

General Terms and Conditions

The following General Terms and Conditions shall exclusively apply for our offers and services, unless anything to the contrary has been agreed in writing for individual cases between the contractual parties. Any other terms of contract or other terms and conditions of the customer shall only be effective if we expressly accept them in writing. All other conditions shall be without any obligation for us, and we herewith expressly reject them.

1. Assignment / type and scope of services

The type and scope of services to be rendered by us depends on the assignment made to us in writing, and in case of absence of such assignment, to the oral or telephone order recorded by us.

Development of methods does not include any validation thereof. If validation is required, this must be expressly ordered and confirmed.

Any cancellation of an order requires our written confirmation. All laboratory hours spent up to this time shall be charged according to the applicable rate.

2. Rates

The prices specified in the specifications shall apply for individual samples. In case of simultaneous delivery of at least 5 samples with identical analysis order, we will grant you a 5% discount. In case of express orders (delivery time less than 5 working days), we will charge a surcharge of up to 50%.

Hourly rates

• Laboratory hour	sFr.	130.00
• Academic person	sFr.	160.00
• GC/MS laboratory hour	sFr.	170.00
• RC1 laboratory hour	sFr.	170.00
• NMR laboratory hour	sFr.	200.00
• Office	sFr.	80.00
• Transport and sampling time	sFr.	100.00
• Driven kilometre	sFr.	1.00

The rates do not include VAT.

The rates are based on the respective labour and material costs and may be adjusted to the development of prices at any time. This shall not apply for our temporary written offers.

Since the effort for chemical analyses substantially depends on the characteristics of the sample material, any special preparation of a sample requires a surcharge.

For development of methods, the invoice amount indicated in the offer shall be considered as approximate value. No guarantee can be given for an optimised method.

3 Delivery times

The delivery times for standard tests are usually between 6 and 14 working days, or they will be specifically indicated in a written offer.

Express orders (delivery time less than 5 working days) require advance notification by telephone and will be processed within the technically possible time.

Indication of a delivery time will be effected according to the best of our knowledge, however, without any guarantee. The delivery times shall be considered as approximate values.

Any delivery date shall be deemed to be complied with if the analysis result has left the laboratory before expire of the deadline. Partial deliveries are possible. Acts of God will release us from compliance with the specified delivery time. Any claims for damages or withdrawal from contract because of non-compliance with a delivery date shall be excluded.

4. Terms of payment

Our invoices are payable strictly net within 30 days from date of invoice. Any unjustified deductions will be re-charged. Title shall be retained until complete settlement.

In case of continuous analysis orders, invoices may be issued as monthly collective invoices.

5. Methods / Liability

The contractor will carry out the analyses according to the methods and using the resources corresponding to the best available technology in this industry.

The stated results exclusively refer to the samples submitted to us and examined by us. Unless agreed otherwise, the customer shall be responsible for delivery of such samples and for transport.

The customer shall not be entitled to any provision or examination of self-developed analysis instructions or test procedures. This excludes analysis instructions developed according to order, which will be charged. However, detailed information about the characteristics of the used test methods will be made available to the customer on request.

Liability is expressly excluded for the stated analysis results, as well as for any damages resulting from their application.

Developed analysis methods are not validated, unless expressly indicated upon ordering. We will not assume any liability for wrong results from determinations using a method developed by our laboratory.

The analysis results and the underlying raw data will be filed by us and stored for 10 years.

Immediately upon receipt of all goods dispatched according to the "General Terms and Conditions" at hand, the purchaser shall be obliged to check the delivery and to notify the supplier in writing on any objections because of faults, missing items or damages. The goods must be kept available for any procedures of the supplier. If the purchaser should fail to notify the supplier within 20 days after receipt of goods at the purchaser according to the mentioned instructions, the goods shall be deemed to be in compliance with the terms of delivery and irrevocably accepted by the purchaser.

6. Retention of samples / data

On demand, samples (except perishable products) will be retained for 6 months. Retentions shall be effected for a charge.

The analysis results and the underlying raw data will be filed for 10 years.

7. Secrecy

The contractor undertakes to keep all data and information secret, which are made available within the scope of an analysis order on the customer or their products, and not to disclose them to any third party. Unless agreed otherwise in writing, analysis results shall be exclusively notified to the customer.

8. Applicable law

Swiss law shall exclusively apply to any legal relationships between the customer and the contractor.

Burgdorf, 1. September 1998