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## GENERAL TERMS AND CONDITIONS FOR ANALYTICAL SERVICES

### § 1 Application

The General Terms and Conditions for Analytical Services of Umweltbundesamt GmbH apply to all orders placed by a person or an institution (hereinafter referred to as Customer) with Umweltbundesamt GmbH on the basis of pricing information as provided by the environmental analysis teams of the Umweltbundesamt-Laboratories.

Any deviating agreements or general terms and conditions supplied by the Customer shall only be binding if Umweltbundesamt GmbH expressly accepts them in writing, by fax or electronically (e-mail is sufficient).

### § 2 Legal nature of pricing information

The prices detailed in the Price List provided by the teams mentioned above are not binding. Price quotations are valid to two months after the date of issue of the price list, except as otherwise provided.

### § 3 Placing an order

The Customer may place orders with Umweltbundesamt GmbH until 15.12. of the current year on the basis of the valid Price List for the same year. Orders shall be placed in writing (preferably by e-mail), stating the price as detailed in the current Price List and providing the following information:

- Number of samples to be analysed (incl. matrix)
- Parameters to be analysed
- Customer-specific requirements (e.g. supply of packaging and containers, desired limit of detection/quantification ...)
- Customer's name and address
- Delivery and invoice address
- VAT number (if applicable)
- E-mail address

Orders placed orally will not be accepted.

## **§ 4 Acceptance of orders**

Umweltbundesamt GmbH shall endeavour to confirm acceptance of the order in writing within 2 working days of receipt of the order.

The order shall be deemed to have been accepted if Umweltbundesamt GmbH does not decline the order in writing within 7 working days (Monday to Friday).

Umweltbundesamt GmbH may decline an order without stating a reason. It will decline an order if there is a particular reason, e.g. if its capacities are either exceeded or under-used (break-even point). Umweltbundesamt GmbH will make every effort to inform the Customer of the rejection of an order without unnecessary delay (if possible within 2 working days).

## **§ 5 Quality control**

For official inspections e.g. in the food and feed industry it may be necessary to repeat an analysis to check whether the limit value has been exceeded. If this is the case, the Customer will be informed of the changes in the schedule resulting therefrom. If a limit value has been exceeded, the extra costs associated with this will be charged to the Customer's account.

Umweltbundesamt GmbH has many years of experience as a competent and independent laboratory. In line with Umweltbundesamt GmbH's internal quality assurance specifications, any critical findings identified in product inspections will only be analysed by an external laboratory after consultation with the Customer. The extra costs associated with this shall be payable by the Customer.

## **§ 6 Delivery of results**

Umweltbundesamt GmbH will provide the results to the Customer in the form of a test report in line with EN ISO/IEC 17025. In the interest of resource protection, Umweltbundesamt GmbH generally sends test reports by e-mail. At the Customer's request, it is possible to send the documents by post against payment of the delivery and postage charges.

## **§ 7 Disposal of samples**

Umweltbundesamt GmbH normally disposes of any unused sample material three weeks after submitting the test report. If unused sample material should be returned to the Customer, the Customer has to inform Umweltbundesamt GmbH accordingly in writing at the time when he/she places the order.

## **§ 8 Sample transportation/stabilisation**

The delivery of samples takes place at the Customer's risk and expense (including customs), unless other written agreement. Umweltbundesamt GmbH

can provide the Customer with containers for sampling. The costs for the delivery of the containers are not included in the price and will be charged extra. The containers can also be collected from Umweltbundesamt GmbH after giving advance notice.

## **§ 9 Prices, terms of payment, interest on late payment**

All prices quoted in our price list are fixed prices and net prices within the meaning of Section 11 of the Value Added Tax Act 1994. Payments will be due within 30 days of the date of the invoice. In the event that a Customer does not pay Umweltbundesamt GmbH's invoice on the due date, Umweltbundesamt GmbH shall be entitled to claim the sum due, plus interest on the overdue amount at the statutory interest rate of 9.2 percentage points above the base rate, with effect from the date of the invoice.

## **§ 10 Small quantities**

For batches of less than 5 samples, the following small quantity surcharges will be added:

- For 1 up to 2 samples a small quantity surcharge of 50%
- For 3 up to 4 samples a small quantity surcharge of 25%

Batches in the GMO sector have no small quantity surcharges.

## **§ 11 Discounts**

For larger batches of samples, we can offer the following volume discounts, depending on the number of samples:

- Batch sizes of 20 samples per parameter: 10%
- Batch sizes of 50 samples per parameter: 20%
- Batch sizes of 100 samples per parameter: 30%

Batches in the GMO sector have separate volume discounts. These will be announced in the individual offer.

## **§ 12 Delivery period**

The standard delivery period is 10 working days (for deliveries of up to 15 samples); for micro- plastic analyses a special delivery period of 15 working days applies (for deliveries of up to 10 samples). For larger numbers of samples, please contact Umweltbundesamt GmbH to find out about delivery periods.

### **§ 13 Bank account**

BIC Code GIBAATWWXXX, IBAN: AT74 2011 1822 1333 2800 in the name of Umweltbundesamt GmbH.

### **§ 14 Address for ordered samples**

Ordered samples have to be sent to the following address:

Umweltbundesamt GmbH  
Prüfstelle – Probeneingang / Accredited Testing Laboratory – Sample Receipt  
Spittelauer Lände 5  
1090 Wien/Vienna

### **§ 15 Conflicts of interest**

Umweltbundesamt GmbH carries out official and supporting activities for authorisation procedures as defined in Regulation No 528/2012 (Biocidal Products Act) and the Law on the Remediation of Contaminated Sites. These Umweltbundesamt GmbH activities may lead to a situation where a service rendered by Umweltbundesamt GmbH may not be usable in an authorisation procedure.

If a Customer wishes to order a service from Umweltbundesamt GmbH in order to subsequently obtain an authorisation, he/she must inform Umweltbundesamt GmbH accordingly when he/she places the order.

### **§ 16 Confidentiality**

Umweltbundesamt GmbH herewith declares that it will treat as strictly confidential and keep secret any information, documents, data etc. obtained in connection with the execution of the order, and that it will use them exclusively for the purpose of the execution of the order. Moreover, if Umweltbundesamt GmbH employs another person for the provision of the service, it shall transfer the obligation to maintain secrecy to any other person employed to perform the service. Only the disclosure of information to third parties for the purpose of fulfilling a legal requirement or an administrative order shall be excluded from this obligation.

Information disclosed to internal and external advisers who are subject to a legal or contractual confidentiality obligation shall also be excluded. If there is a legal obligation or an administrative order to disclose information to a third party, Umweltbundesamt GmbH shall inform the Customer accordingly so that he/she can make suitable arrangements to protect and maintain the highest possible level of confidentiality. This statement does not apply to information which is already known to the public or which comes to be known to the public without there being a breach of the duties resulting from this statement.

## **§ 17 Newsletter and data protection**

With newsletters, Umweltbundesamt GmbH regularly draws its customers' attention to news and events related to analytics. If a Customer wishes to receive the Umweltbundesamt GmbH newsletter, he/she can request to be included on the mailing list at any time by giving his or her name and e-mail address. Please send your inquiries to the following email address: [pruefstelle@umweltbundesamt.at](mailto:pruefstelle@umweltbundesamt.at).

If a Customer no longer wishes to receive analytics news from Umweltbundesamt GmbH, he/she can withdraw his or her consent at any time by sending a message to: [pruefstelle@umweltbundesamt.at](mailto:pruefstelle@umweltbundesamt.at).

The Customer and Umweltbundesamt GmbH confirm that they are compliant with the data protection requirements of the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (1999/165) as amended. In the event that, for the purposes of the execution of an order, data processing has to be carried out in accordance with the GDPR, the Customer, acting as Controller, shall conclude a separate data protection agreement according to Art 28 GDPR with Umweltbundesamt GmbH acting as the Processor of the order.

## **§ 18 Warranty**

The (partial) services shall be deemed to have been performed and accepted as per order if the Customer does not raise reasonable objections within 5 working days. The time, place, nature and extent of any defects must be clearly described.

If the Customer's complaints about a defect in the contractually agreed service are justified, Umweltbundesamt GmbH shall be obliged to remedy the defect. Umweltbundesamt GmbH has to be granted a reasonable period of time for this purpose.

No warranty shall be assumed for defects and damage caused by the Customer failing to provide important information to Umweltbundesamt GmbH.

## **§ 19 Customer's obligations**

The Customer shall ensure that all samples and documents necessary for Umweltbundesamt GmbH to perform its services are submitted to Umweltbundesamt GmbH in good time, that Umweltbundesamt GmbH is provided with all information as required and that Umweltbundesamt GmbH is notified of all processes and circumstances. This also applies to any documents, procedures and circumstances that only become known after Umweltbundesamt GmbH has started to perform the service. Deliveries, services and information supplied by the Customer have to be free from defects and handed over correctly. Any additional cost resulting from defective deliveries, services and information shall therefore be borne by the Customer.

## **§ 20 Liability**

Umweltbundesamt GmbH shall only be liable for damage caused by willful misconduct or gross negligence, and up to a maximum of the order value. Compensation for indirect damage, consequential damage as well as savings not achieved, loss of interest and damage incurred through claims from third parties against the Customer shall be excluded.

The tests carried out by Umweltbundesamt GmbH constitute a service and as such are not subject to the provisions of the Product Liability Act. Similarly, tests carried out by Umweltbundesamt GmbH do not include an inspection that confirms freedom from defects as defined in the Product Liability Act.

## **§ 21 Final provisions**

Any amendments and supplements to the terms of offer must be made in writing in order to be effective. This applies also if the written form requirement is waived. An e-mail fulfils the written form requirement.

The failure or delay to enforce provisions, or the failure or delay at any time by the Customer to exercise his or her rights, powers or claims shall not constitute a waiver. If individual provisions are or become ineffective in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provisions shall be replaced, to the extent legally permissible, by provisions which come closest to what the contracting parties intended or would have intended if they had considered the invalidity of the provision. The same shall apply if it turns out that there is a gap in these General Terms and Conditions.

The parties submit to the jurisdiction of the competent court at the registered office of Umweltbundesamt GmbH in Vienna. The contract shall be governed exclusively by Austrian law, excluding conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.