

**General terms and conditions (GTC)
of Pharma scope[®] – Ing. Wolfgang Jöbstl (referred to as Pharma scope)**

1. Scope of application

- 1.1 The following terms and conditions of business shall apply to all orders transmitted electronically by Customers to Pharma scope and shall be acknowledged by the Customer with each order.
- 1.2 Deviating or supplementary terms shall only become an integral part of the agreement if their validity has been expressly agreed in writing. The reference to Customer's terms on its forms is hereby contradicted.

2. Quotation / conclusion of contract

- 2.1 All offers of Pharma scope, if not stated otherwise, are without engagement in terms of all quoted information including costs. Any variation between proposal and billing concerning costs shall be submitted in time and in writing to the Customer before billing and shall include all reasons for the variation.
- 2.2 In case of any differences regarding the contents between our order confirmation and Customer order, solely agreements of our order confirmation apply, if the Customer failed to object in time and prior to service delivery
- 2.3 Agreements, changes and amendments shall be submitted in writing.
- 2.4 If not stated otherwise, offers are valid for the duration of a 12 weeks period after issue date.

3. Order details

- 3.1 Nature and scale of the agreed service result from offer, order, contract, additionally given authorizations and the general terms and conditions.
- 3.2 Changes and additions of the order require our acknowledgement in writing to become subject to current or future contractual relationship. Travel costs resulting from delayed notification in change of appointment will be charged to Customers account.
- 3.3 We take no responsibility for any information supplied, regarding actuality, correctness, integrity or quality. Liability claims regarding Pharma scope concerning physical or ideal damage as a result of the use or disuse of supplied information are strictly excluded unless there is evidence or wilful intent or gross negligence on our part.
- 3.4 We pledge ourselves to correct and professional performance of each contract in respect of commonly accepted engineering rules and principle of economy.

4. Rights and duties in case of commissioning

- 4.1 Our test personnel will reject instructions given by the contracting party if this implies content incorrectness of the test report.
- 4.2 Pharma scope is authorized to perform travels and inspections, to attempt all analysis and tests and make or have made any drawings, pictures, etc, relevant for completion of the contract without special acknowledgement of the Customer.
- 4.3 Customer cooperation: The Customer is obligated to support our test personnel and furthermore provide fundamental information and all required documentation or information necessary for completion of contract in time and without any charge. Our test personnel shall be informed in time by the Customer regarding any procedures and incidents which might be vital for submission and content of the test report without special request on our part.
- 4.4 Pharma scope is entitled to consult authorised and qualified departments if necessary for completion of contract. Pharma scope is not entitled to inform the Customer in writing about this intention in order to grant the Customer the chance to object our third party assignment within 5 workdays or propose another supplier.
- 4.5 If necessary for completion of their task, our test personnel is authorised to consult qualified assistants.
- 4.6 Consulting of experts or additional testing institutes/companies require the approval of the Customer. The commissioning will be on account of the Customer. Pharma scope shall not be held responsible for any actions or conclusions of consulted experts or testing institutes/companies. Pharma scope takes no responsibility for any application of resulting conclusions.
- 4.7 Any variation to the scope or place of testing, as well as any change of date are to be announced in time by the Customer. Travel costs resulting from delayed notification in change of appointment will be charged to Customers account.

5. Limitation of liability

- 5.1 Pharma scope shall perform services with all care expected from a qualified contractor.
- 5.2 Warranty claims are to be requested only by stating the defects in a registered letter within 14 days after disposal of full or partial performance.
- 5.3 The Customer may demand remedy of defects if caused by the contractor.
- 5.4 We only assume liability up to the amount of the complete contract.
- 5.5 A demand for a conversion or reduction of price is not applicable.

6. Right of revocation

- 6.1 A contract may only be revoked if an important, probable cause is present.
- 6.2 Any delay on the part of the Customer regarding partial performance or agreed cooperation, which prevents or considerably encumbers Pharma scope in completion of the contract, immediately entitles Pharma scope to withdraw from the contract.
- 6.3 If Pharma scope is entitled to withdraw from the contract, or in case of unjustified withdrawal on part of the Customer, Pharma scope reserves the right for all occurred accounts until date of withdrawal.
- 6.4 Exceptions: force majeure, industrial disputes or natural disasters release the Customer and the Contractor from the contract, or allow a mutual reassessment of agreed services.

7. Payment / Retention of title

- 7.1 Accounting will be made immediately after completion of the contract or in case of contracts with a duration of more than 1 month accounting shall be made by the end of the month using the last valid hourly rates.
If necessary Pharma scope reserves the right to raise partial invoice after conducted services. The closing invoice will be submitted after dispatch of final documentation [Test report(s)].
In this case we will send the documentation immediately after remitting the according partial invoice amounts to our account.
- 7.2 All accounts are issued in EURO and include Austrian VAT rates.
- 7.3 In this case actions were performed in foreign countries the tax liability is shifted to the Customer.
- 7.4 If not stated otherwise the invoice amount is to be remitted without deduction of expenses within 30 days after the day of issue.
If the credit period is exceeded, we will account 12% default interest of the total net amount after a single payment reminder.
Thereafter the open invoice amount will be enforced a claim by legal action.
- 7.5 Any compensation with considerations, for any reason, is not applicable.
- 7.6 Until receipt of complete payment, including test reports, attachments and data modules, Pharma scope reserves title to all objects.

8. Working time (billing)

- 8.1 Our standard working hours are Monday to Thursday from 8:00 till 18:00 and Friday from 8:00 till 14:00. Beyond this times additional bonuses will be charged as stated below. They also apply for travel times.

| Text | Time | additional charge |
|---|---------------|-------------------|
| Weekdays (Monday - Thursday) | 06:00 – 08:00 | + 25 % |
| | 18:00 – 20:00 | |
| Weekdays (Friday) | 06:00 – 08:00 | + 25 % |
| | 14:00 – 20:00 | |
| Night hours (excluding Saturday, Sunday, holiday) | 20:00 – 22:00 | + 50 % |
| | 22:00 – 24:00 | + 75 % |
| Saturday | 08:00 – 14:00 | + 75 % |
| Sunday and holidays | 08:00 – 14:00 | + 100 % |

If different working hours are required special premium rates are to be agreed

- 8.2 If the Customer requires special haste for the execution of the contract or parts of it, an additional urgency surcharge will be added.

9. Confidentiality

- 9.1 Pharma scope is obligated to confidentially treat all information and documents submitted by the Customer.
- 9.2 Furthermore Pharma scope is sworn to secrecy for all tests and inspections done, if and as long as the Customer has justified interests.
- 9.3 This duty to observe secrecy covers all obvious facts.

10. Data protection

- 10.1 All documents owned by Pharma scope, such as drawings, test reports, pictures, data mediums, technical documentations, instruction material, handouts and similar are intellectual property of Pharma scope.
- 10.2 Any reproduction, whole or partial publications, or any relay to a third party is only permitted if confirmed in writing by Pharma scope.
- 10.3 Any adoption of layouts (e.g. reporting and journal system) of Pharma scope is not permitted.
- 10.4 Pharma scope reserves the right to subject any violation or disregard to a civil and/or criminal prosecution.

11. Place of jurisdiction – Place of performance – Applicable law

- 11.1 The laws of the federal republic of Austria shall apply for all contracts between Pharma scope and the Customer.
- 11.2 All disputes concerning the contract will be submitted to the federal jurisdiction of BG Wiener Neustadt.

In case parts of the general terms and conditions are incomplete or invalid, all other conditions remain valid and applicable.