

# The Culture Collection of Switzerland (CCOS)

## General Terms and Conditions

### 1. Scope

These general terms and conditions shall apply to all services and biological material provided by the CCOS to its customers.

These general terms and conditions shall apply to each individual contract between the CCOS and its customer. The customer accepts these general terms and conditions by placing an order with the CCOS.

### 2. Order conditions

The customer must comply with all applicable laws and regulations for handling the organisms ordered.

In order to supply biological material, the CCOS requires that the customer places their first order by sending the CCOS a written document with a legally binding signature on paper with an official business letterhead giving full details of the name, title, postal address, telephone and email address of the contact person; such duly authorised and signed purchase order should be sent to the CCOS either by post or by email in PDF format. Subsequent orders can be sent to the CCOS by email.

### 3. Availability and prices

The CCOS' policy is to offer well characterized strains with special properties. Bacterial and yeast strains from the CCOS are distributed as actively growing cultures (slant or stab cultures) or as glycerol stocks on dry ice. Plasmids are distributed in *E. coli* or host strains or as vacuum dried preparations. The CCOS reserves the right to cancel availability of strains and to change prices without prior notice.

### 4. Terms of delivery

The customer accepts responsibility for appropriate handling of the biological material and must ensure that the biological material received is processed by qualified personnel in an appropriate laboratory environment. Delivery of products in risk group 2 (according to Swiss categorisation) is made only to customers who are in possession of an official permit which allows the handling of the strain ordered. The CCOS reserves the right to verify the existence of the necessary permit and to request further documentation. The CCOS also reserves the right to deny delivery to the customer if applicable laws and regulations do not permit the dispatch of the biological material ordered.

Restriction is placed on the distribution of certain hazardous species/strains (dual-use strains). The CCOS clarifies the position in respect of delivery of dual-use strains with the national State Secretariat for Economic Affairs SECO.

### 5. Shipping

The CCOS organizes packaging and shipping with a courier transport service at the customer's expense. The CCOS processes, packages and ships the material in accordance with the applicable laws and regulations. The customer can choose their own courier transport service provided that it complies with the applicable laws and regulations.

The customer is responsible for determining the current national regulations of their country, especially for products in risk group 2, and for checking import restrictions.

## **6. Restrictions of use**

Biological materials supplied by the CCOS are used for research and product development. The use of the material for commercial purposes is only allowed after a commercial licence, which includes terms and conditions regarding any compensation, has been granted by the CCOS or the original depositor of the material. The customer must not distribute or pass on CCOS biological material to any others or propagate CCOS biological material for distribution, lending, licensing, repackaging or any other form of transference to third parties.

## **7. Warranty and Liability**

CCOS warrants that it provides pure, viable and authentic biological material. CCOS makes no other warranty of any kind, either express or implied; in particular the customer acknowledges that biological material may undergo alteration which could influence its properties.

To the extent permitted by law, the liability of CCOS under these general terms and conditions is limited to the amount of the price paid by the customer and in any event CCOS is not liable for any indirect and consequential damage.

## **8. Services**

The CCOS offers high quality services such as the identification of microorganisms, and the safe storage and safe deposit of biological material. All services are performed on a strictly confidential basis.

The CCOS accepts only biological material which belongs to risk groups 1 or 2. The CCOS assumes no liability for loss of the biological material.

The strains are identified based on modern taxonomic methods. After completion of the identification studies, the original sample(s) received and all sub-cultures prepared are treated as requested by the customer (normally destroyed). The CCOS assumes no liability for identification results and any consequences ensuing for the customer. Information concerning strains, storage data or the results of the identification can only be communicated to the person signing the analysis order or safe storage contract.

CCOS offers as broker for Biological Material a strain finder and acquisition service. CCOS find, order, verify and deliver the requested strain to the customer in a time efficient manner. The service helps the customer to obtain the requested strain. However, CCOS cannot guarantee successful acquisition.

## **9. Prices and terms of payment**

All products and services are billed based on the price list applicable at the time of acceptance of the order by the CCOS. The customer is required to bear additional costs, such as taxes and duties.

All invoices shall be settled by payment into the CCOS' bank account immediately upon receipt. Late payment will result in interest of 8% p.a. being charged.

## **10. Applicable Law and disputes**

These general terms and conditions shall be governed by Swiss laws.

All disputes arising under or in connection these general terms and conditions shall be submitted exclusively to the courts of the Canton of Zurich.