

General Terms and Conditions NIUTEC AG

1. Contract validity

The NIUTEC AG General Terms and Conditions, as well as other agreements and conditions derived from quotes, shall also apply to orders which - verbally or in writing - were already issued before the delivery of the quote. The fact that the samples are delivered shall be deemed to be the placing of an order without explicit instruction.

2. Sample delivery

The samples may be delivered personally, by post, courier or by other means. The samples must be clearly and legibly labelled and provided with sufficient information regarding the sender. The corresponding order with the analysis programme can also be sent separately at a later date. Please get in touch for delivery before 7.30 am or after 7 pm (052 / 262 21 92).

3. Delivery time / response time

Unless otherwise agreed, the delivery period for the results of individual samples or small series (up to 9 samples) shall be 10 working days from receipt of the samples by the laboratory. For a large number of parameters per sample, for special, non-routine analysis procedures or for complex tasks, longer delivery times must be expected.

The delivery period shall commence as soon as NIUTEC has received all necessary information, data, permits, etc. and the essential technical points have been clarified. The delivery period shall be reasonably extended if information required for the execution of the order is not received in time or if the customer subsequently makes changes and thus causes a delay in delivery.

For extremely short response times, the surcharges listed under point 11 will be made.

4. Data transmission

Unless otherwise agreed, the results will be sent to the customer as a standard report by email and only by post upon customer request.

The analysis report shall contain the data provided by the customer for the identification of the samples, a short description of the analysis methods used and the analysis results corresponding to the order.

Additional reports or assessments will be charged upon agreement.

5. Methodology

The analysis methods used are in line with latest technology. A brief description of the methods is provided with the results in the analysis report. The customer is not entitled to receive a detailed methodology analysis.

Any intellectual property, know-how and the like resulting from the performance of the services or otherwise contained in the results shall belong to NIUTEC and may be used at NIUTEC's discretion. Special methods developed on a contractual basis are excluded if the work has been paid for in full by the client.

6. Guarantee

NIUTEC guarantees that the analytical work will be carried out properly and conscientiously in accordance with the latest available technology.

The customer is required to check the results as soon as possible upon receipt. If faults or defects caused by NIUTEC are reported using a relevant form immediately upon their discovery, the guarantee shall cover a correction of the relevant results by carrying out required procedures error-free.

7. Liability

NIUTEC shall be liable for damage only if such damage is caused solely by an erroneous test result NIUTEC culpably caused through gross negligence. All further claims for damages are excluded.

The liability sum for such material damage shall not exceed the price of the service in question.

8. Confidentiality

We undertake to keep results and findings confidential from third parties.

Both contracting parties shall treat all information from mutual areas of operation that is not generally accessible secret and confidential.

9. Archiving / Disposal

All results, raw data and documents are archived at NIUTEC for a period of 13 years, in special cases for 31 years, in the absence of any other agreement.

Unless otherwise agreed, solid samples shall be disposed of within one year and liquid samples within one month after completion of the work and transmission of the results. NIUTEC is responsible for the environmentally sound disposal of analysis samples.

Upon special requests, samples may be returned to NIUTEC for a fee or stored at NIUTEC's premises.

10. Prices

In principle, the prices listed in the current price list at www.niutec.ch apply.

Larger assignments, long-term or complex orders are handled subject to a separate quote.

11. Additional charges

Urgent assignments with an extra short response time carry an additional 20% charge. If the work is to be carried out at night or on weekends or holidays, it can be priced with a surcharge of 100% of the unit price. Expenses, which could not be foreseen when the order was placed and which are necessary to achieve correct results (elimination of sample-specific disturbances, validation through methods' comparison), will be charged after consultation. Loaned sampling equipment will be invoiced in case of damage.

12. Terms of payment

30 days from date of invoice.

13. Jurisdiction

All legal relationships between the customer and NIUTEC are governed by Swiss law. Winterthur shall be the place of jurisdiction and execution.