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General Terms and Conditions (GTC) of Viro Vet Diagnostik GmbH

§ 1 Scope of Application

The legal relationships of Viro Vet Diagnostik GmbH with its client are governed by the following terms and conditions.

Deviating terms and conditions of the client, which we do not expressly acknowledge in writing, are not binding on us, even if we do not expressly contradict them.

§ 2 Assignment

The placing of an order with Viro Vet Diagnostik GmbH must always be in writing. This also applies to later additions and changes of any kind. Information provided orally and by telephone is always non-binding.

The assessments, tests and other services to be carried out by Viro Vet Diagnostik GmbH must be precisely defined according to their subject matter and intended use when the order is placed, as well as the regulations on the storage / return or disposal of the objects / test items / test equipment to be tested (samples, parts, components or similar).

§ 3 Execution of the order

All tests and other services are carried out by Viro Vet Diagnostik GmbH in accordance with the specified standards or regulations or in accordance with the general state of the art and rules of technology within the framework of an objective and impartial application of its expertise. The Client can satisfy himself of the contractual execution at any time by providing information to be provided by Viro Vet Diagnostik GmbH or by being present at the performance of the tests.

The objects / test items / test equipment (samples, parts, components or similar) to be tested must be delivered carriage free of charge to Viro Vet Diagnostik GmbH, Schubertstraße 81, 35392 Gießen, Germany. Procurement and transport shall in any case be at the expense and risk of the Client.

Viro Vet Diagnostik GmbH can freely dispose of the test material / test equipment required for an inspection (samples, parts, components or similar) as required, unless otherwise agreed in writing.

Viro Vet Diagnostik GmbH usually fulfills its mission in the laboratory area with its own personnel and material resources. Otherwise, Viro Vet Diagnostik GmbH is entitled to carry out or have carried out the necessary and customary examinations and searches at its dutiful discretion for the processing of the order at the Client's expense, without the need for the Client's special consent, insofar as these are not activities within the scope of accreditation as a testing laboratory in accordance with DIN EN 17025:2017. Insofar as unforeseen or disproportionately time-consuming and costly investigations are necessary in relation to the purpose of the contract, the prior consent of the Client shall be obtained.

With regard to the requirements of DIN EN ISO 17025:2017, Viro Vet Diagnostik GmbH prepares shortened reports of findings. The findings do not list the standard operating procedures used and their output stock or issue date. The above information can be provided on request.

§ 4 Deadlines

The order will be carried out by Viro Vet Diagnostik GmbH within an agreed period of time. The period for delivery of the service begins with the conclusion of the contract or after receipt of the order and the objects / test items / test equipment to be tested (samples, parts, components or similar).

As part of routine testing investigations, Viro Vet Diagnostik GmbH strives to process orders within 15 working days.

If Viro Vet Diagnostik GmbH requires documents from the Client for the provision of the service, the period shall not begin to run until receipt of these documents. If the delivery date is exceeded, the Client may only withdraw from the contract or claim damages in the event of default in performance by Viro Vet Diagnostik GmbH or the impossibility for which Viro Vet Diagnostik GmbH is responsible.

Viro Vet Diagnostik GmbH is only in default if it is responsible for the prevention of its performance. In the event of impediments to performance that are not attributable and are based on an event through no fault of their own and lead to serious operational disruptions, such as cases of force majeure, illness, strikes and lockouts, there is no delay in delivery. The delivery period shall be extended accordingly, and the Client shall not be able to derive any claims for damages from this. If such obstacles make it completely impossible for Viro Vet Diagnostik GmbH to provide services, it will be released from its contractual obligations. In this case, too, the client is not entitled to compensation.

In addition to deliveries, the customer can only claim compensation for delay if Viro Vet Diagnostik GmbH can prove intent or gross negligence.

The order shall be fulfilled upon dispatch of the written result of the order by post or electronically.

§ 5 Obligations of the Client to Cooperate

The Client shall ensure that Viro Vet Diagnostik GmbH receives all information and documents necessary for the execution of the order free of charge and in good time.

Viro Vet Diagnostik GmbH must be informed of all events and circumstances that may be recognizably significant for the execution of the order in good time and without special request.

§ 6 Remuneration and Payment

The prices and agreements agreed in writing between the client and Viro Vet Diagnostik GmbH apply. Any change must be made in writing.

The services are calculated on the basis of the offers prepared by Viro Vet Diagnostik GmbH and the scope of services.

If contracts are concluded for the services, the agreements made there apply.

Viro Vet Diagnostik GmbH will issue an invoice with the submission of the test results (examinations, expert opinions, consultations and other services).

The remuneration is due in accordance with the agreement and accounting. All prices are subject to VAT.

Additional administrative expenses, e.g. for the preparation of offers, invoicing, sample management, documentation or multiple and new issuances of test or test certificates.

Examination reports without fault on the part of Viro Vet Diagnostik GmbH will be invoiced separately.

For activities outside business hours, surcharges of 50% of the respective price will be charged.

If the Client cancels the order after placing the order and receiving the order confirmation from the Contractor, the services provided up to that point will be invoiced by the Contractor.

The Client may only offset undisputed or legally established claims against the price claims made by Viro Vet Diagnostik GmbH.

The Client may withhold payment of the service due to material defects until Viro Vet Diagnostik GmbH has decided on the justification of the complaints of defects; beyond that, only if the client provides sufficient security.

The Client may not withhold payment of the service due to notices of defects arising from a contract other than the one from which the price claim originates.

Failure to comply with payment terms or circumstances that call into question the creditworthiness of the client will result in an immediate maturity of all claims of Viro Vet Diagnostik GmbH. In these cases, Viro Vet Diagnostik GmbH is entitled to withdraw from the contract after a reasonable grace period or to demand compensation for non-performance. The same shall apply in the event of non-cashing of bills of exchange or cheques, suspension of payments, bankruptcy or seeking a settlement by the Client.

The Client may only offset counterclaims of Viro Vet Diagnostik GmbH if the Client's counterclaim is undisputed or if there is a legally binding title. The Client may only assert a right of retention if it is based on claims arising from the concluded contract.

§ 7 Retention periods

Unless special retention periods are specified by the client and agreed in writing, or if there are requirements on the part of the legislator, the following regulations apply:

Technical records (test reports, test results, test reports, etc.) are archived by Viro Vet Diagnostik GmbH for a period of 10 years after completion and their transmission to the client.

After completion of the order-related work, the test objects / test items / test equipment (samples, parts, components or similar) are disposed of without further information to the client.

Viro Vet Diagnostik GmbH arranges for proper disposal on behalf of the customer. The costs incurred by disposal are part of the contract costs.

At the request of the customer, the test items / test items / test equipment (samples, parts, components or similar) can be returned. This must be communicated in writing before the start of the inspection. If the Client has agreed to return the objects/test items/test equipment (samples, parts, components, etc.) with Viro Vet Diagnostik GmbH, the return will be made by Viro Vet Diagnostik GmbH freight collect or against invoicing of the shipping costs to the Client.

§ 8 Confidentiality

Viro Vet Diagnostik GmbH is subject to confidentiality. The duty of secrecy covers all non-obvious facts.

The duty of confidentiality also applies to all persons working in the company.

Within the framework of the order, Viro Vet Diagnostik GmbH may continue to use scientific methods and procedures developed by Viro Vet Diagnostik GmbH free of charge (for its own purposes).

Unless otherwise agreed, Viro Vet Diagnostik GmbH is entitled to use results from test orders in a scientifically customary manner without naming the client and test specimen.

Test reports (examinations, expert opinions, etc.) may only be published – even in excerpts – with the written permission of Viro Vet Diagnostik GmbH.

§ 9 Termination

The client and Viro Vet Diagnostik GmbH may terminate the contract at any time for good cause. The termination must be declared in writing.

Important reasons that entitle Viro Vet Diagnostik GmbH to terminate the contract include, among other things, refusal of the necessary cooperation of the client; if the client is in default of debtor or in financial decline; if, after accepting the order, Viro Vet Diagnostik GmbH determines that it lacks the expertise necessary for the execution of the order.

In all other respects, termination of the contract is excluded or must be stipulated in writing when the order is placed.

If the contract is terminated for good cause for which Viro Vet Diagnostik GmbH is responsible, Viro Vet Diagnostik GmbH shall only be entitled to remuneration for the partial service rendered up to the time of termination to the extent that it can be objectively exploited by the Client.

In all other cases, Viro Vet Diagnostik GmbH retains the right to the contractually agreed fee, but after deduction of saved expenses.

§ 10 Warranty

Viro Vet Diagnostik GmbH guarantees the execution of the work in accordance with these General Terms and Conditions as well as the individual agreements in the written contract on the basis of the scientific and technical knowledge available to it.

As a guarantee, the client can only demand the free rectification of a defective service.

If the repair is not carried out within a reasonable period of time or if the repair fails three times, the Client may demand the rescission of the contract (conversion) or a reduction of the agreed remuneration (reduction).

Defects must be reported to Viro Vet Diagnostik GmbH in writing immediately after discovery. The limitation period for claims for warranty against Viro Vet Diagnostik GmbH is 6 months, starting from the handover of the test results, expert opinion or similar by Viro Vet Diagnostik GmbH.

In the absence of guaranteed properties, a claim for damages remains unaffected.

§ 11 Liability

Viro Vet Diagnostik GmbH is only liable for damages – regardless of the legal basis – if Viro Vet Diagnostik GmbH or its employees have caused the damage intentionally or through gross negligence due to defective execution of the order. All claims for damages beyond this are excluded. This also applies to damage caused by repairs.

Claims for damages that are not subject to the short limitation period of § 638 BGB expire after three years. The limitation period begins with the receipt of the test results (examinations, consultations and other services) from Viro Vet Diagnostik GmbH by the client.

In any case, liability is limited to the amount of the order value.

§ 12 Place of Performance and Place of Jurisdiction

The place of performance is the registered office of Viro Vet Diagnostik GmbH.

If the client is a registered merchant, a legal entity under public law or a special fund under public law, the headquarters of Viro Vet Diagnostik GmbH shall be the exclusive place of jurisdiction.

The same place of jurisdiction as above applies if the client does not have a general place of jurisdiction in Germany, if he moves his domicile or habitual place of residence out of Germany after the conclusion of the contract, or if his domicile or habitual abode is not known at the time the action is filed.

§ 13 Miscellaneous

Any invalid provisions of these Terms and Conditions shall not affect the provisions of these Terms and Conditions as a whole. Should provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provisions or to fill a gap, an appropriate regulation must be agreed which, as far as legally permissible, comes closest to what the parties would have wanted, provided that they had considered this point.