General Terms and Conditions (GTC) of Ugra

1 Scope

1.1 These general terms and conditions apply to all deliveries and services of Ugra Swisstesting AG, Lerchenfeldstrasse 3, CH-9014 St.Gallen, UID-Nr. CHE-361.010.673, hereinafter referred to as Ugra.
1.2 With the confirmed order, these general terms and conditions of business shall be deemed to have been accepted by the customer.

2 Offer and conclusion of contract

2.1 The presentation of the services does not constitute a legally binding offer, but an offer to place an order.
2.2 By delivering a written order or by clicking the button ("submit order"), the customer places a binding order for all products listed on the offer or order page.
2.3 Immediately after receipt of the order, Ugra confirms the order by e-mail. The purchase contract is concluded immediately in the case of non-physical goods, and in the case of physical goods by their delivery.

3 Prices

3.1 We will provide you with price information on our services in the form of a binding offer upon request. We are prepared to offer you price reductions depending on the order volume, sample series or administrative simplifications. For regular monitoring mandates or test orders, we usually conclude framework agreements. In these, we determine the conditions (e.g. duration, prices, range of services, etc.) after mutual agreement with the contractual partner. In cases where special sample handling or other expenses are required (e.g. sampling on site, translations of test reports), surcharges and expenses for travel time and vehicle allowances may be charged. Rush jobs ("1-2 days", "3-4 days" and other short-term deadlines) lead to extraordinary expenses, which are compensated with an express surcharge of up to 50%. Surcharges for work on Sundays and public holidays amount to 100%, at night (8 p.m. to 6 a.m.) to 25% and are effectively compensated per service. Costs for the return of sample material to the client are effectively charged per order. For the disposal of sample material, the expenses incurred shall be compensated by a lump sum. Invoicing shall be per order and not per sample. In the case of framework agreements, the lump sum is not applied. In the case of safety-relevant sample material, we will issue a disposal certificate. All prices are exclusive of VAT. VAT is not applicable for clients from abroad. The recipient of the service is liable for tax (reverse charge in accordance with § 13b UStG). The exact shipping costs will be shown to the customer in the offer.
3.2 Further taxes and costs do not apply (apart from customs duties for deliveries abroad). Withholding taxes must be preannounced by the customer before the order and will be indicated on the offer. Withholding taxes shall not be subtracted from the offer value.
3.3 Ugra reserves the right to change the prices at any time. The prices published in the offer are valid for the customers and are in Swiss Francs (CHF).
3.4 Retests, as well as rework requested or required by the Client on approved (signed) test reports which were not caused by the Author, shall be charged additionally at the hourly rate according to the time spent.

4 Delivery conditions

4.1 Physical goods are delivered within Switzerland and the EU or to selected countries acc. Incoterms 2020 DPU or EXW.
4.2 The delivery time is usually indicated in the offer. Delivery times are always the responsibility of the agreed delivery service. If a longer delivery period is foreseeable, the customer will be informed at the latest after this period has expired. If no information is provided, the customer is entitled to waive the delivery.
4.3 Ugra is entitled to make partial deliveries.

5 Payment conditions

5.1 For customers in Switzerland, payment is made either by invoice, credit card, Twint or Paypal. For customers in the EU, payment shall be made exclusively by Paypal or credit card, in individual cases by invoice.
5.2 If payment is made by invoice, the payment period is 30 days. If payment is not made, access to the workstation solutions is blocked until the fee is paid. Ugra is entitled to charge its expenses in the dunning process to the defaulting customer. Ugra reserves the right to take legal action.
5.3 If payment is made by Twint, Paypal or credit card, the customer's account will be debited at the time of ordering.
5.4 Offsetting with counterclaims of the customer that are not recognised or not legally established is excluded.
5.5 The customer may only exercise a right of retention insofar as the claims are based on the same contractual relationship.

6 Retention of title

Goods and reports remain the property of Ugra until full payment has been made. Before transfer of ownership, pledging, transfer by way of security, processing or transformation is not permitted without the consent of Ugra.

7 Right of withdrawal

7.1 Customers have the right to revoke the contract declaration within 14 days after ordering under the condition that Ugra has not yet started with the execution of the order. The revocation must be sent to Ugra in writing by e-mail or letter. For the observance of the time limit, the date of dispatch of the revocation is decisive. A statement of reasons for the revocation is not required. The declaration of revocation is to be addressed to:
Ugra, Lerchenfeldstrasse 3, CH-9014 St.Gallen, info@ugra.ch.
7.2 The exercise of the right of withdrawal leads to the conversion of the purchase contract into a return relationship, after which the samples or other materials received under the purchase contract are returned to the customer. The costs for the return shipment shall be borne by the customer.
7.3 The right of withdrawal is excluded for the following items:
a. Individual company solutions that are clearly tailored to the personal needs of the customer.
b. Services that have already been fully performed or whose performance has already begun.

8 Warranty and liability

8.1 Ugra warrants that the service provided complies with the warranted characteristics, has no impairing defects and complies with the prescribed services and specifications. Ugra reserves the right, in the sense of rectification or replacement, to remove an existing defect or to deliver a defect-free item subsequently.
8.2 The customer has to check the delivered reports as soon as possible and to report defects or change requests immediately. Our responsible customer service can be reached at info@ugra.ch.
8.3 If rectification or subsequent delivery fail, the customer is entitled to withdraw from the contract. This does not apply to insignificant defects. The right of the customer to a reduction is excluded.

9 Contract period and termination

Framework agreements are concluded for a specific duration. Normally, this duration is 12 months. Before the expiry of the framework contract, the client receives an invoice for the extension of the contract for the same period. Termination must be communicated to Ugra in writing within 30 days from this date. Simultaneously with the termination, the access authorisation expires.

10 Impartiality and Nondisclosure

10.1 Ugra commits itself to impartiality in the context of its testing activities and does not allow any commercial, financial or other pressure which endangers impartiality.
10.2 Ugra undertakes to keep confidential any data provided or transmitted to it by the client. Ugra treats the results of a test or service (test report, certificate of conformity) as confidential for an unlimited period. Ugra is released from confidentiality if the client publishes the results himself, if these become public by other means without misconduct of Ugra or if the client authorises Ugra in writing to use them.
10.3 Ugra is allowed to use results and findings from tests and services in anonymous form for teaching and research purposes. Any other use is always agreed with the client.
10.4 Further obligations to secrecy and confidentiality can be agreed with Ugra in writing. The additional expenditure connected with this is subject to a fee and is charged at 10% of the order costs up to a maximum of CHF 1,000 per order.
10.5 Ugra is released from secrecy and confidentiality if it is requested to disclose by legal requirements or official inspections in a legally regulated framework (e.g. audits). In this case Ugra will inform the client immediately about this fact.

11 Copyright

Content and structure of the reports published by Ugra and the entire order documentation are protected by copyright. The use of contributions and job aids for personal use by the client is permitted, but a complete or partial commercial distribution requires the express consent of Ugra. Withdrawn reports or documents are not allowed to be used by the client after receipt of the written notice of withdrawal.

12 Liability

Ugra excludes liability for slightly negligent breaches of contract. The same applies to breaches of contract by auxiliary persons and substitutes. Ugra accepts no responsibility for errors which are not within its sphere of responsibility, namely with operators of telecommunication services, the hosting provider or other third-party service providers. In the context of product liability, reports are only applicable in the original language.

13 Place of jurisdiction and applicable law

The contractual relations between the client and Ugra are subject to the substantive Swiss law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980. For disputes resulting from these contractual relations the ordinary court in St.Gallen is competent.

14 Final provisions

If parts of these general terms and conditions should be invalid, this shall not affect the validity of the remaining provisions. The relevant statutory provisions shall apply mutatis mutandis in place of the invalid provisions.