



General Terms of Business

1. Applicability

These General Terms of Business (GTB) apply to the validity, content and execution of services agreements closed between the client and ourselves.

Deviations and additions to such agreements are not valid unless in written form and signed by both parties.

2. Object of agreement

The object of agreement comprises one of the following services provided by us:

- Consulting services to support the client in procuring certification, and provision of any expertises required thereby;
or
- Certification procurement services. Certificates are issued by accredited certification authorities on behalf of and according to information provided by the client.

3. Conclusion of agreement

Our offer to the client counts as a proposal. For conclusion of agreement, the client must confirm acceptance of our offer.

The agreement comes into force as soon as we confirm receipt of order from the client.

4. Terms of payment

Unless otherwise agreed, net payment is due within 30 (thirty) days of invoicing.

5. Contract fulfilment

We are entitled to engage third-party services for certificate procurement and testing purposes.

6. Cooperation of the client

The client undertakes to provide all the documentation and product samples required for certification, and to truthfully fill out any official forms required.

We are entitled at all times to call for any additional documentation and information required by the certification authorities.

7. Guarantee and liability

We undertake to have all certificates issued in compliance with the Russian regulations.

All GOST-R and hygiene certificates are valid in the Russian Federation.

If the documents cannot be procured or do not comply with the applicable standards despite truthful information and punctual submission of the necessary documentation, product samples and information required, the client will not be charged and any advance payments made by the client will be reimbursed.

All other liability on whatsoever grounds, in particular for indirect and consequential damages, is expressly excluded unless prescribed by the law.

8. Delivery times

Certification is not possible until we are in possession of all the necessary documentation and product samples.

The approximate delivery times after receipt of all the necessary documentation and product samples are as follows:

- For hygiene certificates: 4-6 weeks (our influence on the Russian authorities is limited)
- For GOST-R certificates: about 4 weeks, plus about 2 weeks for any tests required.

9. Deadlines

Deadlines or delivery periods agreed for our services may possibly be subject to delay due to events out of our control.

Delivery deadlines commence as soon as we have reached agreement with the client on all details of the order and the client has provided us with all the documentation, product samples and materials required for certification.

10. Secrecy obligation

We undertake to keep secret all data and information belonging to or with regard to the client that is made available to us in connection with the order.

11. Force majeure

All unforeseeable circumstances and events out of control of the contractual partners, such as fire, explosion, natural disasters, epidemics, armed conflict, civil revolt, embargoes, strikes, boycotts, changes to the law and regulations, confiscation, transport deficiencies, etc. that occur after closing agreement are regarded as exoneration grounds if they prevent contractual fulfilment.

The party claiming such exoneration grounds due to force majeure must notify the other party in writing within 15 (fifteen) days after occurrence of the same.

Failure to notify the other party in good time of such force majeure events deprives the defaulting party of the right to claim exoneration grounds.

12. Final clauses

Court of legal jurisdiction in case of any dispute arising in connection with the agreement between the parties is Rodersdorf, Switzerland.

The agreement between the parties is exclusively subject to Swiss law.