

General conditions of business

1. SCOPE OF VALIDITY

1.1 The legal relations of eco-**INSTITUT** Germany GmbH (hereinafter referred to as the “contractor”) to its customer are determined in accordance with the following contract conditions for commercial business transactions, and insofar as it is legal, also for business transactions with non-commercial persons.

1.2 Deviating conditions of business of the customer shall only become part of the agreement if the contractor recognizes them explicitly and in writing.

2. ORDER

2.1 The object of the contract is any type of valuator activity, that is, the determination of facts, representation of experience values, determination of causes, assessment and verification.

2.2 The subject and intended use of the valuation shall be specified in writing at the placement of the order.

2.3 The customer has been informed that the valuation which is created is a private valuation which cannot be used to dispute a valuation in a court ordered independent proof-securing process (§ 485 ff ZPO). In particular, the provision of a valuation by the contractor does not interrupt lapsing periods in the relations between the customer and third parties.

3. EXECUTION OF THE ORDER

3.1 The contractor shall carry out the order impartially and according to his best knowledge and conscience.

3.2 The contractor can only guarantee a specific form of success, particularly a result which is desired by the customer, within the framework of objective and impartial use of the expertise of the valuers who are active for the GmbH.

3.3 The contractor can carry out his valuation activities by assigning experts who work for him. Insofar as it is necessary or practical and the own responsibility of the experts remains unaffected, the contractor may use expert employees when preparing the valuation.

3.4 If the proper fulfillment of the order requires the involvement of experts from other disciplines, they are mandated by power of attorney for the customer.

3.5 Furthermore, in the process of executing the order, the contractor shall be entitled to carry out or have carried out, at the cost of the customer, the necessary and customary tests and examinations according to their duty-bound estimation, to obtain information, carry out investigations, undertake travel and viewings, take photos or make drawings or have photos taken or drawings made, without requiring specific consent from the customer. In the event that unintended investigations or such investigations which require excessive time or monetary expense in relation to the purpose of the valuation should become

necessary, the preceding consent of the customer shall be obtained. If it is shown in the course of an investigation that an analysis must be repeated for confirmation of found measurement results, or that the analysis procedure must be expanded to double determination, this shall not be deemed an unintended expense, nor shall it be deemed to be an expense which requires excessive time or monetary expense in relation to the purpose of the valuation.

3.6 If a deadline has been agreed upon for the completion of the valuation, this shall not be regarded as agreement to a fixed transaction.

3.7 The valuation to be provided by the contractor shall be provided to the customer in writing as a single copy, naming the expert who is responsible for its creation. Additional copies shall be billed separately.

3.8 After completion of the order and payment of the agreed-upon payment, the contractor shall store sample materials which are the property of the customer only at the customer’s risk, and with proper care. If the customer has not collected documents and samples which he provided (with the exception of samples which spoil easily and cannot be stabilized) six months after acceptance of the valuation, the contractor shall be freed of any and all liability.

4. CUSTOMER’S DUTIES

4.1 The customer may not give the expert any directions which might falsify the expert’s actual determinations or the results of the valuation.

4.2 The customer must ensure that the expert receives all information and documents which are required for the completion of the order free of charge and in a timely manner.

4.3 A customer who wishes to utilize the results of the valuation within the framework of a test is obligated to procure the sample material under his own responsibility, with selection of the sample material and shipping of the sample material.

5. EXPERT'S DUTY TO MAINTAIN SECRECY

5.1 The contractor is prohibited from disclosing, passing on to others or making use of facts or documents which were confidentially entrusted to him within the framework of his valuation activities or otherwise became known to him, without authorization. The duty to maintain secrecy includes all facts which are not readily evident, and extends beyond the duration of the contractual relationship.

5.2 This duty to maintain secrecy also applies to all employees employed in the contractor's business.

6. COPYRIGHT

6.1 Publication of the valuation or use by means of reproduction and distribution is permissible solely within the framework of the contractually determined purpose and while naming the contractor.

6.2 If the customer intends to point out the fact that individual products among his products were valued by the contractor in the course of his company advertisements, either by excerpts from present valuations or research reports, or by naming the contractor, this requires a preceding contractual agreement. If such an agreement was not made in the valuator's contract, even the use of the results of this valuation in excerpts / quotes, both in product advertising and in company advertising, is excluded.

7. PAYMENT – LATE PAYMENT

7.1 The agreed payment shall become due when the customer receives the valuation.

7.2 Payment directions, checks and bills are used only after special agreement and with calculation of all collection and account fees; they are accepted only in lieu of payment.

7.3 If payment conditions are not observed, the contractor is entitled to billing all payment claims immediately. This also applies if a check or bill is not covered by sufficient funds.

7.4 The customer can only settle against the contractor's claims if the customer's counterclaim is undisputed or a legally valid title is present. The customer may only exercise a right to retention insofar as it is based on claims which result from the closed agreement.

8. CANCELLATION

8.1 The customer and the contractor may cancel the agreement at any time for important reasons. The cancellation must be declared in writing.

8.2 Important reasons which entitle the customer to cancellation include, among other things, violation of the duty to provide objective, independent and impartial valuation.

8.3 Important reasons which entitle the contractor to cancellation include, among other things, refusal of the required participation by the customer, attempts by the customer to exercise non-permissible influence on the experts who are creating the valuation, the use of valuation findings and partial results outside the contractually determined purpose of the valuation, unapproved duplication of valuations, and if the contractor

determines after acceptance of the order that he lacks the expertise required to carry out the contract.

8.4 Cancellation of the contract is otherwise excluded.

8.5 If the contract is cancelled for an important reason for which the contractor is at fault, payment for partial services provided until the time of cancellation is due to the contractor only insofar as the results are objectively usable by the customer.

8.6 In all other cases, the contractor remains entitled to the full, contractually agreed payment, however with deduction of saved expenses. Insofar as the customer does not prove a higher share of costs saved by the contractor, the share shall be agreed as 40% of the payment for the services which have not yet been provided by the contractor.

9. EXCEEDING THE DEADLINE

9.1 If a deadline for delivery of the valuation is agreed upon between the contractor and the customer, it shall commence with the contract closure or the receipt of the samples on a laboratory working day. If the contractor requires documents from the customer to create the valuation, or the payment of an advance sum is agreed, the agreed period shall begin only after receipt of the documents or the advance payment.

9.2 The contractor shall be deemed to be late if he is responsible for delays in delivering the valuation. In the case of delivery obstacles for which he is not responsible, such as Force Majeure, illness, strike and lockout, which are based on an event for which he is not at fault and which lead to severe operation disturbances, delivery shall not be deemed to be late. In such cases, the delivery date shall be extended by the duration of the obstacles to the delivery, however by at least two months. If such delivery obstacles make it completely impossible for the customer to pay for the valuation, he shall be freed of his contractual obligations. In this case as well, the customer is not entitled to damage payments.

9.3 Aside from delivery, the customer can only claim replacement for damage caused by lateness if the contractor can be proven to have acted with intent or gross negligence.

10. GUARANTEE

10.1 The customer can initially claim no guarantee other than revision of a flawed valuation at no charge.

10.2 For this purpose, it is necessary to specify an additional delivery period of appropriate duration, but not less than the duration of the original delivery deadline.

10.3 If revision does not take place within an appropriate time or if revision fails, the customer can demand reversal of the contract ("Wandelung") or reduction of payment ("Minderung").

10.4 Flaws must be reported to the contractor in writing immediately after being determined; otherwise, the claim to a guarantee shall be null and void.

10.5 Claims due to insufficient services by the valuation shall expire after one year. The limitation period commences when the customer receives the valuation.

10.6 If promised characteristics are missing, the claim to damage payments shall remain unaffected.

11. LIABILITY

11.1 The contractor's liability is restricted to gross negligence and intent. Regardless of the degree of the flaw, the contractor shall be liable only for damages which are necessary for the fulfillment of the contract (cardinal duties) as well as injury to life, body or health.

For all damage which was not caused by intent or gross negligence, the damage claims are limited to foreseeable damages which are typical for the contract.

11.2 The limitation of liabilities includes any and all claims by the customer against the contractor, his employees, representatives, servants and aids from the valuation contract or its execution, regardless of what type of claim is involved. This includes any possible claims resulting from § 280 BGB and the customer's recourse claims as per § 426 BGB.

11.3 All claims - with the exception of claims due to injury of life, body or health, and/or in the event of damage caused due to gross negligence or intent - are limited in their amount to the insurance payment by the contractor's insurers, but no higher than - if an insurance is not obligated to pay - 50 000,- €.

12. PLACE OF FULFILLMENT AND LEGAL VENUE

12.1 The place of fulfillment is the headquarters of the contractor.

12.2 If the customer is a full merchant, juristic person of public law or special public law funds, the headquarters of the contractor shall be the sole legal venue.

12.3 If the customer has no general legal venue within the country, or has moved his residence or other usual location out of the country, or if his residence or usual location is not known at the time of the suit, the headquarters of the contractor shall likewise be deemed to be the legal venue.

12.4 The invalidity of individual regulations in this contract shall not affect the validity of the remaining regulations.

Cologne, dated 2015-03-12

eco-INSTITUT Germany GmbH

Note: This agreement has been translated from German into English. In case of any dispute, the authoritative version remains the German version

DATA PRIVACY STATEMENT

For 30 years eco-INSTITUT Germany GmbH has been cooperating with its customers, suppliers and employees in a fair and sustainable way. The responsible handling of your data is important to us and transparency our concern.

PURPOSE

If you collaborate with us we collect your personal data based on article 6 1b) DSGVO of the European law. We only gather personal data that are required and necessary to handle your requests. The data is encoded and protected. All stored data are subjected to a period of safekeeping of ten years due to our DIN EN ISO / IEC 17025 accreditation. At the end of the period your data will be deleted.

RIGHTS

At any time you have the right to free information about your stored personal data, their origin and recipient and the purpose of the data processing, as well as a right to correct, block or delete these data. For this purpose as well as for further questions on the subject of personal data you can always contact us at the following address:

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51063 Cologne
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Data Protection Commissioner Agnes Müller

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agnes.mueller@eco-institut.de

If you have the opinion that the processing of your data violates data protection law or if your data protection claims have otherwise been violated in any way, you can complain to the supervisory authority.

Landesbeauftragte für Datenschutz
und Informationsfreiheit Nordrhein-Westfalen

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We would like to explain to you what happens when you visit our website, for what purpose we collect which data and what happens with it.

We operate two websites:
www.eco-institut.de and www.eco-institut-label.de. On the website www.eco-institut.de we also run a blog.

In order to best protect your transmitted data, we use SSL encryption for our websites.

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SOCIAL MEDIA

We maintain online presence within social networks and platforms in order to communicate with customers, prospects and users active and to inform them about our services. When calling the respective networks and platforms, the terms and conditions and the data processing guidelines apply to their respective operators. To prevent data from simply being forwarded to social networks (Facebook, Twitter, Google +), we do not use social media plug-ins on our websites.

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If there is a cooperation during the contact, we store your data in accordance with our DIN EN ISO / IEC 17025 accreditation for 10 years.

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We offer you the opportunity to leave comments on individual blog posts. Leaving a comment will save the comment, the commenting time and your pseudonym. To track comments with illegal content, your IP address and e-mail address will also be saved. This is for our protection, otherwise we are responsible for the content. Your email address and your IP address will not be published. The comments and Data (mentioned below) is stored until the commented content is completely deleted or the comments need to be deleted.

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Cologne, dated 2018-09-07,
eco-INSTITUT Germany GmbH

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