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Service Contract

(Testing number)

Between

Company xyx .

(Client)

and

Hohenstein  
Textile Testing Institute  
GmbH & Co. KG

(Contractor)

1. Preamble:
2. The parties to the contract are as follows:  
     
   Company xyx.   
   hereafter "Client",  
   represented by Mr. XYZ, acting on the basis of Deputy General Director,  
     
   and  
      
   the Hohenstein Textile Testing Institute GmbH & Co. KG  
   Schlosssteige 1, 74357 Boennigheim, Germany,   
   hereafter "Contractor",  
   represented by **Ms. Ivonne Schramm**
3. The General Terms and Conditions of the Hohenstein Textile Testing Institute GmbH & Co. KG form the basis and part of this service contract. They have been made available to the Client in their most recent version, and can also be viewed at any time on the internet under [www.hohenstein.de/pdf/agb.pdf](file:///C:\Users\protzek\AppData\Local\Temp\across\DSE\099f39bc-75e9-43d6-8caa-d0d57802211a\www.hohenstein.de\pdf\agb.pdf).
   1. Subject of the contract:
4. On the request of and on behalf of the Client, the Contractor commits to undertake the testing and certification procedures of textile materials in accordance with the Oeko-Tex Standard 100. The test criteria can be viewed any time on the internet under**:**

**https://www.oeko-tex.com/en/manufacturers/test\_criteria/limit\_values/limit\_values.html**

1. The Client commits that services rendered by the Contractor will be paid in full and on time. Invoices will be issued on the basis of the applicable price list.
2. The scope of services is governed by the Contractor's written assignment confirmation. Guarantees related to properties, additions or side agreements are only effective if made in writing.
3. The Client must ensure that the Contractor receives, in a timely manner, all documents and materials that are required to complete the assignment.
4. Where possible, the Contractor will store documents or materials submitted by the Client - and in particular tested materials - for a period of 3 months, after which they will be destroyed.
5. Following the completion of the testing procedures, the Client will receive a written evaluation and/or test result after usually 4 weeks since the date of receiving payment from the Client. After meeting the requirements of the Oeko-Tex Standard 100, the Client will also receive the corresponding certificate, which entitles the Client to the appropriate use of the Oeko-Tex logo for textiles which have been tested for harmful substances, and to also use the logo for advertising purposes.
6. The Contractor's respective evaluation, test or investigative report or certificate generally only applies to the goods which were assessed as part of the corresponding testing procedure.
7. Prices/Payment terms:
8. The Client will pay T/T in advance the full amount indicated on the Contractor's respective **advance payment invoice** for the services to be provided. **=> (testing fee: , quality assurance package: , license fee: , total: ).**
9. All payments are due in **Euro/USD** within 30 days as of the **advance payment invoice** date, to be paid to the Contractor's bank account indicated at the end of the contract, by way of a direct bank transfer.
10. Following the completion of commissioned services, the Contractor will provide an invoice for the services actually rendered. If the final invoice sum differs from the previously issued and paid **advance payment invoice**, the party which owes the funds must pay the differential amount within 10 days following the invoice date.
11. The Client is responsible for all of his own costs, fees and taxes.
12. If one or more testing criteria are failed, the contractor will require the client to provide the improved samples for re-test of the failed criteria.

The client will pay in full amount indicated on the re-test invoice sent to the client after the re-tests are carried out successfully. (see invoice for re-test)

1. Delivery obligations:
2. If the Contractor is prevented from rendering the services in a timely manner due to force majeure, unforeseen events or events for which he is not at fault, such as government measures, unrest etc., the delivery period shall be extended by the duration of the hindrance.
3. The Contractor commits to notify the Client of the start and end of force majeure events within 10 days since the date of such event occur. This notification must be confirmed by the responsible chamber of commerce and industry. If the Client does not receive notification regarding the force majeure events, or only receives the notification with delay, the Contractor shall lose the right to make reference to these events.
4. If the delay exceeds 3 months without any notification, both contract parties may withdraw from the contract with regard to the non-fulfilled portion of the contract, under the exclusion of damage compensation claims. In this case the Contractor must return the license fee and audit fee for quality assurance package remitted by Client within 10 days since the date of Announcement from Client. Testing fees for tests which were already performed will not be returned.
5. Contract term and validity:
6. This contract comes into force once signed by the contract parties; the term of the contract ends on 2021-08-31
7. Two copies of this contract - one copy for each party - have been signed.
8. All attachments, changes and supplements to this contract must be made in writing, and only come into force once signed by both parties.
9. Documents related to the contract, which are sent by fax or electronic mail, are deemed as valid original copies.
10. Place of fulfillment and jurisdiction:
    1. 74357 Boennigheim, Germany, shall be the place of fulfillment with regard to both parties’ legal obligations.
    2. This contract is subject to the laws of the Federal Republic of Germany.
    3. 74354 Besigheim, Germany, shall be the place of jurisdiction for all disputes arising from the contract.

Addresses and bank details:

Contractor:

**Hohenstein Textile Testing Institute GmbH & Co. KG**

Schlosssteige1

74357 Boennigheim, Germany

Bank details:

Bank:                          Kreissparkasse Ludwigsburg

Address:                     Schillerplatz 6

71638 Ludwigsburg

Deutschland

Account holder:          Hohenstein Textile Testing Institute GmbH & Co. KG

Bank Code: 604 500 50

Account Number 3006 9413

BIC:                            SOLADES1LBG

IBAN:                          DE46 6045 0050 0030 0694 13

Boennigheim, 08.06.2020

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 **Ms. Ivonne Schramm**

Assistant Head of Department Oeko-Tex®

Client:

Company xyz

Address

Bank details:

Bank Name: XXXXXx

Add: XXXXX

Account No.: XXXXX

Swift Code: XXXXX

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Mr/Ms.

Deputy General Director