

GENERAL CONDITIONS OF SALE FOR EXECUTION OF WORK BY LABORATOIRE DUBOIS SA

Subject

LABORATOIRE DUBOIS SA performs all kinds of inspection, analysis and test work, as well as providing all kinds of technical assistance for the purpose of technical development, raising of productivity and improving quality. The aim of the present provisions is to define the conditions under which LABORATOIRE DUBOIS SA performs the work stipulated in the order.

Scope

The present general conditions of sale shall apply to any orders placed by Customers with LABORATOIRE DUBOIS SA for testing, analyses or any other services to be provided.

They shall also apply if the Customer could be familiar with the content of the tests, analyses and other services, especially by means of work performed previously.

Any differences from these general conditions of sale may only be taken into consideration if they have been contracted in written form.

Order

Any service request shall be made in a written order duly drawn up on headed paper or a specific document, by the Customer or Instructing Party. It must include the order date, the specific description of the service, the quotation reference if applicable and the signatory's position. For any oral request, LABORATOIRE DUBOIS SA shall draw up a written order; to be validated; this shall be countersigned by the Instructing Party.

Delivery

The Customer must deliver to LABORATOIRE DUBOIS SA free of charge the samples or other products required for performing the job, with the transport costs at the Customer's expense. The Instructing Party shall bear responsibility for the samples arriving undamaged and presenting no danger.

Unless otherwise specified, the samples supplied by the Customer shall be shipped back to them, at the Customer's expense and liability. If samples are taken by a representative of LABORATOIRE DUBOIS SA on the Instructing Party's site, this service will be invoiced additionally.

Execution of work

Tests and analyses within the scope of accreditation of LABORATOIRE DUBOIS SA shall be performed in accordance with the requirements of standard ISO 17025.

Should there be no recognised methods, neither scientifically nor officially or through existing standards, LABORATOIRE DUBOIS SA shall apply its own tests and analyses developed in-house, which represent its know-how, or indeed its intellectual property, and which cannot be used by the Customer or third parties.

LABORATOIRE DUBOIS SA reserves the option to:

- refuse to perform a service if it deems it to run contrary to its policy in terms of ethics, consumer safety and environmental protection.
- make execution of the order conditional on prior payment of the total price (including VAT) or of a down payment of an amount it shall set.

Results of work

LABORATOIRE DUBOIS SA shall issue the Customer with an inspection report setting out the results and findings of the work. The report may be issued in the form of a printed document and/or in electronic form (PDF format).

The sole legally valid, i.e. binding, version of the inspection report shall be the version bearing the original signature of the authors, which the Instructing Party may consult or acquire on request.

In cases of emergency, it is possible to obtain information in advance by telephone, or in the form of a provisional interim report; however, only the original written and signed inspection report shall be decisive in legal terms.

The analysis and test results figuring in the inspection report shall relate exclusively to the samples sent and inspected.

The inspection report may in no way incur the liability of LABORATOIRE DUBOIS SA in terms of any industrial or commercial applications which may arise from the work performed. Reproduction of a report drawn up by LABORATOIRE DUBOIS SA is only authorised in the form of a full photographic facsimile.

Any communication, in any form, for information or advertising purposes, made by the instructing party or a third party based on the LABORATOIRE DUBOIS SA report, may under no circumstances incur in any way the liability of LABORATOIRE DUBOIS SA, in either the form or content.

Lead times

The work shall be performed in principle within the delivery time agreed by the Parties. Any unforeseen obstacles or any event due to an Act of God shall exempt LABORATOIRE DUBOIS SA from its obligation to adhere to the deadline. In such cases, any claim for damages shall be excluded.

Should it become foreseeable that a delivery deadline cannot be met, LABORATOIRE DUBOIS SA undertakes to inform the Customer as soon as it is aware of any delay.

Subcontracting

LABORATOIRE DUBOIS SA is authorised to employ subcontractors of its choosing to execute the order. If it employs subcontractors, it shall be obliged to inform the Instructing Party.

Archiving

LABORATOIRE DUBOIS SA shall ensure that the original reports, copies of said reports and unreturned samples (numbered cross-sections) are kept for at least 2 years.

Claims

Claims and disputes regarding the results may be set out verbally or in writing. They must be addressed to an authorised representative of LABORATOIRE DUBOIS SA or to the job manager. No complaints shall be processed after a period of 3 months has elapsed from submission of the report. After this time, it is no longer possible to guarantee effective clarification of any causes of error, and the report shall be deemed accepted, or the order shall be deemed duly and properly executed.

Confidentiality

The parties (Instructing Party and LABORATOIRE DUBOIS SA) undertake to uphold the confidentiality of all business secrets (analysis and test data, as well as other relevant information) of which it has become aware or of which it shall become aware through contractual relations, and continue to do so even after the end of the contract. The employees of the Parties shall also make a similar undertaking. If necessary, a mutual non-disclosure agreement may be signed between the Instructing Party and LABORATOIRE DUBOIS SA.

LABORATOIRE DUBOIS SA, as well as its personnel and any subcontractors, shall ensure their customers impartial treatment of the jobs.

Liability

LABORATOIRE DUBOIS SA does not assume any liability for the consequences arising from use of the inspection and test results, or for the recommendations, conclusions and technical instructions set out in the context of the inspection report.

Under no circumstances may LABORATOIRE DUBOIS SA be deemed liable for the loss or deterioration of samples provided by the Customer during their transport. Under no circumstances may it be held liable for the deterioration of samples due solely to the preparation, analysis and test operations for which they were entrusted to it.

Financial considerations

The prices indicated are taken to be net, excluding VAT. They are calculated based on the rate or an offer in force, and for normal conditions of execution. Any modification to the subject, scope of service or its conditions of execution shall be invoiced additionally. Submission of bills of exchange, or any other instrument creating an obligation to pay, shall not constitute payment.

Terms of payment

Unless otherwise specified and accepted by both the Customer and any third parties, invoices shall be drawn up in the name of the Instructing Party. They shall be payable, in the absence of special conditions, by bank transfer, to LABORATOIRE DUBOIS SA, without any deductions, within 30 days of the invoice issue date.

No claims shall be recognised after a period of ten days has elapsed from receipt of the invoice.

Customer default and breach of contract

LABORATOIRE DUBOIS SA reserves the right to charge late payment interest of 5 % per year, reminder costs of CHF 30.- per reminder or correspondence arising from the default, as well as costs arising from the services of a collection agency, without prejudice to additional damages.

In case of default, LABORATOIRE DUBOIS SA reserves the right to make execution of the order conditional on prior payment of the full price, or of a down payment of an amount it shall set.

Creditor default

In the event of deferral of the job by the Customer, failure to perform an act incumbent on it or cancellation of the order, LABORATOIRE DUBOIS SA reserves the right, after notifying the Customer, to invoice the contractual price without further formality.

Assigned jurisdiction

Any job entrusted to LABORATOIRE DUBOIS SA shall be subject to a contract under Swiss law. In the event of dispute, prior to undertaking any coercive measures, the Parties shall attempt mediation.

Should a dispute or debt proceedings prove inevitable, the place of jurisdiction shall be La Chaux-de-Fonds; LABORATOIRE DUBOIS SA however reserves the right to refer to other legally permissible jurisdictions.

Requesting execution of the work entails the Customer's acceptance of the present general conditions of execution and sale of the work of LABORATOIRE DUBOIS SA, supplemented or modified if applicable by special provisions.