



General Business Terms

1. Validity

All services are made exclusively according to the current price list or to a written offer and these General Business Terms, as far as these have not been changed or supplemented by written agreements. The price list is calculated on the basis of sample series. For the analysis of single samples, INTERLABOR may demand an individual extra charge. Order cancellations require a confirmation in written by INTERLABOR. Effected laboratory hours by that time will be charged. Price changes and errors are reserved.

2. Delivery deadlines

Standard examinations: standard time: approx. 8 to 10 working days. Express analyses: 1 to 5 working days, 40 % extra charge. For GMP conform analysis a supplement will be charged. Delivery deadlines start on receipt of samples and clarification of all technical and commercial questions. Acts of God like accidents, illness, burning, understaffed times, serious defects on examination equipment, release us temporary or completely from our duty to execute the order.

3. Terms of payment

Payment monthly on invoice, payable within 30 days strictly net. All prices exclusively value-added-tax (VAT). Clients with a foreign domicile receive an invoice without swiss VAT. In case that additional laboratory hours are necessary, the arising costs will be summed up separately after consultation with the client.

4. Samples and archives

The client is responsible for delivery and condition of the samples. 15 days after invoicing, the samples will be removed, returned (charged with costs) or stocked according to special agreement with the orderer. The orderer is responsible for samples to remain as pattern. Examination reports and data are put in archives for 10 years.

5. Quality standard

Analytical tests within the coverage of accreditation of INTERLABOR are executed according to the requirements of ISO 17025. Tests outside the scope of ISO 17025 are performed according to state of the art and are not validated. INTERLABOR uses its own methods, as far as the client does not wish for the contrary. A special service contract about obligations and responsibilities and a product-specific validation are required for GMP conformity.

6. Confidentiality and Intellectual Property

Information, analysis results and methods resulting of the field of activity of the contractant, which are neither generally accessible nor known, will be treated confidentially. Results are exclusively given to the orderer, exceptions only in relation with another agreement in written. Within legally regulated areas, documents and informations requested by authorities during inspections are excepted from confidentiality. The analyses techniques developed by INTERLABOR are intellectual property of INTERLABOR. The techniques are disposal of the orderer by payment.

7. Teamwork and customer feedback

In case of complex tasks external experts or laboratories may be consulted. However, INTERLABOR will not place any subcontracts within the scope of accreditation or regulated areas like GMP. INTERLABOR has a regulated procedure for customer feedback. Each reply will be individually noticed by the management and is worked up by the responsible manager or analytic expert. The client will be informed about the result of his reply.

8. Free access

INTERLABOR gives the customer the right of free access ("audit") to the area of corresponding examination. If requested, documents and data of the examination are at disposal. According to the recommendation of the Association of Swiss Service Laboratories (Gesellschaft Schweizerischer Dienstleistungslaboratorien GSDL), the first audit will not be compensated, additional audits will be invoiced.

9. Responsibility, liability and court of law

As far as not explicitly agreed upon, **INTERLABOR is not responsible for the analyses results and the consequences resulting from these.** In case that examination samples delivered to INTERLABOR carry special risks (e.g. explosive, cancerogen, toxic) the orderer has to direct our attention to this by marking the sample and by mentioning it in the written order. Otherwise he is responsible for personal and property damage, caused by examination samples. If an order is placed on behalf of and at the expense of a third person, the proxy and the representative are together liable towards INTERLABOR for the accomplishment of all obligations resulting from the order condition.

All our offers exclusively are directed to commercial and industrial clients. Exclusively Swiss law is applied. Exclusive **court of law is Belp.**

11. Status

The present version status dated August 1st. 2009 replaces all former stati.