

1. Validity

The present general business conditions apply to all the business activities of the RMS, unless another **written** agreement conflicts with them. These GBC apply to the regular business connexions as well as to future business dealings. Conflicting customer GBC apply only, if they are agreed upon specifically and in writing and repeal the present GBC.

2. Placing of order / terms of delivery

The order has to include all the necessary specifications, in particular precisions of the intended use of the products and/or the test results as well as the possible risks they may engender for the staff of the RMS.

The adherence to the delivery dates is one of the cornerstones of the RMS' quality philosophy. The RMS will arrange the date of delivery of the order with the customer. An act of God, such as an accident, an illness, a fire, the absence of staff, severe defects on the testing machines, etc., releases the RMS from keeping the specified date of delivery. The RMS will immediately inform the customer and arrange a new delivery date.

3. Conditions of payment

The invoices of the RMS are payable net within 30 days from the date of the invoice. The prices do not include the legal value-added tax. The interest on late payments is 5% per year.

4. Test methods / quality standard

The processing of orders in the RMS strictly follows the requirements of the applicable SN EN ISO 9001 and ISO/IEC 17025 standards. Unless the customer has other wishes, the RMS will realise the tests outside of this scope according to the state of technological development today and based on the national or international standards as well as on its own methods (SOP).

5. Test samples and archiving

If not otherwise agreed, the customer is responsible for taking back and archiving of the sample material. The RMS keeps the raw data and reports for 10 years. It then is authorised to destroy them. The RMS is authorised, but not bound to preserve an adequate amount of sample material.

6. Obligation of secrecy, confidentiality, properties

The RMS commits itself to keep secret the data, made available or transferred by the customer. The customer is the exclusive owner of the rights of the test results and analysis. The testing methods developed by the RMS are the intellectual property of the RMS.

7. Cooperation / subcontracts

In case of complex or interdisciplinary tasks, the RMS reserves the right to call in external specialists or institutes. The neutral designation of the test samples ensures the confidentiality. The RMS places subcontracts with external institutions only with the approval of the customer.

8. Access authorisation

Third persons are allowed to enter the laboratory and offices only in the company of RMS employees.

9. Liability

The RMS is only responsible for the data included in its reports and test certificates. It is neither responsible for the measurements of third parties (external laboratories) nor for misinterpretations and their consequences. The RMS is not liable for consequential damages of any kind.

10. Applicable law / place of jurisdiction / place of execution

CH-2544 Bettlach is the place of jurisdiction for both parties. The legal relationship is subject to Swiss material law. However, the RMS also has the right to prosecute the customer at his/her domicile. **The place of execution is CH-2544 Bettlach.**