

General Terms and Conditions

1. Validity, ordering, conditions and early termination

The General Terms and Conditions of Interlabor Belp AG ("INTERLABOR") are an integral part of the agreement on the provision of analytical services entered into by Client and INTERLABOR. All services provided by INTERLABOR are rendered exclusively in accordance with the valid price list or on the basis of a written offer, as well as these General Terms and Conditions, provided the latter have not been modified by any written agreements. Any deviating conditions of contract or purchase of Client, which have not expressly been accepted in writing, shall be non-binding; they shall expressly be discounted.

All offers of INTERLABOR are made exclusively to commercial and industrial clients. All prices stated do not include statutory VAT. VAT – where applicable – shall be invoiced separately to Client. Errors excepted; prices are subject to change. The conditions stated on the price list apply to sample series only. INTERLABOR reserves the right to charge a supplement for analysing single samples.

Client shall notify INTERLABOR clearly of any details required on the invoice (such as PO number, cost centre and batch number) when placing an order. Early termination of an order shall be notified in writing and must be confirmed by INTERLABOR. Any laboratory hours spent and other costs accrued prior to receipt of the notice of termination shall be invoiced to Client.

2. Terms of delivery and payment

The term of delivery shall be eight to ten working days for standard analyses. For express analyses taking one to five working days, a price surcharge of 40% shall be paid. The term of delivery commences upon receipt of the samples and clarification of all technical and commercial questions. The aforementioned time periods are reference values and do not constitute binding terms of delivery. Any acts of God, accidents, fire, staff shortages or serious defects of the analytical equipment shall temporarily or fully release INTERLABOR from its obligation to execute the order.

Invoices shall be issued on a monthly basis, payable strictly net within 30 days of invoicing. If additional laboratory work is required, the costs incurred by INTERLABOR shall be invoiced separately to Client after consultation with the latter.

3. Samples and security risks

The term of delivery shall be eight to ten working days for standard analyses. For express analyses taking one to five working days, a price surcharge of 40% shall be paid. The term of delivery commences upon receipt of the samples and clarification of all technical and commercial questions. The aforementioned time periods are reference values and do not constitute binding terms of delivery. Any acts of God, accidents, fire, staff shortages or serious defects of the analytical equipment shall temporarily or fully release INTERLABOR from its obligation to execute the order.

Invoices shall be issued on a monthly basis, payable strictly net within 30 days of invoicing. If additional laboratory work is required, the costs incurred by INTERLABOR shall be invoiced separately to Client after consultation with the latter.

4. Quality standard, document and data archiving

Analytical testing within the scope of INTERLABOR's accreditation shall be performed in accordance with the ISO 17025 requirements. Details on the measurement uncertainty shall be made available on request. Any analyses outside of the scope of ISO 17025 shall be performed according to the best available technology and are not validated. INTERLABOR shall use public or its own methods, unless otherwise requested by Client. A contract analysis agreement and product-specific validation are required for GMP-compliant contract analysis.

Certificates of analysis and raw data shall be archived for a maximum of ten years.

INTERLABOR BELP AG

5. Confidentiality

INTERLABOR undertakes to treat as confidential all information, analysis results and methods relating to Client's field of activity, which are neither generally accessible nor known. Unless otherwise agreed in writing, INTERLABOR shall disclose the results only to Client. Within legally regulated areas, the disclosure of documents and/or information requested by authorities within the scope of inspections shall be exempt from confidentiality.

6. Intellectual property

Any analysis techniques developed by INTERLABOR when providing an analytical service shall remain the intellectual property of INTERLABOR, unless the analysis technique was developed solely at Client's request. Client shall not transfer or pass on any intangible rights, information or knowledge relating to analysis techniques. This shall exclude disclosure to a state authority on the one hand and use for registration purposes on the other hand. In particular, Client himself is not entitled to use any analysis techniques developed by INTERLABOR or to instruct a third party to do so, unless Client has the written consent of INTERLABOR. Client is not permitted to sell any information and/or knowledge with respect to the analysis techniques or register any property rights.

Client undertakes to keep confidential all respective information and knowledge, unless INTERLABOR has agreed in writing to disclosure to individual recipients. In case of a breach, INTERLABOR shall be entitled to claim damages in each and every case. Client shall be liable to INTERLABOR for any breach by involved third parties, as well as Client's own and former employees. If Client wishes to acquire the intellectual property right to a specific analysis technique, he shall negotiate the potential sale with INTERLABOR.

7. Subcontracting, feedback and right of access for audits

INTERLABOR shall not subcontract any work to external specialists or laboratories within legally regulated areas or the scope of the accreditation without notifying Client. INTERLABOR has a regulated procedure for feedback by Client. Every feedback is registered individually and processed in depth. Client shall be informed of the result of his feedback. INTERLABOR shall grant Client the right of access ("audit") to the premises in which the analytical services are provided. On request, INTERLABOR shall allow inspection of archived documents and raw data relating to the respective audit.

8. Liability, applicable law and court of jurisdiction

Unless otherwise agreed, INTERLABOR shall be liable only for the diligent performance of the analytical service. Any liability for ordinary negligence or financial losses is categorically excluded. If an order is placed on behalf and at the expense of a third party, then the proxy and the representative shall be jointly liable to INTERLABOR for the fulfilment of all respective obligations.

All contracts made with INTERLABOR and these General Terms and Conditions are governed exclusively by Swiss law. The exclusive court of jurisdiction is Bern.

9. Effective date

This version dated 1st January 2020 shall supersede all previous versions.