

RDA Scientific Consultants GmbH

General Terms and Conditions (GTD)

§ 1 Scope of Application

The legal relationships between RDA Scientific Consultants GmbH and its customers are defined by the following terms and conditions.

Deviating terms and conditions from the customer may only become part of this contract if they were accepted in writing by RDA Scientific Consultants GmbH.

The written form requirement also applies to the annulment of and deviations from the written form requirement. If the customer is neither a merchant nor a legal entity or a special fund under public law, in place of the foregoing GTD the requirements of legal provisions shall apply.

§ 2 Conclusion of Contract

RDA Scientific Consultants GmbH provides its services in particular in context of giving an expert opinion related to the assessment of food, consumer goods, feed, additives, cosmetics as well as their labelling and issuing of certificates and scientific reports based on expert knowledge ("services").

A contract to provide services is concluded upon confirmation of order either by telephone or verbally or in written form by RDA Scientific Consultants GmbH. The order confirmation can also be rendered via e-mail.

§ 3 Provision of Services

Services by RDA Scientific Consultants GmbH are carried out impartially and to the best of their knowledge and in belief.

RDA Scientific Consultants GmbH is authorized to delegate services in full or partially to subcontractors. The customer agrees that RDA provides and discloses all information to subcontractors which is necessary for the performance of the services. The subcontractor itself is obligated to secrecy by RDA Scientific Consultants GmbH, if necessary by existing non-disclosure agreements with the customer.

RDA Scientific Consultants GmbH provides their reports to their clients in electronic form (by email) unless it is expressly agreed to send them by mail.

§ 4 Obligations of the Customer

The customer shall ensure that all disclosures and documents, necessary for the execution of the order are made available to the RDA Scientific Consultants GmbH free of charge and on time.

The use of expert opinions, in particular their publishing, reproduction, and dissemination is only permitted within the framework of the contractually defined usage and with explicit mention of to the RDA Scientific Consultants GmbH by name.

Expert opinions/ prepared by RDA Scientific Consultants GmbH shall only be used by the customer for the agreed purpose between the contracting parties and only after full payment. The customer is prohibited to modify, supplement or use reports in other manner, even only as excerpts. A Transfer of documents to third parties is permissible only if and so far as being in compliance with the purpose of the contract or as expressly agreed on.

§ 5 Reference purposes/Reference Advertising

The customer agrees that RDA Scientific Consultants GmbH may use its name for reference purposes. RDA Scientific Consultants GmbH is entitled to use the customer's name as a reference customer as well as his logo or brand in a reference list.

Furthermore reference projects which were realized with the customer may also be shown in the information media by RDA Scientific Consultants GmbH. The customer may object the aforementioned marketing communications with its name and/or logo at any time in written form.

§ 6 Place of Fulfillment

The place of performance is the registered seat of the RDA Scientific Consultants GmbH, Munich.

§ 7 Remuneration /Payment conditions

The RDA Scientific Consultants GmbH has the right to payment of a remuneration for its services. The prices are usually calculated on a project-related basis.

Otherwise RDA Scientific Consultants GmbH shall be remunerated according to the workload.

The current fee rates of RDA Scientific Consultants GmbH are valid. All prices include current VAT.

Besides, all expenses in particular travel costs, costs for literature research, official fees and laboratory analysis etc. shall be reimbursed by the customer.

Remuneration is due for payment, unless otherwise agreed upon, when the customer is given access to the service (for example scientific opinion or expert reports).

The customer will receive an invoice for the remuneration to be paid. The invoice amount is due at latest 10 days after the receipt of the invoice to be debited or credited to equity to the account stipulated in the invoice. Subsequent to the deadline mentioned above, the customer defaults.

§ 8 Protection of Intellectual Property

The results of the services and other information by RDA Scientific Consultants GmbH may only be used for direct and internal purposes. The use of the results for publicity purposes requires the express with written consent of RDA Scientific Consultants GmbH. All proprietary rights on the rendered services especially copyrights remain entirely with RDA Scientific Consultants GmbH.

§ 9 Final Clauses

German law shall exclusively be applicable under exclusion of renvoi and the Convention on the International Sale of Goods (CISG). Place of jurisdiction for all disputes between RDA Scientific Consultants GmbH and customer is Munich.

RDA Scientific Consultants GmbH reserves the right to change these GTD at any time. The edition of the GTD, valid at the time of the finalization of the contract, shall be applicable.

If individual provisions of the Agreement are or become invalid or contain loopholes, this will not affect the remaining provisions. Instead of the invalid provisions and loopholes the legal provisions shall apply.

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