

General terms & conditions for laboratory services

1. General purpose

The following general terms and conditions (GTC) for laboratory services regulate the completion, content and settlement of services between the STS 0522 testing laboratory for glass fibre- and natural fibre reinforced plastics (hereinafter referred to as "contractor") and the customer (defined as the person(s), firm or company who purchases the goods and/or services from the STS 0522 testing laboratory). These standard terms and conditions shall prevail over the customer's standard terms and conditions of purchase. The contract (defined as a written agreement between the contractor and the customer for the provision of service, incorporating these conditions) shall consist of the following contractual documents, in the following order of priority:

1.1 Contract i.e. contractor's written acknowledgement of receipt and acceptance of the customer's order.

1.2 These terms and conditions.

Modifications of the contract are only valid when confirmed by the contractor in writing.

2. Offers and conclusion of the contract

Contractor's offers are non-binding, i.e. they shall constitute only an invitation to the customer to make a binding offer. Without prejudice to contractor's right not to accept an order, offers shall be available for acceptance for a maximum period of 30 days from the date of receipt by the contractor. The offers of contractor and its appertaining documents may not be reproduced or made accessible to third parties without written consent of the contractor and shall remain the contractor's property at all times. Said documents may only be used within the scope of the contract. The contractor shall send the customer written confirmation of the contract. The scope of service to be provided by the contractor shall be determined by the order confirmation form.

3. Confidentiality

The parties agree to keep in confidence any and all information and know-how received from the other party in connection with the performance of the contract, as well as not to give to third parties access thereof and not to use the same for business purposes. The laboratory shall inform the customer in advance, of the information it intends to place in the public domain. This obligation does not apply to information and know-how that provably and in its entirety

a) Was already common knowledge prior to communication thereof to the receiving party.

b) Became common knowledge thereafter through no fault of the receiving party.

c) Was already known to the receiving party prior to communication thereof.

d) Was made accessible to the receiving party by a third party after communication thereof.

e) Was made publicly available by the customer.

f) Was agreed between the laboratory and the customer (e.g. for the purpose of responding to complaints.

g) The laboratory is required by law or authorized by contractual arrangements to release confidential information.

The customer shall regard the contractual relationship as a business secret and shall not disclose it without the contractor written consent.

The customer or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the customer obtained from sources other than the customer (e.g. complainant, regulators) shall be confidential between the customer and the laboratory. The provider (source) of this information shall be confidential to the laboratory and shall not be shared with the customer, unless agreed by the source. Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information obtained or created during the performance of laboratory activities, except as required by law.

4. Customer's obligation to provide information

The customer shall ensure that the contractor receives unsolicited and in due time all the documents, samples and information necessary for the performance of the services. The contractor shall be entitled to assume that the facts as stated by the customer, particularly the figures and documents provided, are accurate and complete, unless it is expressly agreed in writing that said information and / or documents have to be checked as part of the services.

The customer guarantees in the sense of Art. 111 of the swiss code of obligations that the test sample(s) are not harmful (such as e.g. containing asbestos) for, including but not limited, the environment and human beings whether prior, during, or after the testing (which may include destruction of the test sample).

5. Scope of service

The contractor undertakes to perform the work or services specified in the contract. The contractor shall perform the laboratory services as an independent contractor in a professional manner in accordance with generally accepted standards appropriate to the services agreed upon. The contractor shall notify the customer within due time if it should emerge during the handling of the order that the work or service in question cannot be carried out or that the technological and/or manpower requirements for the performance of the services considerably differ from those originally calculated or allowed for. The contracting parties shall then discuss and decide in good faith whether to continue the performance of the services or not and, if continuation should be decided, on what scale and at what cost. If agreement cannot be reached, each of the contracting parties shall be entitled to terminate the contract immediately by written notice. In each case of such termination there will be no indemnification due by the contractor to the customer and the contractor shall be entitled to reimbursement of all expenses therefore incurred and payment of remuneration corresponding to the actual services rendered.

6. Right to inspect

The customer is entitled, upon reasonable prior notification, to access relevant areas of the laboratory for the witnessing of tests performed for the contractual obligations. Such inspection shall not interfere with contractor's general performance and other contractual obligations of the contractor (particularly confidentiality obligations with other customers and the preservation of contractor's business secrets).

7. Reporting

The results of a service shall usually be summarized in a report. The report shall usually be written in English. If the customer wishes to receive the report in another language, it must notify the contractor of this in writing before the latter starts its work and reimburse translation services, if any.

The contractor's report shall not be used by the contractor as and does not constitute any explicit or implicit guarantee.

The customer has the right to obtain the measurement uncertainty upon request.

8. Test materials/samples

Before the contractor starts its work, the customer must expressly instruct the latter as to whether or not wishes to receive back the test materials/samples provided (test materials, products, devices, etc.) after the contractor has

finished its work. If the customer does not give any such express instructions, the contractor shall be entitled to use these test materials/samples as it sees fit which may include their destruction. The customer shall bear all transportation costs of test materials/samples (to and from the contractor) and any test material/sample disposal costs incurred by the contractor.

9. Price and payment conditions

The remuneration shall be calculated according to the contract. The price shall be based on the fundamentals known when the contract is concluded, and provided that all preconditions agreed at that time are fulfilled. If these fundamentals or prerequisites change, the contractor is entitled to demand that the contract and the agreed price be amended accordingly. Unless specified otherwise in the contract, all prices mentioned in the contractor's offer will be exclusive of VAT or any other taxes, levies or surcharges and all costs or charges in relation to packaging, labelling, loading, unloading, carriage, freight and insurance all of which amounts the customer will pay, where appropriate, in addition when it is due to pay for the work (means goods and services).

On orders whose value exceed € 6.000 (six thousand) or whose completion will probably take more than three months, the contractor is entitled to submit interim invoices for expenses incurred and services rendered in respect of each stage of work, as defined in the contract and completed for the customer.

Unless otherwise agreed by the contractor in writing the payment shall be due 30 days upon issuance of the invoice by the contractor. Offsetting is not permitted. The invoice shall include VAT and the customer shall make all payments to the contractor free and clear of, and without reduction for or on account of, any present or future income, stamp or other taxes, levies, import duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever now or hereafter imposed, levied, collected, withheld or assessed by any governmental entity. If payments received from the customer are not stated to refer to a particular invoice, the contractor may allocate such payment to any outstanding invoice addressed to the customer from the contractor.

In case of non-timely payment, the contractor shall be entitled to, at its sole discretion, treat the whole contract as cancelled by the customer or to suspend all further work on any contract(s) between the contractor and the customer and, without prejudice to the foregoing, charge a fixed indemnity or late fee, as the case may be, of 10% payable within 10 days upon the issuance of the respective written notice to the customer.

10. Deadlines

Periods defined for the performance of the contract shall not be binding unless expressly marked as binding in the contract.

Agreed deadlines for providing a service are valid except in cases of force majeure. The deadlines apply only on condition that the customer timely provides the contractor with all necessary information, documents, instructions, approvals or test materials/samples required for the services to be provided.

11. Force majeure

In the event of the performance of any obligation accepted by the contractor being prevented, delayed, or in any way interfered with by direction of, including but not limited, government, war, industrial dispute, strike, breakdown of machinery or plant, accident, fire or by any other cause beyond contractor's control, the contractor may at its option suspend performance or cancel its obligations under the contract without liability for any damage or consequential loss resulting therefrom, such suspension or cancellation being without prejudice to contractor's right to recover all sums owing to it in respect of work performed and costs incurred prior to the date of suspension or cancellation.

12. Liability

The contractor's liability shall be limited to the extent legally permissible (quantitative and qualitative).

13. Notification of defects

The customer must notify any defects immediately and in writing, within 15 calendar days of receipt thereof, specifying the exact defects. Hidden defects must be notified to the contractor immediately upon discovery, but not later than two months after receipt of the items. This shall not affect the periods of limitation of liability and/or guarantee. The burden of proving that a defect is a hidden defect shall rest at all times with the customer.

14. Proprietary rights

Notwithstanding of any payments under the contract the contractor shall retain full intellectual and industrial ownership in the documents it draws up in the context of the services rendered as well as inventions made arising out of or in connection with the performance of the contract. The contractor shall be authorized to give information about the project of services which is the subject of this contract strictly for references. Information given shall be general and shall relate solely to a brief description of the contractor's service and the main characteristics of the project of services (function, volume, surface area and amount of investment).

The customer shall be solely liable for any infringement of third-party proprietary rights and patents resulting from its provision of information, documentation, samples, materials, etc. for carrying out the services by the contractor, and shall safeguard and shall fully indemnify the contractor against any such claims and all costs involved with it, including attorneys' fees. The customer shall bear any royalties or other costs that are incurred to avoid infringing proprietary rights and/or patents.

15. Subcontracting

The contractor shall be entitled to subcontract the performance of the contract, in full or in part, provided that it has advised the customer of the arrangement in writing and, when appropriate, it has gained the approval in writing of the customer. This performance shall be placed with a competent subcontractor. A competent subcontractor is preferentially one that is accredited according to DIN EN ISO/IEC 17025 for the performance in question. In case this requirement cannot be fulfilled, it will be verified that the subcontractor complies with DIN EN ISO/IEC 17025 international standard. The contractor is not responsible to the customer for the subcontractor's work in the case where the customer or a regulatory authority specifies which subcontractor is to be used.

16. Entry into force

This contract shall enter into force upon its execution.

17. Applicable law / forum

This contract shall be subject to and governed by the laws of Switzerland.

Any dispute, controversy or claim arising out of or in connection with this contract, including its validity, invalidity, breach or termination thereof, shall exclusively be settled by the commercial court of the canton of Aargau.