

General Terms and Conditions

of Labor Veritas AG

1 Exclusive Application of the General Terms and Conditions of Labor Veritas AG

Labor Veritas AG (referred to as «Labor Veritas») provides all its services (analysis, consulting, trading), unless otherwise agreed upon in writing (including email), on condition that the customer accepts the present General Terms and Conditions in their current version without reservation.

2 Placing of Order

Any order for analysis or consulting (see form) must be in writing (including email) and clearly specify the type and scope of the desired services. The binding agreement between Labor Veritas and the customer with regard to a specific order (referred to as «Service») becomes enforceable upon acceptance of the order by Labor Veritas (in writing or by email). Labor Veritas is entitled to reject an order without any reason.

3 Early Termination of the Service

If the customer terminates a Service after receiving the acceptance from Labor Veritas, the Service already completed up to the receipt of the termination shall be charged at the applicable price (see clause 5).

4 Methodology of Analyses and Quality Management

Labor Veritas performs and provides analytical examinations within the scope of accreditation according to the requirements of ISO/IEC 17025. The testing procedures within the accredited scope are listed in the annex to the accreditation certificate. Non-accredited testing procedures are identified as such in the service catalog.

As far as possible, the examinations are carried out according to officially recognized standard methods. Where such methods are not available, Labor Veritas uses its own testing methods which are in accordance with the current state of science and technology.

On request, analytical examinations for the pharmaceutical sector can be carried out under GMP terms (Labor Veritas has Swissmedic approval for the chemical, physical and microbiological quality control of pharmaceuticals or their raw materials). GMP orders are only accepted if the cooperation with the client has been contractually regulated in advance in a GMP-compliant manner.

5 Prices

The current prices for analyses by Labor Veritas are listed in the service catalog, which is available on the website of Labor Veritas (www.laborveritas.ch). The prices in the service catalog apply to individual analysis. Price reductions for large sample series or standing orders are agreed with the customer on a project-specific basis. For rush orders, surcharges will be charged according to the service catalog.

The price total calculated using the catalog data is not binding if sample-related additional expenses are required (e. g. special sample preparation, methodological adjustment or additional quality check).

Services not listed in the service catalog will be charged at anticipated costs to according rates.

Labor Veritas reserves the right to change the prices according to the service catalog, in particular due to the increase of third-party costs or unforeseeable extraordinary circumstances.

All prices are quoted in Swiss francs and exclusive of value added tax.

6 Delivery Times

The processing times of orders depend on their type and scope. The processing times of orders depend on their type and scope. Labor Veritas endeavors to complete the order as expeditiously as possible. However, stated delivery times do not create binding delivery deadlines.

Unforeseeable loss of personnel or equipment may result in Labor Veritas not being able to meet stated delivery times. Accordingly, the customer's right of withdrawal (art. 366 of the Swiss Code of Obligations) as well as all claims for damages due to non-compliance with a delivery time are excluded.

7 Terms of Payment

Invoices from Labor Veritas are to be paid in full without deductions within 30 days of the invoice date. Unauthorized deductions will be invoiced subsequently.

In the event of default in payment by the customer, Labor Veritas reserves the right to demand advance payment for further services in addition to full payment of all outstanding amounts prior to rendering further services.

The offsetting of claims of the customer against Labor Veritas with claims of Labor Veritas against the customer is excluded.

8 Sample and Data Storage

The remains of non-perishable samples are stored for 30 days after completion of the analysis and then destroyed. Remains of perishable samples are disposed of immediately after completion of the analysis.

Results are retained by Labor Veritas for 5 years from the date of report. After expiration of this period, Labor Veritas may destroy all results (and further data/documents concerning the Service/customer).

9 Involvement of Third Parties and Awarding of Subcontracts

If necessary, and in compliance with regulatory requirements, Labor Veritas may involve third parties (external experts or other laboratories) for partial or complete performance of services. To the extent required by the regulatory requirements, Labor Veritas shall request the customer's consent. The customer may not refuse his consent in an unreasonable manner.

10 Confidentiality

Labor Veritas shall treat all data and information which become known about the customer and his products in the course of processing the order as strictly confidential and to keep them secret from third parties. The examination results will be communicated exclusively to the customer or to the person expressly designated in the order. The disclosure of information to third parties is only permitted (a) if it is required for the proper execution of the order in accordance with instructions by the customer, (b) if ordered by a governmental authority or (c) according to regulations. Any subcontracting experts or laboratories shall comply with this confidentiality clause.

The customer shall treat all data and information which become known about Labor Veritas and its products and analysis methods in the course of processing the order as strictly confidential and to keep secret from third parties. Exempt from this is disclosure by order of a governmental authority or according to regulations. Without prior written consent (including email) from Labor Veritas, the customer is not permitted to use information or data from Labor Veritas, in particular concerning analysis procedures, for his own purposes or to make them available to third parties.

11 Intellectual Property

Unless otherwise agreed upon with the customer in writing (including email), (a) all intellectual property existing in relation to the activities of Labor Veritas or arising from the provision of services to the customer and (b) all intangible rights to the results of services (irrespective of their legal protectability) shall be the exclusive property of Labor Veritas, in particular all analyses and analysis procedures, methods, raw data, reports, etc. In particular, the customer shall not be entitled (subject to opposing mandatory regulatory provisions) to delivery of internal work results which are not evident from the analysis result. In addition clause 10 para. 2 shall apply in any case.

The delivery of an analysis result does not allow the customer to use the company name or a trademark of Labor Veritas for commercial purposes without prior written consent (including email) of Labor Veritas.

12 Examination of Analysis Results

The customer shall check the analysis results upon receipt and notify Labor Veritas in writing (including email) of any recognizable errors or defects within 20 days and of any hidden defects immediately after their discovery. After expiration of this period, the analysis results are deemed to have been approved and without defect.

In the event of a defect, Labor Veritas has the right, in order to remedy the defect, either (a) to remedy the defect (rectification), (b) to deliver a new analysis result (replacement), or (c) to reasonably reduce the price payable by the customer. Other or further remedies or claims of the customer are expressly excluded.

13 Waiver of Liability/Limitation of Liability

Unless expressly stated otherwise in these General Terms and Conditions and to the extent it is permitted by law, Labor Veritas waives all liability for damage caused by Labor Veritas or its auxiliary persons due to slight or moderate negligence. In particular, Labor Veritas shall not be liable for indirect damage (such as damage resulting from the use of the analysis results) or pure financial loss (such as loss of production, costs of production line conversions, incorrect investments, useless projects or loss of profits).

All liability of Labor Veritas with regard to the customer is excluded if and to the extent that non-performance or violation of the contract is due to circumstances beyond the control of Labor Veritas, in particular to events of force majeure such as war or riot, terrorism, civil unrest, power cut, destruction of essential industrial plants or equipment by earthquakes, fires, floods or storms, administrative orders, labor disputes, epidemics/pandemics or other similar events.

14 Severability Clause

If any provision of these General Terms and Conditions is or becomes invalid for any reason, this shall not affect the validity of the remaining provisions.

15 Place of Jurisdiction and Applicable Law

For all disputes arising from or in connection with their business relationship, the contracting parties agree that the courts in the city of Zurich shall have exclusive jurisdiction. The parties declare Swiss law to be exclusively applicable.

16 Prevailing Language

Should the English translation differ from the German version, the German language always prevails.