General Terms and Conditions of Simec AG - according to QSHB Chapter 18.04

1) Validity / Order
All our services and deliveries are carried out exclusively according to a valid price list or a written offer and these general conditions, as far as these have not been changed or supplemented by written agreements.
Cancellation of an order must be confirmed by Simec AG, the services provided up to that point will be invoiced.
We are entitled to have services performed by third parties, this will be indicated accordingly on the analysis report. Insofar as this is required by quality assurance regulations or other specifications, the transfer to third parties will only take place on the basis of prior agreement with the client.

2) Methods
All analyses are performed according to the technical state of the art. The client has no right on the delivery of analytical methods or procedures which have been developed by Simec AG. Apart from this are method developments the client has ordered and paid for. The customer is responsible for ordering validations and verifications. The validation status is noted on the test report.

3) Nondisclosure
Both parties (client and Simec AG) will treat all data and information of each other, that is not generally accessible or known to public, as strictly confidential. Each party is allowed to get use of results that have been created during the business relation. The confidentiality also applies on all employees. Without any special written order, results are handed over only to the client.

4) Terms
The delivery time for our services start after order confirmation respectively order approval and clarification of all technical and commercial issues. Also all required binding information (specifications, methods, batch numbers,...) and the samples (including references, standards,...) have to be present. Our delivery times are mentioned in our quotations.
The delivery times are reasonable prolonged if the information of the client is subsequently changed and therefore a delay of the analysis is produced.
Our quality philosophy commits us to stick to the deadlines. Anyway, in the case of not predictable problems we are not able to deliver binding promises. If there is a delay, the client is informed immediately, partial deliveries / reports are allowed.

5) Force majeure
In all cases of force majeure or operational malfunctions we are discharged of any deadlines. In this case, the client has no right to cancel the order or to claim compensation. In the case of force majeure or operational malfunctions the client is informed immediately.

6) Archival storage
If there is no other written agreement, analyses results and all raw data are stored for at least 10 (ten) years.
If we receive more than the agreed sample quantity for the analysis, the remaining partial quantity will be stored for a maximum of 6 months if possible (perishable samples max. 4 weeks refrigerated, foodstuffs max. 3 days refrigerated) and will be available for any subsequent analyses. Afterwards, the samples are disposed of properly. There is no right to this storage, the obligation to store retained samples remains with the client.

7) Prices and terms of payment
If not otherwise mentioned, the prices in our pricelists are in Swiss Francs (CHF) and are valid for single samples respectively the mentioned number of samples. Normally, the prices are listed without VAT. For larger requests, written quotations are prepared. If there are larger numbers of samples with the same parameters and matrix, a discount is possible according to prior agreement.
For express orders, the extra costs are added to the analysis price.
Our prices are based on the particular costs of labor and additional costs, therefore the prices can be adjusted at any time according to the trend of prices. The only exempt from this adjustment are our written time-limited quotations.
In the event of a confirmed OOS case in the GMP area, the customer shall bear the resulting costs, in particular all analyses performed.
Additional services from the areas of office or quality assurance must be ordered by the customer accordingly and will be charged according to the current hourly rate (e.g. raw data research, audit trail review)
Invoices have to be settled within 30 (thirty) days based on the date on of the invoice. At ongoing orders, a monthly invoice can be agreed on.

8) Liability
Independent of the cause in law, Simec AG is only liable if a damage based on a faulty analysis result is caused by grossly negligent behavior. All other claims for damages are excluded. In either case, the liability is limited to the particular contract amount (price for services).
If the samples that are sent to Simec AG contain any special risks (e.g. explosive, carcinogenic), these risks have to be clearly marked on the samples as well as in the order form by the client. Otherwise, the client is liable to any damage to property or persons that are caused by such a sample.

9) Quality assurance
We work according to a quality assurance system based on the requirements of EN/ISO 17025 and GMP/GDP. Simec is accredited according to ISO/EN 17025 (STS 0443) as well as GMP and GDP certified by Swissmedic. Our test results are therefore subject to constant review. We strive to ensure the accuracy of our results to the best of our ability. Official methods such as those of the pharmacopoeias, food regulations, national and international methods are considered to be validated, but should be verified individually. The customer is responsible for ordering validations and verifications. The validation status is noted on the analysis report.

10) Analyses of pharmaceutical products
Simec AG is GMP-certified by Swissmedic, the Swiss Agency for Therapeutic Products. The GMP/PIC-rules demand that client and contract laboratory have to sign a GMP-contract with defined responsibilities. These present general terms and conditions are a part of such contracts.

11) Court of jurisdiction
On all legal positions between the client and Simec AG, only Swiss law is applicable.
Place of performance is CH-4665 Oftringen, place of jurisdiction is CH-4800 Zofingen.

12) Translation
If there are any deviations between the original terms and conditions (in German) and a translated version (e.g. English, French), always the content and meaning of the original German version is valid.

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