
General Terms and Conditions of the "Swiss Quality Testing Services" laboratory (hereinafter referred to as "SQTS", a division of the Federation of Migros Cooperatives, Limmatstrasse 152, P.O. Box, 8031 Zurich)

Accredited by SAS in accordance with ISO/IEC 17025 (STS 0038) as a testing body for chemical, microbiological, molecular-biological, physical and technical inspections

Version: February 2024

1. Scope

1.1 These General Terms and Conditions (GTC) apply to all orders sent to SQTS relating to inspections, analyses and other services by SQTS. Each conclusion of a contract between SQTS and the respective client means that the client accepts the present General Terms and Conditions without reservation.

1.2 Deviations from these GTC are only accepted if they have been agreed in writing by the parties.

1.3 The client's General Terms and Conditions or other documents that replace, modify or supplement these GTC have no legal effect, even if there is a reference to them in any order confirmation or in business correspondence.

2. Issuing and acceptance of orders

2.1 Orders must be issued in writing or electronically.

2.2 The client must clearly specify the content of the order. The client is liable for any ambiguously issued orders.

2.3 Cancellation of the order by the client must be made in writing. Any costs incurred until this point, including fees, and compensation for damages are to be reimbursed by the client.

3. Samples

3.1 Unless otherwise agreed, the client is responsible for taking samples and transport.

3.2 The client is responsible for ensuring the samples are conveyed to SQTS undamaged at the agreed location in a stable, non-hazardous and analysable condition (e.g. temperature).

3.3 The client is responsible for ensuring that the samples can be clearly assigned to the relevant written or electronic order by means of suitable markings or labelling. Samples that cannot be assigned to an order are disposed of or returned at the expense of the client.

3.4 Upon issuing the order, the client is responsible for notifying SQTS of the required storage temperature for the samples and any risks arising in connection with the samples by means of suitable markings or labelling of the samples.

3.5 Insofar as specific costs are incurred due to the nature of the item being analysed, the samples will be disposed of, returned or retained by SQTS at the end of the order at the expense of the client. In the absence of a written order by the client, the samples will be destroyed 30 days after the inspection report has been sent at the discretion of SQTS.

4. Methodology

4.1 Analytical tests falling within the scope of SQTS's accreditation are performed in accordance with ISO/IEC 17025.

4.2 Should no scientific or officially recognised methods exist, SQTS shall use proprietary developed analytical procedures that constitute SQTS's expertise and/or intellectual property and may only be used by the client and/or third parties in return for specific payment.

4.3 In the case of decisions concerning the conformity of a test specimen on the basis of values derived during analysis, the following decision-making rules apply insofar as no other decision-making criteria have been agreed by the parties prior to acceptance of the order: if the analysed value is well below or above a provided threshold or maximum value while taking into account measuring uncertainty, the relevant test specimen shall be deemed as "conforming to the requirements" or "not conforming to the requirements". By contrast, should the analysis result be in the uncertainty range, i.e. so close to the threshold or maximum value that just including the expanded measurement uncertainty could change the conformity, no statement on the conformity is made. In such instances, the following remark (or comparable) remark shall be attached to the test report: "The value determined through analysis lies within the limit range (threshold value)"

5. Delivery deadlines

5.1 The samples are analysed within a deadline agreed by the parties in the analysis order/individual contract. Disruptions to operations that are not the fault of SQTS (e.g. staff shortages or equipment failures) and events of force majeure release SQTS from the obligation to observe delivery deadlines. Claims for damages and a right of withdrawal on the part of the client are excluded in such cases.

5.2 SQTS shall inform the client immediately should it seem likely that a delivery deadline cannot be observed.

6. Inspection results/findings

6.1 The results and findings of SQTS are provided in an inspection report or by transmitting the relevant data to a database for the attention of the client. The inspection report is electronically signed with a qualified certificate which is provided to the client electronically or, upon request, in writing.

6.2 In urgent cases, information can be obtained by telephone in advance. However, only the inspection report electronically signed with a qualified certificate or the validated, electronically provided results or findings are authoritative.

6.3 The inspection results and findings only comprise the provided and inspected samples.

6.4 Details concerning the inspection can be viewed upon request. However, the client is not entitled to be provided with the analysis procedures developed by SQTS.

6.5 The client acknowledges that unless the declared analysis findings and conclusions are measured values, these findings and conclusions are based on the personal, scientific opinion of the person who signed the inspection report and make no claim to absoluteness. Assessments and appraisal of measured values solely relate to parameters that can be assessed and appraised and for which statutory or other reference values are available to SQTS at the time the report is concluded.

7. Notification of defects

The client is obliged to check the analysis results and inspection report upon receipt and to lodge any complaints concerning the accuracy of analysis results to SQTS in writing no later than within one month after receipt of the inspection report. The analysis results and inspection report shall be deemed approved by the client upon expiry of this deadline in all cases.

8. Liability

8.1 SQTS waives all liability for consequences arising from use of the inspection results and for technical recommendations, conclusions and requirements connected to the inspection report.

8.2 SQTS is only liable for provably negligent or intentionally caused personal injury or property damage. In any case, liability is limited to the sum of CHF 100 million. SQTS assumes no liability for purely financial losses (i.e. losses that have occurred independently of property damage or personal injury). Liability on the part of SQTS for other indirect or direct damages, consequential damages and lost profits is also excluded.

9. Prices and payment terms

9.1 The prices for analysis work, advice on sampling, holding of reserve samples, technical advice, audits and other services are determined by SQTS on a regular basis. They are provided to the client via the quote or can be accessed by the client in the SQTS web portal. The prices are an integral component of these GTC. Services for which no fixed prices have been provided are billed according to expense.

9.2 Invoices are to be paid net within 30 days of the invoice date.

9.3 In the event of a default of payment by the client, SQTS reserves the right to demand advance payment for additional services prior to rendering further services in addition to the full payment of outstanding arrears.

9.4 The client may not offset claims by the client against SQTS with claims by SQTS against the client.

10. Business secrets/confidentiality

The parties undertake to treat confidentially all business secrets (analysis data, analysis methods and procedures, as well as other relevant information) of which they become aware in connection with the contractual relationship and to maintain secrecy towards third parties in this regard even after the end of the contract. The contractual parties' employees and auxiliary persons are also under the same obligation accordingly.

11. Archiving

11.1 SQTS archives the inspection results and the electronically signed inspection report with qualified certificate for three years. SQTS is entitled to destroy all inspection results, inspection reports and other data and documents relating to the corresponding order upon expiry of this deadline.

11.2 The retention period and temperature of portions of the laboratory samples, reserve samples or processed laboratory samples during the inspection depends on the nature of the samples. Clause 3.5 of these GTC applies upon conclusion of the inspection. The client is responsible for any retention of reserve samples beyond this timeframe following conclusion of the inspection. In certain cases, SQTS retains the reserve samples for a fee at the request of the client.

12. Data protection

The processing of personal data in connection with inspections, analyses and other services by SQTS is subject to the privacy policy of the Migros Group. The privacy policy explains how Migros handles personal data, including in connection with inspections, analyses and other services by SQTS, and particularly contains information on the reasons for which personal data is processed, how it is disseminated within the Migros Group, and to which rights data subjects are entitled with respect to their personal data. The privacy policy is available online, currently at privacy.migros.ch. By issuing the order, the client accepts the associated processing of their personal data in accordance with the data protection policy.

13. Further provisions

SQTS is entitled to call upon appropriate subcontractors of their choosing to perform the order. SQTS is obliged to inform the client if subcontractors are called upon.

14. Severability clause

If a provision of these GTC is or becomes invalid for any reason, this shall not affect the validity of the remaining provisions.

15. Applicable law/place of jurisdiction

This contractual relationship shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship is the city of Zurich.