

General Trading Conditions (GTC)

Preamble

These GTC are to be seen as a translation only of the original German GTC ("Allgemeine Geschäftsbedingungen", AGB) which prevail in any case.

Institut für Solartechnik

The Institut für Solartechnik („SPF“) is engaged in research & development („SPF Forschung“) as well as in testing („SPF Testing“) in the area of solar thermal technologies and related fields. SPF is part of the University of Applied Sciences Rapperswil („HSR“) and is not connected in any way to a private enterprise. As independent, neutral testing centre, SPF Testing operates according to the requirements of ISO 17025 and is accredited as test laboratory by the Swiss Accreditation Service (SAS) for a broad range of testing services (SAS Register Nr. 301).

Area of Concern

These GTC apply to any contractual situations concerning services and products provided by SPF Testing and SPF Forschung to any of its customers.

Price Offers

All of SPF's quotations for services and products are valid for a limited period only, either according with the public law or else the specific terms stated in SPF's price offers. Documents such as data, brochures, diagrams and drawings that are being provided in association with SPF's price offers are not binding, remain SPF's property and may only be made accessible to third parties through SPF's explicit approval. Such documents are to be returned to SPF on demand.

SPF reserves the rights to implement changes to its services and products at any time and without any legal rights resulting thereof for its clients.

Pricing

Prices for SPF's services and products are either set by SPF's official and current price lists or else provided in writing as part of tailor-made quotations. All prices are to be understood in the given currency and exclude VAT. SPF reserves the rights to change printed price lists and catalogues at any time and without advance notice. All costs for the transfer of payments are to be borne by the client. SPF reserves the rights to refuse acceptance of cheques and bank drafts.

Terms of Payment

Bill payment conditions are usually specified with every SPF invoice and have to be adhered to. In cases of non-specification, payments are due within thirty (30) calendar days of issuing the invoice. Payment delays will automatically result in entering a legal case of non-payment, even without having received specific notification by SPF, allowing SPF to charge a penalty rate of five percent (5%) per annum.

Testing Costs

All of the direct as well as indirect transport and import costs are borne by the client. If not agreed otherwise, SPF will dispose off all testing samples free of charge upon completion of the tests. Any data or certificates demanded by the clients in addition to the standard offerings of SPF will be charged separately. SPF is reserving the rights to conduct testing upon pre-payment (fully or in part) only. If deemed necessary, SPF would pre-inform clients accordingly.

Deliveries

SPF tries hard to deliver on-time, even in cases of unforeseeable difficulties. However, the client has no right to pull out of a contract with SPF on the basis of delivery delays on part of SPF. Should unforeseen circumstances cause any delays to the provision of SPF's services, and should SPF fail to correct such delays in spite of trying with reasonable efforts, delivery would be postponed for a period that equals the duration of the cause for the delay, plus a reasonable time necessary for adjustments. Nevertheless, it is always imperative for the client to fulfil all obligations toward SPF, for example delivery of information and specimens, in a timely manner.

Cancellation

Contractual obligations can only be cancelled by the client upon agreement by SPF and subsequent payment of cancellation costs calculated as twenty percent (20%) of the agreed contract sum. Clients are also obliged to pay a surcharge of twenty percent (20%) on already commenced work by SPF.

Rights of Inspection

Upon request the client has the right to attend all of the testing procedures related to his own contract. Associated expenses including waiting periods will be charged to the client. For the activities of SPF testing a standardised complaint procedure exists. Details are communicated upon request. Provided an application has been made to SPF beforehand, clients have the right to inspect all of the records, data and documents that are related to their contract with SPF. As legally prescribed, SPF is keeping this data for the duration of ten (10) years. Costs arising from such inspection works will be borne entirely by the client. SPF will invoice accordingly. The duration of archiving can be extended beyond 10 years upon demand and at cost to the client.

Confidentiality

SPF assures to conduct all contract works with the greatest degree of confidentiality. Most importantly, neither data resulting from contracts nor any proprietary information or know-how gained thereof will be passed on to third parties. However, clients must be aware of the fact that any test samples might be visible and, within restrictions, accessible when undergoing outdoor tests at SPF. Should special care and measures be taken to keep test samples totally invisible, it is mandatory to specify such requirements contractually. Any resulting additional costs will be invoiced to the client by SPF on an at-cost basis.

Data Security

SPF adheres to the rules and regulations on data security in Switzerland. No client data will be passed on to any third party by SPF without prior approval by the client.

Means of Communication

If not specified otherwise, SPF is using conventional means of electronic communication such as email, skype or similar with its clients. If and where possible, this also applies for the delivery of test reports, certificates and invoices. Such documents are usually fixed and transmitted as password protected - .pdf documents.

Complaints and Faults

Any complaints or notification of defects of product faults must be communicated to SPF in writing within fourteen (14) days of receipt of the results, services or products.

Warranties

SPF takes great care with the conduct of all works and services. While product warranties are being specified on a case-by-case basis and communicated accordingly as part of SPF's contracts, SPF Testing and SPF Forschung cannot provide any warranties on results from testing or research & development ("R&D"). However, SPF strives to conduct all of its efforts in testing and R&D according to best-practice principles.

Liability

As much as legally possible, SPF refuses to accept any liability for direct or indirect damages of any kind. This is particularly true for any damage which may result from inappropriate or unprofessional use as well as interpretation of test results provided by SPF Testing, be it by the client or by any other third party.

Law

All of SPF's contracts and associated disputes or questions of interpretations are governed by the laws of Switzerland and, if needed, handled by the jurisdiction of the district court of the city of Rapperswil-Jona.