



Interlabor Belp AG

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General terms and conditions

1. Validity, placing of orders, conditions and early termination

The General Terms and Conditions ("GTC") of Interlabor Belp AG ("INTERLABOR") are an integral part of the contract concluded between the client and INTERLABOR for the provision of scientific and analytical services.

INTERLABOR price lists contain non-binding information and indicative prices. Only written quotations shall be considered binding. Unless otherwise agreed, a quotation is valid for 30 days. Deviating conditions of the client are not accepted by INTERLABOR unless INTERLABOR has expressly agreed to them in writing.

All offers from INTERLABOR are directed exclusively at commercial and industrial clients. All prices are quoted without statutory value added tax ("VAT"). The client will be invoiced additionally for any VAT owed. Prices are subject to change without notice. The conditions mentioned in the price list only apply to trial series.

Details requested by the client on the invoice (e.g. PO number, cost centre, batch number) must be clearly communicated when the order is placed. Premature termination of an order must be notified in writing. Laboratory hours spent up to receipt of the termination notification as well as costs otherwise incurred shall be invoiced to the client.

2. Delivery periods and terms of payment

Delivery is normally made within 8-10 working days, unless a faster delivery (express analysis within 1-5 working days with a price surcharge of 40%) has been agreed. However, information on delivery periods is non-binding unless a delivery date has been expressly promised in writing as binding. The delivery period begins with receipt of the samples after clarification of all technical and commercial questions.

Delivery may become impossible due to unforeseen circumstances such as accidents, fire, staff absences or defects in examination equipment. In such a case, INTERLABOR may withdraw from the contract in whole or in part without the client being entitled to a replacement delivery or compensation.

Invoicing is monthly, payable net within 30 days of invoicing.

3. Samples and security risks

The client is solely responsible for the delivery and quality of the samples. Unless otherwise agreed or collected by the client, the samples will be disposed of 30 days after completion of the analysis. If explicitly agreed in writing, they will be returned or stored at the client's expense. The client is generally responsible for storing trial samples.

If samples submitted to INTERLABOR have special risks (e.g. explosive, carcinogenic, toxic), the client must communicate this in writing by labelling the sample containers and upon placing the order.

4. Quality standard, document and data archiving

Analytical tests within the scope of accreditation of INTERLABOR are performed according to the requirements of ISO 17 025. Information on the measurement uncertainty is available on request. The evaluation of the measurement results is carried out without taking into account the measurement uncertainty. Tests outside the scope of ISO 17 025 are performed according to the current state of the art and are not validated. INTERLABOR uses public or own methods, unless the client requests otherwise. For GMP-compliant contract analysis, a quality agreement and product-specific validation are required.

Test reports/analysis certificates and raw data are archived for a maximum of 10 years.

5. Confidentiality

INTERLABOR undertakes to treat as confidential information, analysis results and procedures from the business area of the client which are neither generally accessible nor known. Unless agreed otherwise in writing, INTERLABOR shall communicate the results exclusively to the client. The disclosure of documents and information within the scope of official inspections in areas regulated by law or regulations (ISO 17 025, GMP) is excluded from confidentiality.

The client undertakes to keep secret the analytical procedures developed by INTERLABOR itself on the occasion of an analytical service and all information and knowledge concerning them, unless exclusive development has been agreed or INTERLABOR has consented in writing to their being passed on to individual recipients.

6. Intellectual property

Analytical procedures developed in-house on the occasion of an analytical service remain the intellectual property of INTERLABOR, unless exclusive development has been agreed. The client may not pass on intangible rights, information and knowledge concerning analytical procedures. This excludes both the forwarding to state authorities on the basis of law or official order and the use for registration purposes. In particular, the client is not entitled to apply analytical procedures developed by INTERLABOR and information and knowledge concerning them himself or to commission third parties to do so, unless he has received written permission from INTERLABOR. The client is prohibited from disposing of information and knowledge relating to the analytical procedures and from registering industrial property rights.

The client is also liable to INTERLABOR for any infringement on the part of involved third parties as well as its own current and former employees.

7. Cooperation, feedback and right of access for audits

INTERLABOR does not subcontract to external experts, laboratories or other third parties within legally regulated areas or the scope of accreditation without informing the client. If there is no immediate objection by the client after being informed about the award of a subcontract, this award is deemed to be approved. INTERLABOR has a regulated procedure for feedback from the client. INTERLABOR grants the client the right of access to the premises in which the analytical services are carried out after prior appointment and under the accompaniment of a representative of INTERLABOR for the purpose of carrying out an audit. Archived documents and raw data of the test in question shall be inspected upon request.

8. Liability, applicable law and place of jurisdiction

Unless otherwise agreed, INTERLABOR shall be liable exclusively for intent and gross negligence. Any liability beyond this is excluded. This regulation also applies to damages caused by auxiliary persons.

Contracts concluded with INTERLABOR for the provision of scientific and analytical services shall be governed exclusively by Swiss law. The sole place of jurisdiction is Bern.

9. Status

This version of 1 October 2022 replaces all previous versions.