

General terms and conditions (GTC)

Version: 01

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1 GENERAL

These General Terms and Conditions (GTC) govern the conclusion, content and processing of service contracts between aQuaTox-Solutions GmbH and the client. Deviating and additional provisions shall only apply if they have been agreed in writing and signed by both parties.

Deviating terms and conditions of the client are only part of the contract, if they are explicitly and in writing recognized by aQuaTox-Solutions.

2 CONVENTIONS OF THE TREATY

If the client of aQuaTox-Solutions GmbH places an order, the contract is concluded with the placing of the order. The basis for this may be an offer from aQuaTox-Solutions GmbH, which is subordinated to the client.

Cancellation of an order requires the written confirmation of aQuaTox-Solutions GmbH. Laboratory hours used until then will be charged.

3 NATURE AND SCOPE OF SERVICES

The services to be provided by aQuaTox-Solutions GmbH are examination services in which toxicological or environmental toxicological analyzes of chemicals, environmental samples are carried out and evaluated. The work results are usually recorded in a report. The scope of services of aQuaTox-Solutions GmbH depends on the offer or the order confirmation including any supplements.

4 REPORTING

The report will be written in German or English after consultation with the client. If the client wishes to receive the report in another national language, he must explicitly notify aQuaTox-Solutions GmbH when placing the order. All associated additional costs will be charged to the client.

Investigation reports and raw data are archived for 10 years.



5 SAMPLE MATERIAL

The responsibility for the delivery and condition of the samples is the responsibility of the client. The client has to explicitly inform aQuaTox-Solutions GmbH when placing the order, if he wishes to get back the submitted test material or the product samples after completing the order. Otherwise aQuaTox-Solutions GmbH is entitled to dispose of it after completion of the work. aQuaTox-Solutions GmbH reserves the right to charge any costs for the return transport as well as for the disposal to the client.

If the submitted materials or product samples contain specific risks (eg. explosive, carcinogenic, toxic), the client must draw attention in writing to this by labeling the shipping containers and on the order..

6 QUALITY STANDARDS

aQuaTox-Solutions GmbH is not accredited to GLP or ISO 17025. However, all analyzes are performed under GLP and ISO 17025 requirements. These analyzes are performed according to the state of the art and are not validated. aQuaTox-Solutions GmbH uses public or private own methods, unless the client wishes otherwise.

7 DEADLINES

Any agreed dates or deadlines for the provision of services are subject to events of force majeure (eg accidents, illness, fire, staff shortages, serious defects in examination equipment). The deadlines begin to run as soon as aQuaTox-Solutions GmbH and the client have agreed on all details of the order and the client has given aQua-Tox-Solutions GmbH all documents and materials required for the provision of the service.

8 CONFIDENTIALITY

aQuaTox-Solutions GmbH commits itself to the confidentiality of information, analysis results and methods from the business area of the client, which are generally unknown to third parties. Unless otherwise agreed in writing, we will communicate the results exclusively to the client. Excluded from confidentiality is the disclosure of documents and information in the context of official inspections in legally regulated areas.

The analytical methods developed by aQuaTox-Solutions GmbH are the intellectual property of aQuaTox-Solutions GmbH. aQuaTox-Solutions GmbH informs the client about changes in analytical procedures within legally regulated areas ("change control").



9 COOPERATION AND CUSTOMER FEEDBACK

In the case of complex and interdisciplinary tasks external experts or laboratories can be consulted. aQuaTox-Solutions GmbH does not award subcontracts within legally regulated areas. aQuaTox-Solutions has a well-regulated procedure for recording and processing customer feedback. Each feedback is individually recorded and processed with the knowledge of the management. The customer will be informed about the result of his feedback.

10 COMPENSATION

Unless otherwise agreed, the applicable tariffs and hourly rates of aQuaTox-Solutions GmbH apply. The hourly rates apply to services during normal business hours. For urgent work, which must be done in consultation with the client outside business hours, a surcharge of 50% will be charged. Travel time is considered working time. If a fixed price is agreed, it shall be based on the principles known at the time the contract was concluded and on the condition that the conditions agreed at that time are met. If these fundamentals and conditions change, aQuaTox-Solutions GmbH can demand an adjustment of the fixed price. Invoices from aQuaTox-Solutions GmbH are payable without deductions within 30 days of the invoice date.

11 WARRANTY

aQuaTox-Solutions GmbH warrants a careful execution of the assigned order according to the state of the art and technology. In the case of laboratory services, the test results always refer only to the samples provided by the client and examined by aQuaTox-Solutions GmbH. aQuaTox-Solutions GmbH does not warrant that the test results also apply to other deliveries of the same material, substance, etc. The warranty period is one year. The defects must be reported in writing to aQuaTox-Solutions GmbH within 10 days of becoming aware or of their occurrence.

12 LIABILITY

aQuaTox-Solutions GmbH is liable for damages of the client or indirectly affected third parties only if the customer can prove that this damage was caused by intent or gross negligence. The client is obligated to indemnify aQuaTox-Solutions GmbH against third-party claims for damages, which are not based on deliberate or grossly negligent behavior of aQuaTox-Solutions GmbH. Insofar as aQuaTox-Solutions GmbH is liable for damages, it is liable only for the contractually typical, reasonably foreseeable damage.



Liability for indirect and consequential damages (eg loss of profit, consequential damage) is excluded to the extent legally possible.

The client is liable for damages to aQuaTox-Solutions GmbH, which emanate from his samples and whose possibility he did not point out when placing the order or delivery.

13 FINAL PROVISIONS

All offers of aQuaTox-Solutions GmbH are aimed exclusively at commercial and industrial customers as well as at authorities.

Place of performance is Wallisellen (ZH, Switzerland). The place of jurisdiction is the court responsible for Wallisellen. Only Swiss law is applicable to the contractual relationship.

Wallisellen, 18. February 2018

aQuaTox-Solutions GmbH

