

UFAG Laboratorien AG

General Terms and Conditions

Scope of application Analyses, Laboratory and Inspection Services

December 2024 version

Preamble

All analyses carried out by UFAG LABORATORIEN AG (hereby referred to as "UFAG") for the contracting authority (hereby referred to as the "Client") or any other laboratory or inspection services provided (collectively referred to as "Work Products") shall be exclusively carried out - unless otherwise agreed in writing on an individual basis - in accordance with the following General Terms and Conditions. Deviating Terms and Conditions in the Client's orders or other Terms and Conditions of the Client have no legal effect, even if referred to and if UFAG does not object to them.

These General Terms and Conditions are available in German, French and English. Only the German version is legally binding.

1. Conclusion of the Contract / Type and Scope of Services

Unless otherwise agreed, the order must be submitted in writing using UFAG order forms. The type and scope of the services to be provided by UFAG are determined by the UFAG tariff list and the written order.

As long as the analyses, inspections or other services are not completed, the customer may withdraw from the contract in return for payment for the work already carried out and against full indemnification of UFAG, at any time. For the work and laboratory services already performed invoices shall be billed at the rates applicable at the time of the contract was concluded in accordance with section 2.

2. Rates

The rates on price lists are for individual tests. UFAG will prepare a personalised quotation for larger orders. Express orders are subject to a surcharge of at least 50%.

As the chemical analysis workload significantly depends on the properties of the substance to be tested, an additional charge shall be imposed in some cases where special preparation of the samples for analysis is required.

UFAG's current rates apply at the time the order is placed. The rates are based on the current cost of labour and materials required; prices may therefore be adjusted accordingly at any time. This excludes written quotations for a fixed period of time.

Prices/rates do not include VAT.

3. Terms of Delivery

The Client is responsible for the collection of the samples, the suitability of the sample containers and the transport of the samples to UFAG unless otherwise agreed in writing.

In order to ensure an order is carried out correctly the customer is obligated to provide precise information about the type and content of the sample to be examined. If this information is not provided, no claims may be made in the event of defective Work Products.

If any samples involve specific risks, the customer is obliged to make UFAG aware of this by labelling the containers, drawing attention to this in writing in the purchase order and by completing a safety data form. The Client is liable for any damage to property or personal injury caused by an examination sample provided by the Client.

Delivery periods are dependent on the examination parameters and scope of analysis and commence on the date on which the samples to be delivered the Client are received and clarified by UFAG, i.e. all technical and other information is available and any questions have been clarified.

The day the samples are delivered shall only be taken into account for the return delivery time if the sample was received by 12:00.

In the case of any analyses that require special materials and/or chemicals for the analysis to be conducted, the delivery period shall only commence upon their receipt.

Express analyses are possible in principle. They must be notified in advance by the Client and confirmed in writing by UFAG. These will then be processed as quickly as technically possible.

All delivery times suggested by UFAG are to be regarded as non-binding guidelines only unless expressly stated to the contrary in a written agreement.

If a binding delivery date has been agreed in writing, the delivery date is considered to have been observed if the results of the analysis have left our laboratory by the end of the stated delivery date. Interim reports/deliveries are permitted.

Unforeseen events (for example, in case of force majeure or operational disturbances), which make it substantially more difficult or impossible for UFAG to deliver the Work Product, will therefore release UFAG from the observance of the agreed delivery date. The Client shall not be entitled to claim damages either upon the binding agreed delivery date or on the non-binding delivery date.

UFAG reserves the right to withdraw from the contract if the analysis or other services to be rendered are extremely difficult or impossible to carry out within the time limit set. UFAG is not obligated in this case to make a later delivery in the event of cessation of any hindrances.

Appointments for inspections are arranged in advance with the customer.

4. Terms of Payment

All UFAG invoices shall be paid within 30 days of invoice date without deduction. Upon expiration of the payment period, the Client will enter into default without requiring a written warning and will be charged default interest of 5%.

If the Client defaults on payment, UFAG may suspend any further deliveries or services for the same Client or UFAG shall require pre-payment in advance.

5. Warranty Claims

UFAG carries out each analysis and inspections using the latest methods and equipment, which correspond to the state of science and technology recognised in this sector.

The analytical Work Products are exclusively based on the samples given by the Client or third parties to UFAG to be analysed.

The Client is obliged upon receiving the Work Products to accept the Work Products, to inspect them without delay and to immediately notify UFAG in writing of any obvious defects within eight working days at the latest (receipt by UFAG).

In the event that the Work Products are shown to be deficient, UFAG will, at their own discretion, either rectify the defective analysis and replace it with a defect-free analysis or reimburse the order fee. Further claims are not valid.

The Client's defect claims shall lapse one year after delivery of the Work Products.

UFAG hereby expressly excludes liability for Work Products as well as for the direct or indirect losses that may result from their use, irrespective of the legal grounds thereof, except for any mandatory statutory liability. In particular, UFAG shall not be liable for slight and moderate negligence, indirect losses (such as loss of profit, loss of orders etc.), losses caused directly or indirectly by the analysis or inspection results themselves or their use.

6. Third Party Relationships

UFAG is entitled to have analyses or services carried out by a third party. The transfer of analyses or services to third parties is only permitted with the Client's prior agreement as this is required by quality assurance regulations, accreditation or certification guidelines.

7. Documentation and Storage

Retention samples- except for perishable products- shall be stored for at least 6 months at the Client's request in accordance with a separate agreement. The storage is carried out for a fee, which can be found on the price list.

The analysis results as well as the underlying raw data are archived for ten years.

8. Confidentiality and Copyright Law

UFAG undertakes to treat all data and information that has become known to them about the Client and the Client's products during the course of analysis work for the Client as strictly confidential and to



not disclose this, in particular to third parties. Work results will be only be provided to the Client unless written instructions to the contrary have been received from the Client.

UFAG shall only disclose confidential information which is subject to a statutory or contractual confidentiality obligation, to the extent obliged to do so by law or by an official order, if this is necessary to provide the services (for example, in the case of third parties as experts) or to their legal advisers and insurers.

The copyright and Know-How in relation to the analyses and services provided by UFAG are exclusively attributed to UFAG.

The Client is not entitled to access any of the procedures, methods or analyses used by UFAG or to demand access to corresponding information or data about procedures, methods or analyses.

However, information about more details about the examination methods used are available upon request to the Client (for an additional fee). The Client or a representative of the Client may be present when the analysis for the Client is carried out at the request of the Client and with the consent of UFAG.

If UFAG has developed analysis procedures and methods on behalf of the Client and for an additional fee, UFAG shall hand over the Work Products (reports, analyse regulations, methods etc.) in writing or electronic format to the Client. UFAG is entitled to make copies of these Work Products.

All Work Products are not binding until they have been signed with a legally valid signature. Drafts, interim reports and verbal information may contain deviations from the signed documents and are not legally binding.

The working documents are the property of UFAG and do not have to be provided to the Client.

9. Applicable Law / Jurisdiction

UFAG and their Clients are exclusively subject to substantive Swiss law, excluding international private law and the United Nations Convention on the International Sale of Goods (CISG) dated 11 April 1980.

The place of jurisdiction for all disputes arising from this contractual relationship shall be the place of UFAG's registered headquarters. UFAG is entitled, however, to assert its rights at the place of the Client's registered headquarters or at any other competent court.