

General standard terms and Conditions

1. Area of application

The following general standard terms apply to all types of orders or contracts between P+R Analytiklabor, Petra Rauser, Im Bletzenfeld 29, 78727 Oberndorf and the client. With the order issuance the Client agrees to the terms. On principle, deviating regulations shall be made in writing.

2. Validity

The order issuance shall be designated in writing. All arrangements made verbally or telephonically, all approvals, amendments, changes or side agreements made between us and the client for the purpose of carrying out a delivery agreement, must be expressly confirmed in writing by us in order to be effective.

3. Delivery periods

Insofar as there is no binding delivery date arranged, apply the following target times of experience to be understood as approximations.

Standard analyses: 5 till 10 working days
Due to complex analyses (problem solving) longer delivery times could be arise. The times start after receiving the sample and clearance all technical and commercial questions.

If delivery times are delayed due to circumstances beyond our personal sphere of influence, particularly due to force majeure like acts of God, fires, floods, weather or difficulties in procuring material, interruption of operation of all kinds, unforeseen impediments, diseases, special requests on the part of the client or the like, the period for delivery shall be extended by the duration of the hindrance.

4. Price

All service takes place exclusively according to the valid price list or a written offer and these general standard conditions. Cancellation of order through the client shall be in writing and must be confirmed by P+R Analytiklabor. Heretofore accruing cost will be charged.

5. Conditions of payment

Payment is due immediately in full upon receipt of the invoice. All prices are net prices in EURO plus the legal value added tax. If client defaults on its payments or if circumstances are disclosed to P+R Analytiklabor after conclusion of the contract which raise doubts concerning client's ability to pay or willingness to perform, P+R Analytiklabor shall be entitled to transmit the analyse results to the client after receiving the payment.

To request advance payment for the full contract value at new contracts or before continuing the services, or to rescind the already given contract and claim from Customer compensation for expenses incurred and services already rendered by P+R Analytiklabor.

6. Samples

The delivery and quality of sample is the client's responsibility and expense. The remaining client sample, if the natures allow this, will be disposed 2 week after analyses or of request it will be send back, liable to pay the costs. The client are responsible for retain samples. The test results and the raw data on which they were based shall be stored for 5 years.

7. Method / Liability

The analysis techniques we have developed are subject to the laws protecting copyright and intellectual property. The client shall not be entitled to the delivery of analysis rules or test procedures which we have developed except for analysis procedures ordered and followed for a charge. However data on the characteristics of the testing methods used may be given to the client upon request. Any liability for the results obtained and any damage and personal injury which may result from their use is expressly excluded. If test samples contain a special risk, the client shall point this out in the order in writing and be marking the sample containers. Otherwise, the client shall be liable for material damage and personal injury caused by a test sample.

8. Applicability of analytical results

Established results refer exclusively to the samples we received and tested. Information design as part of the order and the analytic results are given from P+R Analytiklabor shall be only used by the client for his one purpose. Copy and publication of analyses results and information or similar, except contractual purpose, must be expressly confirmed in writing by P+R Analytiklabor in order.

9. Applicable law / Venue

The entire legal relationship between the client and the contractor, which underline these general conditions, shall be governed exclusively by German law. The place of performance and venue shall always be DE-78727 Oberndorf. Although P+R Analytiklabor are entitled to sue the client on any other court which is responsible in national and international law.