



General Terms and Conditions

Part I GENERAL PROVISIONS

1. Scope

The following General Terms & Conditions (**GTC**) apply to contracts concluded with the University of Zurich, Vetsuisse Faculty, Equine Department, Clinic for Equine Internal Medicine, Winterthurerstrasse 260, 8057 Zurich, Switzerland (**UZH**) acting as a service provider. The provisions of section 2.1 remain unaffected by this.

2. Subject

- 2.1 These GTC define the rights and obligations of the contractual parties with regard to services and consultancy (**deliverables**) unless binding statutory regulations stipulate otherwise or written agreements (amendments, additions and/or ancillary agreements) demonstrably deviate therefrom.
- 2.2 Where different language versions of these GTC are available, the German version is decisive.

3. Concluding a Contract

A contract is deemed concluded once:

- a. The customer/recipient of services of UZH has used a web form to place an order with a specific scope of performance in the case of *standard services*; or
- b. UZH receives written or electronic (e-mail) acceptance of its quotation from the customer/recipient of services in the case of *other services*.

4. Place of Performance

The place of performance is the place determined by UZH (e.g. the place of delivery). If no specific place is named, the following location applies: University of Zurich, Vetsuisse Faculty, Equine Department, Clinic for Equine Internal Medicine, Winterthurerstrasse 260, 8057 Zurich, Switzerland.

Part II UZH AS SERVICE PROVIDER

5. Refusal to Provide Services

- 5.1 UZH is entitled, without stating the grounds, to reject inquiries, offers or quotations requesting the provision of services by UZH. Service provision on the basis of statutory obligations remains unaffected by this.
- 5.2 UZH must notify the customer/recipient of services about the refusal.
- 5.3 UZH will not be liable toward the customer/recipient of services for any costs generated by such refusal.

6. Prices/Fees

- 6.1 The fees for drawing up expert reports, analyzing veterinary tests and samples, providing veterinary treatment and therapeutic recommendations, making diagnoses, etc., as well as all other consultancy services are calculated by time spent. UZH may separately invoice any cash payments and expenses required for contract fulfillment.

- 6.2 If UZH provides services in accordance with a fixed service catalog, these are charged to the customer/recipient of services at the list price. The customer/recipient of services must separately reimburse UZH for any additional costs and/or ancillary costs (for example, expenses, packaging, customs duty or value-added tax) UZH incurs in the course of contract fulfillment and that are not explicitly included in the list price. These costs are listed separately for the customer/recipient of services on the invoice.

- 6.3 UZH may demand advance payment and/or other securities.

7. Terms of Payment

- 7.1 UZH will invoice the customer/recipient of services for the services it has provided as well as any further costs it has incurred during contract fulfillment (sections 6.1 and 6.2).

- 7.2 The customer/recipient of services must pay the remuneration within 30 days of the invoice issue date.

8. Warranty/Liability

- 8.1 The customer/recipient of services bears sole responsibility for the risks inherent in following UZH's suggestions or recommendations. The customer/recipient of services will not hold UZH liable in any way for direct, indirect or incidental damage, loss of earnings or consequential damage caused by following these suggestions or recommendations. Where legally permissible, UZH waives all liability in this respect.

- 8.2 UZH pledges to provide the contractual services with due care and diligence in accordance with standard practice as well as the status quo of science and modern medical technology.

- 8.3 UZH may partially or wholly outsource work to third parties in order to fulfill a contract. UZH accepts no liability for any damage caused by the actions or inaction of its commissioned agents.

9. Delay Compensation

If the customer/recipient of services is in arrears in providing UZH with a deliverable required in conjunction with contract fulfillment or if the customer/recipient of services fails to meet its contractual obligations, either fully or to the required extent, UZH will be entitled to claim delay compensation (1% of the contractual sum per full or partial work week of the delay, though no more than 10%).

10. Provided Materials/Documents

- 10.1 The customer/recipient of services must make available to UZH any test materials, documentation and information required to enable UZH to provide its service or consultancy as contractually agreed.

- 10.2 At the end of the contract, UZH will, upon request, immediately return the test materials, documentation and information to the customer/recipient of services. After a period of ten years, UZH will be entitled to fully delete the test material, documentation and information or dispose of it in an appropriate manner.

11. Disposal

At the end of the contract, UZH may return to the customer/recipient of services any materials (e.g. test materials, CDs, DVDs, USB sticks, etc.) made available to it or dispose of such materials in an appropriate manner at the expense of the customer/recipient of services. The costs of the disposal may be invoiced separately to the customer/recipient of services (cf. sections 6 and 7).

Part III FINAL PROVISIONS

12. Assignment and Pledging

The other contractual party is obliged to obtain written consent from UZH before assigning or pledging individual rights and/or obligations arising out of the contract to a third party.

13. Force Majeure

The contractual parties will not be liable for the consequences of force majeure (e.g. war or natural disasters). Such events will give both parties the right to withdraw from the contract upon payment of compensation for any provided services or to postpone the provision thereof accordingly. This will not form the grounds for damages.

14. Property Rights

14.1 All intellectual property rights that arise in connection with the fulfillment of a contract as well as any utilization and/or exploitation rights will be the exclusive property of UZH.

14.2 UZH may use the (electronic) data (data files, photos, videos, etc.) made available to it for the purpose of contract fulfillment as well the results of contract fulfillment in fully anonymized form in order to fulfill its statutory obligations and in particular for research (e.g. for Bachelor's, Master's or Doctoral theses) or university teaching (basic training and continuing education).

15. Confidentiality/Secrecy

15.1 The contractual parties will treat all information that is neither common knowledge nor publicly accessible as confidential unless it is covered by statutory information and/or disclosure obligations. This confidentiality duty must already be fulfilled before conclusion of the contract and will remain in force beyond the end of the contractual relationship.

15.2 If one of the contractual parties wants to advertise or publish information about the contractual relationship, it must obtain prior written consent from the relevant other party. This will not apply to advertising using or the publication of the results of contract fulfillment on condition that they are fully anonymized or do not enable any conclusions to be drawn about their origin.

16. Data Protection

16.1 UZH must comply with the applicable data protection regulations. The information and documentation processed by UZH may be used exclusively for the purposes defined in the contract. Any other use must be authorized in writing by the customer/recipient of services. The provisions of section 14.2 remain unaffected by this.

16.2 Information may only be disclosed to third parties within the framework of the contractual agreement or if the customer/recipient of services has provided written consent.

17. Premature Termination of the Contract

17.1 The contract may be terminated at any time by the customer/recipient of services or UZH, exclusively in the case of in-person field consulting. Here too, this does not affect the compensation obligation if the contract is terminated in an untimely manner.

17.2 The customer/recipient of services must compensate UZH in full for the deliverables provided until contract termination.

18. Applicable Law / Place of Jurisdiction

Contracts concluded with UZH are subject exclusively to Swiss law. The place of jurisdiction is the city of Zurich, Switzerland.