

# General Terms and Conditions

Unless a different written agreement was concluded by the contractual parties in an individual case, all our analyses and services shall be governed exclusively by the following general conditions. Different conditions for orders or other transactions of the principal which we do not expressly accept in writing shall not be binding on us, and we hereby expressly reject them.

## 1. Order / type and scope of services

The type and scope of services we are to render are governed by the written order given to us; in the absence of such an order, the services shall be based on the oral or telephone order, as recorded by ourselves.

Any cancellation of an order shall be confirmed in writing by UFAG LABORATORIEN AG. Laboratory tests conducted before that time will be billed at the current rate.

## 2. Rates

The prices on the price list are for individual tests. For large orders special rates are possible and offered individually. Express orders are subject to a 50% price increase (delivery time, 1 - 3 working days).

Since the work of chemical analysis depends to a great extent on the properties of the substance to be tested, an additional charge shall be levied in individual cases where special preparation of a sample is required.

Our rates are based on the current cost of labour and materials, and prices may therefore be adjusted at any time, except for our written offers with a time limit.

The rates do not include VAT.

## 3. Terms of delivery

Delivery periods are dependent upon the scope of the analysis, and are applicable from the time of the clarification of all outstanding technical and commercial questions. In the case of analyses that require specific materials and/or chemicals, the delivery period shall commence only from the time of the receipt thereof. The day of delivery shall be included in the delivery period only if samples are received before 12 noon.

In the case of standard analyses, the delivery period is usually 5 working days. In the case of more complex analysis orders (large series, complete monograph testing, development work etc.), longer delivery periods may be expected. Express analyses (delivery period 1–3 days) require registration in advance and must be confirmed by us. These shall be processed as quickly as technically possible.

In the absence of a different written agreement, all delivery terms we indicate are to be regarded only as guidelines. The delivery term we indicate is thus based on our best knowledge at the time, but is not guaranteed.

A delivery term is considered to have been observed if the result of the analysis has left our laboratory by the end of the term given. Interim reports are permitted.

Events of force majeure or interruptions in operation shall release us from the observance of the delivery term we indicated. Claims to damages due to nonobservance of a delivery term are excluded.

## 4. Terms of payment

Payment of all invoices is expected within 30 days of receipt. Unless different agreements are made, statements shall be issued monthly.

## 5. Method / liability

The analyses ordered shall be conducted by the contractor according to the method and with the aids which correspond to the recognized status of knowledge and technology in this area.

Established results refer exclusively to the samples we received and tested. Unless different agreements are made, the principal collect take the samples and transport them.

The principal shall not be entitled to the delivery of analysis rules or test procedures which we have developed, except for analysis procedures ordered and followed for a charge. However additional data on the characteristics of the testing methods used may be given to the principal upon request. In addition, upon special request, the principal may be present to witness the tests performed for him.

Any liability for the results obtained and any damage and personal injury which may result from their use is expressly excluded.

If test samples contain a special risk, the principal shall point this out in the order in writing and by marking the sample containers. Otherwise, the principal shall be liable for material damage and personal injury caused by a test sample.

## 6. Passing on orders

UFAG LABORATORIEN is entitled to have contractual services performed by a third party. If so required by quality assurance regulations or certification guidelines, the transfer to a third party shall only take place on the basis of prior agreement with the client.

## 7. Storage of samples and data

Except for perishable products, samples and data which must be retained shall be stored, upon request, for at least 6 months. A fee will be charged for storage.

The test results and the raw data on which they were based shall be stored for 10 years.

## 8. Confidentiality

The contractor shall treat all data and information about the principal and the principal's products learned on the occasion of the analysis as strictly confidential and shall in particular keep them secret from third parties. Without different written instructions from the principal, analysis results shall be reported exclusively to the principal.

## 9. Applicable law / venue

The entire legal relationship between the principal and the contractor shall be governed exclusively by Swiss law.

The place of performance and venue shall always be CH-6210 Sursee.