



General Terms and Conditions of the Institute of Virology of the University of Zurich (as of May 27, 2024)

1. Scope of application and subject matter

These General Terms and Conditions (GTC) of the Institute of Virology of the Vetsuisse Faculty, University of Zurich (UZH) apply to all services of the Institute of Virology in the field of diagnostic veterinary virology. The client acknowledges the applicability of these GTC by submitting a written examination form or, in the absence thereof, at the latest upon delivery of test material. The GTC govern the rights and obligations of the client and the Institute of Virology, in particular with regard to the delivery, handling and further use of the test material and the information transmitted and generated. Deviating provisions require the written form and mutual confirmation between the Institute of Virology and the client. The client's general terms and conditions are not applicable. In addition to these GTC, Swiss law shall apply.

2. Test material

The Institute of Virology accepts samples (tissue samples, swab samples, body fluids and excretions) from animals as test material. The test material can be frozen for possible further testing at the Institute of Virology. When sending in whole animals (e.g. aborted fetuses, koi carp), the client confirms that the animal owner agrees to the taking of samples. The client also confirms that the animal owner agrees to the free transfer of ownership of samples sent in or samples taken from the animal carcass to the Institute of Virology. By submitting an examination form and sending in test material, the client confirms that the animal owner also agrees to the transfer of ownership of samples to the Institute of Virology.

3. Handling of the test material

The Institute of Virology is responsible for the proper handling of the test material received. Receipt is recorded in the laboratory database. The receipt of test material is possible during the business hours of the Institute of Virology. The Institute guarantees proper storage (for deliveries during business hours), examination and disposal of the test material received and reserves the right to reject analysis requests or test material. The Institute of Virology cannot guarantee proper storage for deliveries outside of business hours.

After completion of the analysis, the test material will be disposed of in accordance with the applicable regulations. The right to make other agreements with the client is reserved. The Institute of Virology also reserves the right to further use the samples after completion of the tests in accordance with section 6.

The Institute of Virology can only make statements about the test material sent in. The client is responsible for ensuring that this is representative for his purposes and questions.

4. Performing the analysis

As far as possible, the Institute of Virology uses accredited test methods for processing the test material. It is authorized to use both internal and external subcontractors. The scope of the investigations and any further investigations to be carried out by subcontractors shall be determined by the circumstances of the specific case and by the question submitted by the client.

5. Test report and documentation of the investigation

The results of the investigations are recorded in a test report. The test report is protected by copyright. Publication of the report or parts of the report or use for advertising purposes is not permitted without the prior written consent of the



Institute of Virology. The client will be granted access to the relevant documents on request. In addition, the client may obtain information on the status of the investigations by telephone during business hours. The Institute of Virology undertakes to carry out all diagnostic activities independently by means of the basic regulations and procedures of its quality management (QM) system and treats information that is provided by the client to the Institute of Virology, as well as information that arises in connection with the examination at the Institute of Virology, confidentially.

Test reports or extracts thereof and the underlying documents will only be passed on to third parties with the written consent of the client. Statutory information, disclosure, publication and reporting obligations and rights, in particular obligations to provide information to the Federal Food Safety and Veterinary Office (FSVO) and to the cantonal veterinary offices and the police remain reserved. The storage and archiving of all documents and information is governed by the regulations applicable to the University of Zurich.

6. Use of the test material for teaching and research purposes

The client confirms that the animal owner agrees that the University of Zurich may continue to use animal test material, provided information, data, results and other findings from tests in anonymized form for teaching and research, in particular as teaching material or for scientific evaluations.

The further use of the examination material for teaching and research does not in any way affect the examination or the diagnosis. If the samples to be examined are human material, the Institute of Virology will only use this material or the results thereof for research and teaching purposes if the patient has consented by means of a separate informed consent form.

7. Invoicing

In addition to its own services and expenses for examinations, the Institute of Virology's invoice also includes any services provided by subcontractors. The Institute of Virology is entitled to demand advance payments. Any taxes and duties, in particular value added tax (VAT), shall be borne by the client and shall be shown separately on the invoice.

8. Queries

Queries regarding test reports should be addressed to the Institute of Virology, University of Zurich, Winterthurerstrasse 266 A, 8057 Zurich.

9. Place of performance, applicable law and place of jurisdiction

The place of performance shall be the place of performance designated by the Institute of Virology. If no such place is designated, the following place of performance shall apply: University of Zurich, Institute of Virology, Vetsuisse Faculty, Winterthurerstrasse 266 A, 8057 Zurich. Swiss law shall apply exclusively. The exclusive place of jurisdiction is Zurich.