

General Terms and Conditions

1. General

These General Terms and Conditions (GTC) apply to all services offered by femtoG. These include the analysis of powder samples, research projects and consulting services. Deviating or additional terms and conditions shall only apply if agreed in writing.

2. Conclusion of contract

By submitting a sample or commissioning a project, the Client makes a binding offer to conclude a contract. The contract is concluded as soon as femtoG accepts the Client's offer by sending an order confirmation by e-mail or in another written form. femtoG reserves the right to refuse an order without giving reasons.

3. Copyright and intellectual property

The methods, concepts and associated know-how developed by femtoG are the intellectual property of femtoG. The Client receives ownership of the work results, but the methods and concepts remain the property of femtoG. The Client grants femtoG the right to use, process and further develop the work results in the context of training courses and other internal use by prior agreement.

4. Confidentiality

Both parties undertake to keep confidential information and business secrets (hereinafter referred to as "confidential information") which they receive from the other party within the scope of the order secret. The confidential information may only be used for the intended purpose and may not be made accessible to third parties without the prior written consent of the supplying party. This confidentiality obligation shall also apply for three years after completion of the order or for the respective order after consultation with the Client.

5. Delivery periods

The delivery period begins as soon as samples have been received and the order has been accepted by femtoG. The delivery period is usually ten (10) working days. femtoG will inform the Client immediately if the delivery period cannot be met and extend it appropriately. Express orders are possible for a surcharge and require prior agreement.

6. Communication channels and dispatch of goods

femtoG communicates mainly electronically by e-mail, including for the dispatch of measurement results and invoices. For communication by letter and parcel shipment (e.g. return shipment of samples), additional expenses and postage may be incurred, which will be charged to the Client.

7. Prices and terms of payment

The prices for services are set out on the femtoG website or in an individual offer. All prices are in Swiss francs (CHF) excluding value-added and other applicable taxes. Payment shall be made by bank transfer within 21 days of invoicing, unless otherwise agreed. The Client undertakes to pay punctually without deductions.

8. Sample submission

An adequate sample analysis is only guaranteed if our sample preparation requirements are met ([Sample submission](#)). In particular, the corresponding safety data sheets ([SDS](#)) must be supplied with all samples (with detailed information on hazards, safe handling procedures and safety and environmental aspects of disposal). femtoG accepts no liability for damage or loss of samples during transportation. Samples sent to femtoG for analysis shall be shipped under the terms equivalent to [Incoterms® 2020 DDP \(Delivery Duty Paid\)](#). This means that the Client (sender) is responsible for all transportation, customs clearance, and any associated fees (including export/import duties) to ensure delivery to our facilities in Zurich, Switzerland. Fees incurred in connection with the delivery of samples may be charged to the Client.

9. Sample and data storage

Samples that are not requested back by the Client shall be stored for at least 3 months. After this period, the sample material will be disposed of properly. The measurement results shall be archived for 5 years.

10. Warranty and liability

femtoG is liable for the scientific diligence in the execution of the order. femtoG does not guarantee the result of its services and is not liable for losses and consequential damages incurred by the Client from the application of the work results. This limitation of liability does not apply in cases of intent or gross negligence.

11. Force majeure

Neither party shall be liable to the other party for any failure to perform its contractual obligations if such failure

is caused by force majeure, including but not limited to acts of God, war, riot, civil commotion, acts of government or other civil authorities, fire, floods, labor disputes or other causes beyond the reasonable control of the respective party.

12. Data protection

femtoG undertakes to comply with the applicable data protection regulations. The Client agrees that their personal data will be stored and processed for the purpose of order processing. femtoG will treat the data confidentially and will not pass it on to third parties unless this is necessary for the fulfillment of contractual obligations or required by law.

13. Final provisions

Should any provision of these terms and conditions be or become legally invalid, the order placed and the remaining provisions shall nevertheless remain valid. Swiss law shall apply to the entire contractual relationship. The parties agree that the place of jurisdiction for any disputes arising from the contractual relationship shall be Zurich. However, the parties shall endeavor to settle any disputes amicably.

Status: January 28, 2025