

General Terms and Conditions of testxchange GmbH

1. General, Scope

- 1.1 These General Terms and Conditions shall apply to the use of the online marketplace platform (hereinafter called 'Marketplace') for industrial tests (hereinafter altogether called 'Test Products') operated by the testxchange GmbH, Wilhelm-Kabus-Str 42-44, 10829 Berlin, Germany (hereinafter called 'testxchange') under the domains testxchange.com and testxchange.de by a user (hereinafter 'User') and for the brokering by testxchange of contracts about Test Products between the Users.
- 1.2 The Marketplace is meant to be used exclusively by Users who are business clients. A business client means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of his or its trade, business or profession.
- 1.3 These General Terms and Conditions shall apply exclusively. Conflicting or deviating or supplemental terms and conditions of the User shall not be part of the contract and will not be acknowledged, unless testxchange expressly agrees to the applicability of such. This shall apply even if testxchange performs its services without any reservations despite being aware of the conflicting or deviating terms and conditions of the User.
- 1.4 These General Terms and Conditions do not apply to contracts about Test Products which Users conclude with each other.

2. testxchange Role and Services and Conclusion of Contracts about Test Products

- 2.1 The Marketplace is a brokering platform for contracts about Test Products between business clients. Users who offer Test Products, in particular test labs, are hereinafter called 'Contractor', and Users who are interested in purchasing such products, 'Customer'.
- 2.2 testxchange provides a comprehensive database of Contractors offering Test Products on the Marketplace. This database enables Customers to find a Contractor offering Test Products tailored to their needs through a structured search function.
- 2.3 When a Customer wants to contact a Contractor, he can send a test request via the contact form provided on the Marketplace which will then be made available by testxchange to the Contractor or Contractors. The communication of the test request to a particular Contractor depends upon this Contractor already being registered on the Marketplace, or registering upon the Customer's request. If the test request of a Customer cannot be brokered, testxchange is not obliged to inform the Customer about this fact.

- 2.4 The further negotiation of terms and eventual awarding of a contract shall take place directly between Customer and Contractor. testxchange will not be a contractual party to any agreement between the Customer and Contractor about Test Products.

3. Access, Availability and Operation

- 3.1 Using the Marketplace requires the User to have Internet access. Calling up and using the Marketplace may entail costs and expenses regarding the internet connection and data transfer charged by the User's telecom provider which shall be solely borne by the User.
- 3.2 testxchange may modify and adapt the content of its services, in particular of the Marketplace provided and especially in the case of progress of technology, user interface or content
- 3.3 testxchange may cease to provide the service at any time, subject to the terms regarding the notice of termination set forth in section 5.1.
- 3.4 testxchange strives to provide access to the service for all Users 24 hours a day, 7 days a week. Temporary operational interruptions due to standard maintenance and inherent disruptions of the internet due to third party providers or third party network operators as well as instances of force majeure are possible. Therefore, Users do not have a claim to have uninterrupted access at all times. No particular availability is warranted to the User.

4. Registration and User Account

- 4.1 Contractors can register on the Marketplace. In case a profile for the Contractor has not already been set up by testxchange, it is necessary for the Contractor to register himself or herself for testxchange to forward requests by Customers to him or her.
- 4.2 For the purpose of registration, the Contractor needs to fill in the online form provided completely and truthfully. testxchange reserves the right to reject registrations without giving reasons.
- 4.3 After successful registration the Contractor will receive an email from testxchange with information about accessing his or her User account. The Contractor must keep his or her access data confidential and protect it against misuse by third parties. As a matter of principle, Contractors are responsible for all activities that take place through their User account. The Contractor shall inform testxchange without delay when they become aware of a misuse of their User account by a third party.
- 4.4 Registered Contractors shall update their User account with all relevant information about their company (in particular their form of organization), their person and address and changes to their product portfolio without delay.

4.5 Users may use the services, including all data and information, provided by testxchange for their own immediate purposes only. Users are prohibited from forwarding or trading to any third party the data received on products, offers, companies and persons, without testxchange's consent.

5. Premium Plans for Contractors

5.1 The use of the marketplace is free of charge for Contractors, unless a premium plan has been booked separately by the user.

5.2 Premium plans for Contractors are the two premium registration plans with extended services, "testxchange BUSINESS" and " testxchange BUSINESS PLUS". One of each of the two premium plans may be booked additionally by a Contractor.

5.3 With the BUSINESS plan for Contractors, an improved company presentation of the Contractor on the marketplace is made available during the booked period compared to the free version. In particular, the contact data provided by the Contractor (e.g. contact person, e-mail address, phone number, company address, etc.) and the full company name of the Contractor will be displayed to all users of the marketplace in the testxchange lab search. A certain content or graphic quality of your company profile is not part of the contract. Proof of publication can be provided by current screen prints or by the reproduction of dated and time-stamped files from our internal backend IT system.

5.4 In addition, only providers with a BUSINESS plan have permanent and unlimited access to the request for proposals section on the marketplace. In the request for proposals section, the current test requests from Customers can be viewed. Contractors may contact the respective Customers for one or more test requests in order to initiate an order of test products by Customers.

5.5 With the BUSINESS PLUS plan, the Contractor receives all services from the BUSINESS plan as described above as well as unlimited access to the testxchange lab search. This service corresponds to the PROFESSIONAL plan for Customers and is described in more detail in Section 6.

5.6 The billing cycle is either monthly or yearly, depending on the choice. Payments are made by invoice. When choosing monthly payments, the term is one month from the activation date and is extended automatically by one more month if the plan is not terminated. When choosing annual payments, the term is 12 months from the activation date and is extended automatically by 12 more months if the plan is not terminated.

5.7 Any premium plan may be terminated at any time to the end of the booked billing period. Notices of termination must be given in text form (e.g. letter or e-mail). The current prices of the two registration plans are available at testxchange.com.

5.8 In case the BUSINESS plan and BUSINESS PLUS plan service offer is upgraded with more services, testxchange has the right to adjust the price for the premium plans. The user will be informed about the price change.

6. Premium Plan for Customers

6.1 The use of the Marketplace is free of charge for Customers, unless a premium plan has been booked separately by the user.

6.2 A premium plan for Customers is the premium plan with extended services, "testxchange PROFESSIONAL". The PROFESSIONAL plan may be booked additionally by a Customer.

6.3 With the PROFESSIONAL plan for Customers, an extended, non-free of charge use of the testxchange lab search is made available during the contract period compared to the free variant. PROFESSIONAL plan Customers thus have unlimited access to the testxchange lab search. This provides the PROFESSIONAL plan Customer with additional information about all test service Contractors listed in the testxchange lab search. This additional information includes in particular the available contact data (e.g. contact person, e-mail address, phone number, company address, etc.) and the corresponding full company name of all Contractors listed in the testxchange lab search.

6.4 The billing cycle is either monthly or yearly, depending on the choice. Payments are made by invoice. When choosing monthly payments, the term is one month from the activation date and is extended automatically by one more month if the plan is not terminated. When choosing annual payments, the term is 12 months from the activation date and is extended automatically by 12 more months if the plan is not terminated.

6.5 Any premium plan may be terminated at any time to the end of the booked billing period. Notices of termination must be given in text form (e.g. letter or e-mail). The current prices of the two registration plans are available at testxchange.com.

6.6 In case the PROFESSIONAL plan service offer is upgraded with more services, testxchange has the right to adjust the price for the premium plans. The user will be informed about the price change.

7. Customer's Obligation to Provide Information and Confidentiality

7.1 testxchange considers itself to be an independent broker between Contractors and Customers. Insofar as the relation between Contractors and Customers is not concerned, testxchange is the Contractor's partner and will safeguard its interests. In particular, testxchange will not forward information about contracts brokered, in particular

prices offered or information about customers, to third parties (e.g. competitors or other customers).

- 7.2 The Customers are obliged to treat all data transmitted to third parties confidentially and to comply with the applicable data protection regulations.
- 7.3 The Customer is obliged to comply with the applicable data protection regulations.

8. Term, Termination and Storage of the Text of the Agreement

- 8.1 A registered Contractor may terminate his User account and, with this, the Agreement about using the Marketplace at any time. For terminations by testxchange, a notice period of one month applies. The right to terminate for a compelling reason shall remain unaffected.
- 8.2 Notice of termination must be given in text form (e.g. by letter, email or fax).
- 8.3 The Contractor's or Customer's registration for the Marketplace with the data entered by the Contractor or Customer is stored by testxchange. The Contractor may view the data stored in connection with his profile through his User account. The Contractor or Customer may view these General Terms and Conditions on the Marketplace under the menu item 'Terms and Conditions' ("AGB" or "Allgemeine Geschäftsbedingungen") at any time, in the then current version. Outdated versions are not made available, however. The Contractor or Customer may download and print this document, using the appropriate functions of his or her browser. Beyond that, it is not possible for the Contractor or Customer to view the agreement about using the Marketplace and the brokering services of testxchange.

9. Content of the Marketplace

- 9.1 The data and information about Contractors on the Marketplace are made available from either the Contractors themselves or they may have been created by testxchange on the basis of its own research and data collection. In its research, testxchange relies on publicly available information provided by the Contractors or third parties. testxchange does not review the information in regard to whether it is correct or complete.
- 9.2 The Contractor is obliged to review whether the Test Products are suitable for the particular application. testxchange would like to draw attention to the fact that the services owed by the Contractor are determined solely by what is agreed between Contractor and Customer.
- 9.3 The Contractor must, if he or she gives information on the Marketplace in this regard at all, describe his or her offers and products correctly, exactly and completely. The Contractor shall be liable for the correctness and completeness of the information that

he or she provides on the Marketplace. The stored information must be kept up to date.

10. Liability

- 10.1 testxchange shall be liable according to statutory law for damages suffered by User that were caused by intentional or grossly negligent behavior on the part of testxchange or its vicarious agents (Erfüllungsgehilfen); and for personal injury; and for damages under the German Product Liability Act (Produkthaftungsgesetz).
- 10.2 In all other cases, testxchange's liability for damages – regardless of the legal grounds on which a claim is based – shall be limited as set out below unless testxchange has accepted a guarantee which states otherwise: testxchange shall only be liable for damages caused by slight negligence to the extent that such damages result from breach of essential contractual obligations (cardinal duties, Kardinalpflichten), i. e. such obligations whose fulfilment is a prerequisite for properly fulfilling the Agreement and in which User may normally trust. Insofar as testxchange is liable for slight negligence, testxchange's liability shall be limited to the typically foreseeable damage.
- 10.3 The above provisions shall apply to a limitation of the obligation to indemnify the User for futile expenses (section 284 German Civil Code).
- 10.4 The above limitations of liability shall also apply in favour of testxchange's vicarious agents as well.

11. Applicable Law and Venue

- 11.1 These General Terms and Conditions and the entire legal relationship between testxchange and the User are subject to the laws of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.2 If the registered User is a merchant (in terms of the German Commercial Code HGB), a public law legal entity or a special public law fund, the exclusive venue – including the international venue – for all current and future claims directly or indirectly arising out of or in connection with the contractual relationship between the parties shall be at Berlin, Germany. The same venue shall apply if the registered User does not have a domestic general venue in Germany, or if he has moved his residence or usual place of abode to another country after conclusion of the contract, or his residence or general abode is unknown at the time the law suit is filed. testxchange may, however, bring action at the User's general venue.

12. Modifications of these General Terms and Conditions and Salvatorian Clause

- 12.1 testxchange shall notify the User of future modifications to these General Terms and

Conditions (hereinafter 'Modifications') in text form, particularly highlighting any differences in regard to the version previously in force. The User may object to such Modifications. The User must direct his objection to testxchange via email or in writing within one (1) month after reception of testxchange's notification concerning the Modifications. To comply with the time limit, the objection must be received by testxchange within the time limit. If the User does not object in due form and time, the Modifications shall be deemed accepted and the modified General Terms and Conditions shall become an integral part of the contract. The testxchange Modification notice will expressly refer to this effect and to the form and term of the objection. In the event of an objection in due form and time, the contract will remain in force in its unaltered version.

12.2 In case that parts of these General Terms and Conditions may turn out to be invalid, the other parts shall remain unaffected.