



General Terms and Conditions of TESTEX AG

1. Placing of orders

A clearly formulated, written test order stipulating the type and scope of the services required forms the basis for smooth execution of the test order.

2. Cancellation

If an order which has been placed is revoked, the work already performed up to the date of receipt of the cancellation will be invoiced in respect of actual expenditure on the basis of TESTEX AG's currently valid hourly rates.

3. Methodology

The tests will be performed in accordance with officially recognized standard methods. Where these do not exist, TESTEX AG will use processes it has developed itself. New methods can be developed in cooperation with the client and used by mutual agreement.

TESTEX AG retains sole ownership of any property rights or the exclusive right to exploit new methods developed together with the client.

As an accredited testing laboratory, TESTEX AG complies with standard ISO 17025.

4. Scale of charges

Prices are calculated in each individual case on the basis of the specific test order and the test methods used, and are offered to the client in writing with a period of validity of two months. The offer is binding upon TESTEX AG for this period. Special prices can be agreed upon for large-scale series of tests. All prices quoted are to be understood as exclusive of value added tax.

5. Delivery dates

The process time depends on the type and scope of the tests to be performed. The client is assured that the order will be dealt with as promptly as possible. Orders with advance payment will be dealt with immediately upon receipt of the credit to our account.

Unforeseeable personnel absences or equipment failures release TESTEX AG from the obligation to adhere to agreed delivery dates, and preclude any claims for compensation which may arise therefrom.

6. Terms of payment

TESTEX AG's invoices must be settled net within the payment term from the invoice date as stipulated on the invoice. In the event of delayed payment, 5% interest becomes payable. In the case of advance payment the invoiced amount must have been received by TESTEX AG before the order is processed.

7. Safekeeping of specimens and data

Any residue of the material tested will be stored for no more than 6 months. If the client wishes the residual material to be returned after testing is concluded, this must already be requested when placing the order. Test results are retained for five years.

8. Consultation of third parties

TESTEX AG can consult external specialists or other laboratories as required and in conformity mutatis mutandis with the duty to exercise due care as stipulated in the quality management system.

9. Secrecy

TESTEX AG undertakes to maintain strict secrecy vis-à-vis third parties with regard to all information, data and test results received or obtained in the context of an order; the instances listed in Clause 8 are excepted from this.

10. Liability

TESTEX AG is liable to the client for accurate and careful execution of the order within the meaning of Art. 398, paragraph 1 and 2 of the Swiss Code of Obligations.

Liability is confined to direct losses inflicted on the client through gross negligence or intent due to faulty test results.

Liability is precluded for direct losses caused by slight negligence, and in general for losses which have not been caused by the test results, as well as for indirect losses and consequential losses.

Liability is limited to no more than 80% of the value of the order per claim.

The same rules are analogously applicable for the PPE certifications.

11. Amendments to the General Terms and Conditions

TESTEX AG retains the right to amend the General Terms and Conditions at any time. The client will be notified of such amendments by circular letter or in another appropriate manner. In the absence of objections by the client within one month, they will be deemed approved.

12. Applicable law and jurisdiction

All legal relations between the client and TESTEX AG are governed by Swiss law – to the exclusion of any international treaties.

Place of performance, place of execution (this latter only for persons resident abroad), and exclusive jurisdiction for all disputes arising in connection with the legal relations between the client and TESTEX AG is Zurich.

However, TESTEX AG is also authorized to assert its rights at the client's domicile or before any other body exercising jurisdiction, whereby Swiss law remains exclusively applicable. – Version 2.0/ 17.06.09

proven since 1846