

General Terms of Use ALOORA

As of January 2018

AGROLAB GmbH, Dr.-Pauling-Str. 1, 84079 Bruckberg (hereinafter referred to as „**AGROLAB**“ or „**Provider**“) provides an online service for ordering tests and the access to results thereof under www.AGROLAB.com/de („**Service**“ or „**ALOORA**“).

AGROLAB enables the access to and the use of ALOORA on the basis of these terms and conditions („**ALOORA Terms of Use**“). The **ALOORA Terms of Use** govern the relationship between AGROLAB as the provider of the service and the registered users („**User**“), furthermore the General Terms and Conditions of the German Laboratories apply for the provision of the Service to the User by AGROLAB („**GTC**“).

1. Registration, Access Data

- 1.1. Users may use the Service after successful completion of the registration. The User may register at the registration portal by sharing full and correct data on compulsory data fields.
- 1.2. After entering the required data into the Service and accepting the ALOORA Terms of Use and the GTC the User will receive an e-mail containing a link by which the User confirms that he himself applied for the registration. The registration process is successfully completed when the Provider informs the User about the activation of the user account following the confirmation procedure. Each User may only register to the Service once. The user has no claim to register for the Service.
- 1.3. Upon successful registration a contract on the use of the Service between the User and the Provider is concluded („**User Agreement**“). The content of the User Agreement results from the ALOORA Terms of Use.

2. Services

In ALOORA the User may order certain services (each creating an individual contract „**Individual Contract**“) and follow test results on these (or on services ordered through other means), check and export for accounting purposes.

For the conclusion and performance of Individual Contracts the GTC apply.

3. User Obligations

- 3.1. The User ensures that all entered data is true and complete. The User is obliged to keep such data regarding all used services true and complete during the term of the User Agreement/the Individual Agreement.
- 3.2. The User is obliged to keep the chosen password confidential at all time allow no third party access to the user section of the Service over its access data and create and use only one user account using only the real name. It is prohibited to register a third party for the Service without the third party's knowledge and consent.
- 3.3. The User is obliged to comply with applicable laws when using the Service. User activities aimed to make ALOORA non-operational or to impede the use of the Service are prohibited and may result in both civil law as well as in criminal law consequences. This particularly applies on such measures that have the capability to influence the physical or logical structure of the Service as well as automated procedures to capture data like data crawling and data scraping

or the use of mechanisms, software or scripts for that purpose. Also ALOORA may apart from that not be used for illegal purposes.

- 3.4. The user must restrain from actions that deliberately aim to use the Service abusively.
- 3.5. AGROLAB reserves the right to block the user account permanently or temporarily if concrete indications exist that the user infringes the ALOORA Terms of Use and/or applicable law. The right to terminate the User Agreement remains unaffected.
- 3.6. In case of a breach against above-mentioned user obligations, Section 3.3. in particular, the user will indemnify and hold harmless from and against any claims of a third party due to the breach of the User of the ALOORA Terms of Use.

4. **Vergütung**

- 4.1. The User does not owe AGROLAB any kind of remuneration for the provision of the Services. However the assignment of examination services over or via the Services is subject to the individual order and the GTC.

5. **Right of Revocation and Revocation Instruction**

- Beginning of Revocation Instruction-

If the User is a consumer (in the meaning of Section 13 of the German Civil Code (“GCC”), i.e. a natural person that enters into a legal transaction for a purpose that is neither commercial nor may be qualified as or associated with a self-employed professional activity the user has the right to revoke the Services and individual contracts entered into thereunder by law on which we instruct him subsequently.

The User may revoke his registration or any individual contract entered into under or via the Service within 14 days in text form (e.g. letter, fax or e-mail) without naming any reasons. The right of revocation begins after receipt of this Revocation Instruction in textform, but not before conclusion of the contract and also not before fulfillment of the information obligations of AGROLAB pursuant to Section 246 § 2 in connection with § 1 paragraph 1 and 2 of the Introductory Act to the GCC (“ICGCC”) as well as the provider obligations according to Section 312g paragraph 1 sentence 1 GCC in connection with Article 246 § 3 ICGCC. To meet the deadline the timely posting/sending of the revocation is adequate.

The revocation may be declared by sending an e-mail to zentrale@AGROLAB.de or by addressing it to:

AGROLAB GmbH
Dr.-Pauling-Str. 1
84079 Bruckberg

Exclusion of the Right of Revocation:

The right of revocation does not apply if the User when entering into the legal transaction may be qualified as an entrepreneur (due to the fact that he acts as or in the exercise of his commercial or self-employed professional activity) (Section 14 GCC).

The right of revocation does not apply towards AGROLAB for contracts that have not been entered into between the User and AGROLAB but rather between the User and a third party. In such case respective revocation rights may only be exercised towards that third party.

Additional Important Information

The User expressly agrees that AGROLAB as the service provider begins with the performance of the services prior to the end of the revocation period.

Consequences of the Revocation

In case of an effective revocation the services received by the parties shall be compensated. The User is obliged to make a compensation payment for the services received up to the point of declaration of the revocation if he has been informed of this legal consequence before entering into the agreement and has explicitly agreed that the service provider may begin to provide the service before the end of the revocation period, Section 357 paragraph 8 GCC. In case of an obligation to make a compensation payment this might lead to the consequence that the User might remunerate the services up to the point the revocation occurred. The User's right of revocation expires prematurely if the contract is completed by both parties according to their explicit desire and before the User has exercised his right of revocation, Section 356 paragraph 4 GCC. Obligations to reimburse payments must be fulfilled within 30 days. Such period begins – for the User – with sending the revocation – for the service provider – with the receipt thereof.

Revocation Template

If the User intends to revoke this contract or an individual contract entered over or via the Service he may complete the following template and send it back to the service provider:

I/we* hereby revoke the contract regarding

- the provision of services
- entered into on/received on
- name of the consumers(s)*
- address of the consumer(s)*
- signature of the consumer(s)* (only when written notice)
- date
- [signature]

*please delete if not applicable.

End of Revocation Notice

6. Term, Termination

- 6.1. The User Agreement is entered into for an indefinite period. The User as well as the service provider are entitled to terminate the User Agreement at any time within a notice period of seven days. Individual contracts, the termination of which might be subject to the individual order and/or the GTC shall remain unaffected.
- 6.2. AGROLAB is further entitled to terminate the User Agreement with immediate effect if the User infringes the ALOORA Terms of Use and/or the GTC and if the User does not end the infringing action within a reasonable period of time.

7. Warranty, Liability

- 7.1. The Provider does not ensure constant availability of the Service or the uninterrupted usability or accessibility of the Services because disruptions of the server or fluctuations in the quality of the access to the platform are unsustainable.
- 7.2. The Provider is liable for damages to life, body or health resulting from a breach of obligations or duties of the Provider, a legal representative or assistant of the Provider as well as for damages resulting from the lack of a guaranteed condition of quality or in case of fraudulent misrepresentation. Furthermore the Provider is liable for damages caused by the Provider or a legal representative or assistant by way of intent or gross negligence.
- 7.3. In case of breaches of major contractual obligations caused by way of slight negligence the

Provider is - except for the cases regulated in Sections 7.1 or 7.4.– the liability of the Provider shall be limited to typical contractual foreseeable damage. Apart from that the Provider's liability is excluded.

- 7.4. Liability according to the German Product Liability Act (*Produkthaftungsgesetz*) remains unaffected.

8. Final Provisions

- 8.1. German law shall be exclusively applicable under exclusion of the law of conflicts and the UN Convention on Contracts of the International Sale of Goods (*CISG, UN agreement on purchasing rights*).
- 8.2. Place of performance is AGROLAB's registered office in Bruckberg, Germany.
- 8.3. If the customer is not a consumer but rather a merchant, a legal entity under public law or separate funds under public law the exclusive place of jurisdiction for all claims resulting from the business relationship shall be Munich, Germany.
- 8.4. The Provider reserves the right to change the ALOORA Terms of Use in particular if and to the extent
- 8.4.1 the changes are only legally beneficial or advantageous for the User,
 - 8.4.2 the changes are due to technical or procedural measures - unless they have significant impact for the User,
 - 8.4.3 the Provider is obliged to change the ALOORA Terms of Use in order to comply with applicable law, in particular if such law changes,
 - 8.4.4 the Provider must make changes in order to comply with a court ruling or a decision of a competent authority, or
 - 8.4.5 the Provider introduces additional, completely new services or elements of service, that need a further description in the ALOORA Terms of Use, unless the existent user relationship is negatively impacted thereby.

AGROLAB will inform the User of any such changes of the ALOORA Terms of Use in an appropriate form and will make available the new version of the ALOORA Terms of Use ("**New Terms of Use**"). The User may object to the New Terms of Use within a period of 14 days. If the User does so he may no longer make use of the Service and the Provider is entitled to terminate the User Agreement with immediate effect. The Provider will inform the User about the consequences of his behaviour at the beginning of the before mentioned notice period.

- 8.5. In case single regulations of the ALOORA Terms of Use should be held invalid partly or in whole, the validity of the other regulations shall not be affected.