

**General
terms and conditions**

**Holcim (Schweiz) AG
STS 0510**

Effective as of 01/01/2022



Contacts and addresses

The laboratories are accredited according to STS

Eclépens

Holcim (Suisse) SA
Laboratoire des matériaux
1312 Eclépens

Tel : +41 (0)58 850 93 95 / +41 (0)58 850 94 74
Fax : +41 (0)58 850 93 99

STS 0510



Siggenthal

Holcim (Schweiz) AG
Baustoffprüflabor
Industriestrasse 12
5303 Würenlingen

Tel : +41 (0)58 850 55 00
Fax : +41 (0)58 850 55 67

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Birsfelden

Holcim (Schweiz) AG
Baustoffprüflabor
Langenhagstrasse 40
4127 Birsfelden

Tel : +41 (0)58 850 36 12

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Manno

Holcim (Svizzera) SA
Via Pianon
6928 Manno

Tel : +41 (0)58 850 09 64

STS 0510



Opening times

Mo-Th 07:30 am – 12:00 n 1:00 pm – 5:00 pm
Fr 07:30 am – 12:00 n 1:00 pm – 4:30 pm

Specific Holcim subcontract laboratory Würenlingen

Holcim (Schweiz) AG
Zentrallabor
Zementweg 1
5303 Würenlingen
Tel : +41 (0)58 850 55 20

STS 0555



Abbreviations

The logo



or



means accredited testing in the corresponding laboratory.

UA =Subcontract,

W= Subcontract in laboratory Würenlingen

o.r. : on request

**General terms and conditions STS 0510,
Holcim (Schweiz) AG**

1. Scope

- 1.1. These general terms and conditions apply exclusively for all services and sites of unit STS 0510 (consultancy, assessments, expert reports, lab tests) (Contractor), unless the parties agree otherwise in writing. If individual provisions should be or become invalid in full or in part, this shall have no bearing on the validity of the remaining provisions.
- 1.2. Services shall be performed on the basis of the valid price list or quotation and these general terms and conditions, unless they have been amended or supplemented by written agreement. Any deviating terms and conditions of the Client shall apply only if they have been expressly accepted and signed by the Contractor. By placing the order, the Client acknowledges the exclusive validity of these terms and conditions.

2. General contractual performance

- 2.1. Wherever possible, an order must always be announced to the Contractor at least 48 hours prior to the commencement of performance.
- 2.2. The Client is considered to be the person who signed the inquiry.
- 2.3. Orders shall be reviewed before they are accepted. The review shall include:
 - The Client's name and address
 - Feasibility of technical aspects and timeframe
 - Agreements concerning any subcontracts that may be placed
 - Provisions concerning the handling of the Client's samples
 - Procedure in the event of contractual amendments
 - Details on distribution and dispatch of the reports
- 2.4. Reports shall be produced in the Client's language (German, French, Italian).
- 2.5. In the event of work performed away from the STS 0510 premises, the Client shall also be responsible for ensuring compliance with the conditions of the relevant occupational health and safety stipulations.
- 2.6. If the Contractor has not been commissioned with the sampling, it shall assume no warranty for the appropriateness and quality of samples.
- 2.7. Subject to any written agreement to the contrary between the parties, an estimate of the date for the completion of an order may be requested from the Contractor as of the point of receipt of all requisite documents and samples. The Contractor shall endeavor to effect delivery as swiftly as possible within a reasonable deadline within the parameters of the available resources. Any lengthy delays shall be communicated to the Client.

3. Assignment of subcontracts

The Contractor is entitled to have certain services performed by third parties that work to comparable quality standards and, if required under accreditation rules, hold the requisite accreditation. The names of the respective subcontractors shall be provided to the Client on request.

4. Pricing, payment terms, complaints

- 4.1. All prices on the price list are excluding value added tax.
- 4.2. A general surcharge of 25% will be charged for especially urgent orders, in consultation with the Client. An especially urgent order is deemed to be an order whereby the commencement of performance is to take place within 48 hours of the initial notification. The Contractor shall notify the Client of any surcharge in advance in each case.
- 4.3. Payments must be made strictly net by no later than 30 days of receipt of the invoice.
- 4.4. The Client must register any complaints relating to the services within 30 days of receipt of the report. The points of contact are the signatories of the reports. Complaints that are unrelated to a report may be addressed to the management of the site STS 0510 at any time.

5. Test reports

- 5.1. The test reports of the accredited tests comply with the requirements of the SN EN/ISO/IEC 17025 standard. The results in each case relate solely to the samples tested.
- 5.2. Test reports shall be supplied digitally or by regular mail subject to agreement.

6. Confidentiality

- 6.1. The Contractor shall handle orders and associated data and information in confidence vis-à-vis third parties. In the absence of any instructions to the contrary issued by the Client, the test results shall be disclosed exclusively to the Client or a partner designated in the order.
- 6.2. In the course of rendering performance, test results established by the Contractor shall be prepared and transmitted exclusively for the Client's own use. The results may not be forwarded to third parties or published (e.g. for advertising purposes or in presentations) without permission from the Contractor, unless this is permitted under a statutory provision or regulatory ordinance. In this case, the Client is not permitted to modify or edit the test results or to use only extracts of them.
- 6.3. The Contractor is only entitled to use test results for its own purposes – in particular for the purposes of reviewing its own testing methods, scientific research, and for publication – in anonymized form or with reference to the Client with prior written consent.

7. Rights to intellectual property

If intellectual property rights (e.g. to assessments, test reports, analyses, graphical depictions, etc.) arise in the course of performance of the services, these shall be reserved to the Contractor. The Contractor shall transfer to the Client any usage rights arising from these intellectual property rights as required for the Client's purposes. The corresponding usage rights shall only pass to the Client upon full payment of the remuneration for the performance of the services.

During the development of specific processes (to be specified upon issuing the order), the ownership rights will be governed by a special agreement (concerning patent, license, and brand rights, copyright, etc.).

8. Order performance

- 8.1. On request and subject to prior agreement, the Client may be present during the tests being performed as part of the order.
- 8.2. On request, the Client may inspect the working instructions connected with its order. However, no copies may be made.
- 8.3. The Client may request information from Contractor on the statistical parameters for the accredited processes and any others, if available.

9. Liability

- 9.1. Any liability for the analysis results prepared by the Contractor, as well as damage of any kind resulting from their use, shall be expressly excluded, as far as permissible by law (limited to damage for intentional or grossly negligent breaches of duty).
- 9.2. In the event of authorized substitution to third parties, the Contractor rejects any liability in connection with the performance of the order.

10. Archiving

- 10.1. *Archiving of samples:* The samples shall be thoroughly disposed of upon completion of the order. If the Client wishes for the samples to be retained following completion of the order, it must give the Contractor advance notice in writing upon conclusion of the contract.
- 10.2. *Archiving of documents:* all documents that provide information about the quality of our services (e.g. working instructions, test reports) shall be archived for a period of 13 years and may be inspected by the Client to the extent that they relate to its order.

11. Publication of reports

Clients who wish to publish reports in full or in part (e.g. for advertising purposes or in presentations) must agree this with the Contractor accordingly.

12. Opening times, delivery of specimens, sample material, etc.

Monday through Thursday, 7:30 am through 12:00 noon and 1:00 pm through 5:00 pm
Friday, 7:30 am through 12:00 noon and 1:00 pm through 4:30 pm

STS 0510 shall remain closed on official public holidays in the respective canton (Aargau, Vaud, Basel, Ticino). Samples may only be delivered outside the opening hours subject to prior appointment.



13. Amendments

The current applicable version of these general terms and conditions may be requested at the relevant site or may be downloaded from the Holcim (Schweiz) AG website (www.holcim.ch). The right to alter the services and prices remains reserved.

14. Place of jurisdiction and governing law

In the event of any disputes arising under a contract, the courts at the place of the registered office of Holcim (Schweiz) AG, Zurich, shall have exclusive jurisdiction. The governing law shall be Swiss law.

Würenlingen, Switzerland, January 2022
Management of the site STS 0510