

General Standard Terms and Conditions of PhytoLab

1. Validity

Unless other terms have been agreed in writing, all services shall be provided on the basis of the current prices or a written quotation and in accordance with these General Standard Terms and Conditions. The Client may only cancel an order in writing and the cancellation must be acknowledged in writing by PhytoLab. An invoice shall be issued with respect to any costs incurred up to this time.

2. Periods of delivery

Based on empirical data, the following reference periods shall apply where no binding delivery date has been agreed:

Standard analyses:	5 to 10 working days
Pesticide analyses:	10 to 15 working days
Express analyses:	to be agreed, with surcharge where applicable

The reference periods quoted above shall commence on receipt of the samples to be analysed and clarification of all technical and administrative details. The aforementioned reference periods shall be extended to a reasonable extent in the event of a vis major, such as accident, illness, fire, absence of staff, serious defects in the analytical equipment or facilities.

3. Test samples and documentation

All quotations shall refer to PhytoLab's standard documentation, any additional documentation work shall be charged accordingly.

Test samples, if left, shall be kept for 6 months after communicating the results of analyses. At the end of this period, they shall be disposed of, or they may be stored or returned to the Client in accordance with the terms of a separate agreement.

Analysis reports and unprocessed data are kept for a period of at least 5 years.

4. Secrecy

Methods of analysis developed by PhytoLab shall be made available to the Client for use on the premises of official agencies, or exclusively for his own use, in return for a fee which must be agreed separately.

5. Legal Jurisdiction

This agreement is under the legal jurisdiction of the responsible court in Fürth, Central Franconia, Germany. PhytoLab, however, reserves the right to file suit against a customer at any court after PhytoLab's chose as well that can be competent after national or international law.

For any business covered by these General Terms and Conditions only German Jurisdiction is applicable.