



General terms and conditions

(updated 1st September, 2025)

1. Principles

It is the business of the Zentrum für Glas- und Umweltanalytik GmbH (ZGU) to provide as a service independent analysis of materials, especially of glass and the raw materials of glass.

The following terms and conditions apply in principle to all the ZGU services and the associated business procedures contractually agreed between ZGU and its customers or service commissioners. Activities excepted from these terms and conditions are those for which different conditions have been agreed in advance in writing.

2. Service procedure

- 1) On receipt of an inquiry and the appropriate request from the customer ZGU will prepare a price quotation. The content of this quotation will be dependent on the information and instructions provided by the customer. The choice of necessary processing steps will be made by ZGU in accordance with recognized laws of technology. The duration of the validity of the price quotation will be stated where necessary.
- 2) A confirmation of order must be given in writing by the customer. ZGU will be the deciding party if as to whether an order given orally is accepted. The order must contain a clear formulation of the commission, full details of all technical and administrative information necessary, the address of the service recipient and, if this is not the same, the address for the invoice. In the case of analyses for which time is of the essence, the deadline must be stated. It must be clear from the content or form of the commission which employee of the customer is authorised to commission the work or any succeeding instructions. ZGU accepts no liability for errors arising from incomplete or incorrect information provided by the customer.
- 3) Where requested, or where the nature of the commission requires it, ZGU will send a

written confirmation of acceptance of the order. This document may confirm deadlines if these have been agreed in advance of its sending.

- 4) ZGU shall be entitled to commission sub-contractors (to assist in fulfilment of the commission) if such is necessary for technical or staffing reasons. Information essential to their work in fulfilling the commission may be passed on to such sub-contractors.
- 5) Supply of samples shall be made at the customer's expense and risk; the customer shall also be responsible for appropriate, secure packaging. ZGU's services will be carried out in the manner ZGU considers appropriate to the commission.
- 6) The customer will have exclusive right to the receipt of the analysis or other service outcomes. Any sharing of the outcomes with third parties (by ZGU) will take place only with the customer's express permission. By giving such permission the customer will release the ZGU from all confidentiality obligations vis à vis the approved recipient which may have been separately agreed. The analysis or other service outcomes will normally be provided in the form of a written inspection report (hard copy with original signature). The sending of the outcomes in advance by email or fax is permitted but, in this event, ZGU accepts no responsibility for the security of the data transfer.
- 7) When the service has been provided, any remaining sample materials will be conserved at ZGU for an appropriate period, usually for one year. At the end of the period, ZGU shall be entitled to dispose appropriately of these materials without further permission from the customer. If during the period the customer requests return of the material, transport costs shall be borne by the customer.
- 8) ZGU shall not be liable for failure to meet agreed deadlines if the cause is beyond ZGU's control, for example omissions on the part of the customer, delay in the transport of samples, etc.



- 9) If the customer applies terms and conditions of business or purchasing, these will have legal force only if ZGU has agreed to them in writing (for instance in the confirmation of order).
- 10) Cancellation of services: If the execution of a commission in the manner agreed is prevented by the customer's failure to cooperate or the customer's filing for insolvency, ZGU shall be entitled to cancel or cease any further work on the commission.

3. Customers' duty of cooperation

Customers are responsible for:

- 1) supplying all information necessary to the provision of the service commissioned in due time and in full.
- 2) ensuring that ZGU staff have access in the case of on-site tasks, supporting the ZGU staff as necessary by assigning personnel, and securing all health and safety aspects of the tasks.
- 3) informing the ZGU staff of all known or calculable risks and dangers which could arise from the sample material. The customer will be liable for all damage from dangerous material, also where this affects third parties, if insufficient or untimely information has been given in respect of the danger or if damage arises from unsuitable packaging.
- 4) fulfilling all obligations towards third parties under the law. In particular, it is the customer's sole responsibility to protect the intellectual property of third parties.

4. Prices, Payment

- 1) In general, the prices will be those in the current price list which can be provided on request. Packaging and the return of analysis or other samples will be charged for separately.
- 2) If additional unexpected expense arises, the customer will be informed by ZGU before more work is done, so that he or she can make the decision as to whether or not the work

should continue. ZGU will be entitled to invoice for any additional costs necessary to the completion of the commission.

- 3) The customer will receive an invoice on completion of the work involved in the commission. Payment will be due within 10 calendar days from the date of invoice, or, if there has been a separate agreement, the payment conditions will be stated on the invoice. Arrears of payment attract the interest laid down in German law. Offsets will be permitted only in the case of claims which have been legally determined.

5. Liability

- 1) It is the customer's sole responsibility to draw conclusions from the information in and accompanying the inspection report and to act thereon. No liability will accrue to ZGU from the information, particularly if the report is based upon incomplete or incorrect details provided by the customer.
- 2) ZGU will bear no liability for damage or loss on the part of the customer unless such has been caused by intentional or grossly negligent actions on the part of ZGU or its staff. In such a case the liability will be exclusively in respect of a strictly delimited commission in the context of which the damage or loss has been caused. The sum for which ZGU is liable will never exceed ten times the sum agreed in advance for the commission, with an absolute maximum of 10,000 Euro.
- 3) ZGU will not be liable for an indirect or consequential damage, particularly from loss of profit, interruption of business, loss of business opportunities, reduction in the value of the enterprise or costs associated with claims arising from product liability.
- 4) In no way is liability accepted for services which are overdue, incomplete or omitted unless such omissions are attributable to ZGU's actions.
- 5) Claims for damages will be made within 30 days of the time when the circumstances of the damage are perceived. Any claims for damages arising from a breach of obligations



on the part of ZGU shall lapse after 12 months, counting from the start of the period of limitation as laid down in German law.

after prior written agreement on the part of ZGU.

6. Preservation of industrial or commercial secrets, copyright laws

- 1) The commissioning of ZGU and/or ZGU's confirmation of acceptance of a commission presupposes in every case that both sides agree to treat all industrial or commercial secrets which are communicated to the other side in association with the commission as confidential.
- 2) ZGU hereby lays claim to its intellectual property rights in respect of all methods of analysis, all measurements, all instrumentation and technical arrangements developed by ZGU itself, except in cases where the development has taken place exclusively at the behest of the customer.
- 3) Copyright in respect of all inspection reports or other results provided in writing or in digital form by ZGU will rest exclusively with ZGU. The customer will not be permitted to make alterations to these results, particularly if such alterations would lead to a different interpretation of the results. In exceptional cases, ZGU may give written permission for alterations. In such a case there will be no modification of the basic conclusion stated in the report.

7. Miscellaneous

- 1) If one or more of these terms and conditions should in part or in whole prove to be invalid or incapable of execution, the validity or capability of execution of the remaining terms will be unaffected.
- 2) While the commission is being executed and for a period for one year thereafter, the customer will not be permitted to employ staff of ZGU directly or indirectly, or to attempt in any way so to do.
- 3) Use of ZGU's name or logo for any kind of advertising purpose will be permitted only

8. Applicable law, place for hearings

The laws applied and interpreted in respect of any disputes arising out of or in connection with services commissioned under these terms and conditions will be those of the Federal Republic of Germany, to the exclusion of private international law. The place for all hearings will be Arnstadt.