienna. The competent court in Vienna is responsible for all disputes arising from the contractual relationship - only Austrian law.