

1. For reception and execution of orders the GBC apply, unless explicitly stated otherwise in writing. The GBC prevail any customer conditions even if these were not explicitly denied. Separate agreements can be made for special services.
2. Type and extent of the performance of the SVTI, the Pressure Vessel Inspectorate, the Swiss Federal Pipeline Inspectorate, the Nuclear Inspectorate, the Swiss Federal Inspectorate for Lifts, the Market Surveillance of Pressure Equipment and of the Central Services respectively, are defined in the order and the order confirmation. Periods, deadlines, estimated costs are based upon the information given by the customer and estimates made by the SVTI. The costs must be considered as approximate figures, unless they have explicitly been stated as binding. Even if previously confirmed as binding, estimates may be cancelled if the conditions have changed in the meantime, regardless of whether the change of conditions had been caused by unpredictable circumstances or events or by additional modifications requested by the customer.
3. If possible and feasible, the SVTI services are provided according to the rules and/or standards predefined by the customer and according to special official or other applicable regulations.
4. For services to be provided outside the SVTI premises, the customer is to provide the necessary aids. Special official regulations (such as, environmental protection, health service, accident prevention), must absolutely be respected thereby. For tests to be run within the SVTI premises, the customer is to provide the objects to be tested including all necessary materials and equipment at his own risk and costs.
5. The rights and obligations arising from this contract can only be assigned to third parties with the consent of the other party. The SVTI reserves the right, however, to call in additional qualified companies or persons to supply the agreed service.
6. In any event, warranty claims are limited to a re-examination and amendment of the defect which cost shall be borne by SVTI. Any liability of SVTI is limited to events of gross negligence on behalf of a person employed by SVTI for performing its obligations under this contract and does not exceed the amount covered under SVTI's third party liability insurance.
7. All copyrights and co-copyrights in the documents (including their appendices), such as expert's reports, certificates, test reports etc. created by the SVTI and/or its operational departments belong to SVTI.
8. The use of documents issued by the SVTI for any purpose other than agreed or obviously covered by the purpose of the contract and/or the contract confirmation, for example, for promotional purposes including simple references to existing documents or parts of them, is only permitted with prior explicit and written authorization by the SVTI. The conditions for such an authorization are contained in the "Explanatory Notes" relating to Clause 8 of the GBC. These "Explanatory Notes" are incorporated parts of the GBC.
9. Insofar as no other payment plan has been explicitly agreed, due payments are to be made without deduction in Swiss Francs within 30 days of the receipt of the invoice. The day of payment is the day on which the account of the SVTI is credited.
10. Place of jurisdiction is Wallisellen. Swiss Federal Law shall apply.

Wallisellen, 5th November 2020