

General Terms and Conditions

(Version number: 20260210, effective from February 10, 2026)

1. Scope of the GTC

These General Terms and Conditions, including their annex (hereinafter collectively referred to as **the GTC**), shall apply in the absence of any express written agreement to the contrary between **Eurofins Food and Feed Testing Budapest Kft.** (registered office: 1045 Budapest, Anonymus utca 6., company registration number: 01-09-423927, tax number: 32434747-2-41, hereinafter: **Company**), as contractor and/or agent, on the one hand, and the customer and/or principal (hereinafter: **Customer**, while the Company and the Customer are hereinafter collectively referred to as: **Parties**, or either of them separately hereinafter referred to as: **Party**) constitute an integral part of individual business and/or agency agreements (hereinafter referred to as: **Agreement** or **Agreements**) concluded between them.

2. Conclusion of the Contract

2.1. Upon request by the Client, the Company shall prepare an individual offer for the service requested by the Client, specifying the expected delivery date within a few days and the fee for the service (hereinafter: **Offer**), which the Client may accept by completing the order form and sending it to the Company (hereinafter: **Order**). Upon receipt of the Order as a statement of acceptance, with the exception of point 2.4, the Contract shall be concluded with the content specified in the Offer, the Order and these GTC at the time of communication of the Order to the Company, without any further legal action.

Unless otherwise provided in the Offer, the Company's offer shall remain valid until December 31 of the calendar year in question.

2.2. By signing the order form (placing the Order), the Customer acknowledges and expressly accepts that if the Company is subject to a reporting obligation under any law based on the results of the tests specified in the Order, the Company shall be obliged to fulfill its reporting obligation under the law without the Customer's consent, however, the Company shall immediately notify the Customer in writing of the occurrence of the conditions for the reporting obligation specified in the legislation.

2.3. Upon receipt of the Order – and, where applicable, the test sample that is the subject of the Order – the Company shall examine whether

- a. the Order has been issued in accordance with the content of the Offer (service),
- b. the Order contains the mandatory data and statements required by the applicable laws on the part of the Customer,
- c. the service undertaken in the Offer can be performed on the test sample of the quantity and quality delivered at the same time as the Order,

and then, at its discretion, the Company shall either commence the performance of the Order or raise an objection (hereinafter: **Objection**) in relation to the content of the Order (order form) or the test sample received.

2.4. In the event of an objection,

- if, in accordance with Section 2.3. a), the Order has not been placed for the service specified in the Offer, the Contract shall not be concluded unless otherwise agreed by the Parties, while
- if, as specified in Section 2.3. b), the Order does not contain any mandatory data or statements, the Company shall promptly request the Customer to remedy the deficiencies, or
- if, as set out in Section 2.3(c), the test sample provided is unsuitable for the performance of the service under the Contract, the Company shall not be obliged to commence performance until the Customer has provided a suitable test sample as specified in the Objection. In the latter case, the performance deadline shall not commence either.

2.5. If the Company does not notify the Customer of any Objection within five (5) working days of receiving the Order and, if necessary for performance, the test sample, it shall no longer be possible to notify the Customer of any Objection and the Company's performance shall be deemed to have commenced.

2.6. If the Company provides the Service specified in Section 3.1 of these GTC without a formal (written) Offer and/or Order, (i) upon verbal request, or (ii) by implied conduct upon receipt of the sample or upon performing the test, the Contract shall be deemed to have been concluded in accordance with these GTC in the case referred to in point (i) upon acceptance of the verbal request, and in the case referred to in point (ii) upon receipt of the sample or upon commencement of the test, at the time of receipt of the sample or commencement of the

test. in the case referred to in point (ii), upon receipt of the sample or commencement of the test, at the time of receipt of the sample or commencement of the test.

2.7. Without the conclusion of the Contract as regulated in points 2.1 and 2.6 of these GTC, the Company shall not be obliged to perform the Service or any other activity as specified in point 3.1 of these GTC.

2.8. The Customer shall be entitled to include in the Order (on the order form) to the Company, which fall within the scope of its data reporting and declaration obligations under any law, by means of a unilateral declaration addressed to the Company until the conclusion of the investigation, for which the Company's consent and thus the amendment of the Contract are not required. Otherwise, the Agreement may only be amended by the mutual and unanimous declaration of intent of the Customer and the Company, set out in a private document with full probative force, regardless of whether it was created in accordance with Section 2.1 or 2.6 of these GTC.

3. Content and fees of the Services, payment deadline

3.1. The services that may be provided under the Agreement (hereinafter: **Service or Services**) and the fees for the Services (hereinafter: **Fee**) are included in the established price list (hereinafter: **Price List**), which can be viewed at the customer service department of the given Business Unit. If the Fee chargeable for the Service covered by the Order based on the Price Lists does not exceed the **net** amount of **HUF 20,000**, i.e. **twenty thousand forints**, the Company shall be entitled, unless otherwise agreed by the Parties, to charge a flat-rate project administration fee (hereinafter: Project Administration Fee) **of HUF 6,500 net**, i.e. **six thousand five hundred forints**, in addition to the Fee (hereinafter: **Project Administration Fee**).

3.2. Unless otherwise provided for in these GTC or the Contract, the payment deadline for the Fee and the Project Administration Fee shall be 15 (fifteen) days from the date of performance of the Service, provided that the following Customers shall pay the Fee for the Services and the Project Administration Fee prior to the commencement of the Company's performance, unless otherwise agreed by the Parties:

- i.** a Customer with whom the Company has not previously had a business relationship,
- ii.** which Customer is in default of payment to the Company for any reason at the time of placing the Order,
- iii.** the Customer has been in default of payment to the Company on two (2) occasions in the year preceding the Order, on any legal grounds,
- iv.** the Fee for the Service ordered by the Customer does not exceed the **net** amount of **HUF 50,000**, i.e. **fifty thousand Hungarian forints**.

3.3. The Company may make the performance of the Service conditional upon the payment of an advance or the provision of security in the Offer.

3.4. The Customer shall not be in default with the payment of the Fee or the Project Administration Fee if the Fee or the Project Administration Fee is paid within 2 (two) days of receipt of the relevant invoice or advance invoice, regardless of whether the payment deadline for the invoice or advance invoice has already expired. The Company shall send its invoice or advance invoice for the Fee or the Project Administration Fee to the Customer electronically to the e-mail address provided by the Customer, which invoice shall be deemed to have been received by the Customer when the electronic delivery confirmation is returned to the Company. The Fee and the Project Administration Fee shall be deemed to have been paid when they have been credited in full to the payment account specified in the (advance) invoice issued by the Company.

4. Conditions for the performance of the Service

4.1. The Customer is obliged to

- a.** clearly and accurately specify the Service to be used in their Order,
- b.** pay any Fees and Project Administration Fees that may be payable before the commencement of the Service, and provide any security that may be required,
- c.** provide the Company with any data, information and statements necessary for the performance of any obligation laid down in any legislation,
- d.** provide the Company with the necessary data, documents, information, and samples in a timely manner for the timely performance of the Service,
- e.** to create the legal and regulatory conditions for the use of the Service,
- f.** in the case of activities outside the laboratory, **(i)** ensure the lawful entry and presence of the Company's employees or performance assistants (hereinafter collectively referred to as "**Personnel**") at the place where the activity is performed, **(ii)** to provide all conditions and equipment necessary for the

performance of the Service (excluding protective equipment for the Personnel), (iii) to eliminate all circumstances hindering the performance of the Service and to maintain this condition during the performance of the Service,

- g. notify the Company in advance of all known actual or potential hazards that may arise during sampling or testing, with particular regard to radioactive radiation, toxic or explosive substances, or other effects harmful to human health, physical integrity, or the environment.

The combined conditions set out in subparagraphs a) to g) above are hereinafter referred to as the **Performance Conditions** in these GTC. If any provision of the Performance Conditions does not apply to a given Contract or Service, the remaining provisions shall constitute the combined Performance Conditions.

4.2. The Customer declares that the sample provided to the Company does not violate any laws and/or the rights of third parties, and that the Customer is entitled to dispose of the sample in accordance with the Agreement. By handing over the sample to be examined, the Customer transfers ownership of the sample to the Company without claiming any consideration. The sample that is the subject of the Service may be handed over to the Company on working days during opening hours.

5. Method and place of performance of the Service

5.1. The Company shall prepare a written summary of the results of the Service it has performed, in particular a test report and an expert opinion (hereinafter collectively or individually referred to as **the Document**).

5.2. The Company shall send the test reports and expert opinions to the Customer as electronic documents issued in accordance with strict internal procedures, as attachments to an electronic letter sent to the electronic address specified in the Order. The inspection report contains a unique two-dimensional barcode (hereinafter: **QR code**) for the purpose of verifying its authenticity. Any user of the QR code is entitled to access the relevant inspection report in the Company's database via an internet connection.

5.3. The Company shall also send the Document in paper form by post, against a fee in accordance with the Price List, together with the invoice issued for the Service, or shall ensure that the Document can be collected at the Company's registered office.

5.4. In the event of any discrepancy between the paper version or printed version of the Document created as a result of the same Service and the version accessible via the QR code at , the version registered under the QR code shall be deemed authoritative, correct, and true.

5.5. The Customer shall be entitled to use and refer to the Document published in the Company's database provided that there are no outstanding payments owed to the Company. In the event of a payment delay of at least 3 (three) days, the Company shall be entitled to indicate on the electronic Document a statement preventing its use and to make the version of the Document accessible via QR code unavailable.

5.6. The Company operates a certified and accredited quality management system for the performance of the Services. Up-to-date information on the technical content of the accreditation can be found on the websites <https://www.nah.gov.hu> and www.eurofins.hu.

5.7. The place of performance of the Service is the Company's registered office.

5.8. Unless otherwise agreed by the Parties, the date of performance of the Service shall be the date on which the sealed electronic Document is sent by the Company to the electronic mail address provided by the Customer.

6. Deadline for the performance of the Service

6.1. The Company shall perform the Service within 14 (fourteen) working days, unless otherwise provided for in these GTC, the Contract or the Offer. Unless otherwise agreed by the Parties, the deadline for performance shall be calculated from the date of delivery of the sample of the quantity and quality required for the performance of the Service. The Company is entitled to specify a different performance deadline instead of the 14 (fourteen) working day performance deadline. The Company is entitled to early performance.

6.2. Subject to the provisions of Sections 2.4-2.5 of these GTC, the starting point for calculating the performance deadline shall be the date of full compliance with the Performance Conditions.

6.3. The Service

a. by sending the Document to the e-mail address specified in the Order, or
b. if, according to the Contract, the Company is also obliged to issue a paper-based Document, by sending it to the Customer or to the person designated by the Customer, or in the case of personal collection, by offering the Customer the possibility of personal collection
shall be deemed to have been fulfilled.

6.4. In the event of the use of a Performance Assistant, in the event of direct performance by the Performance Assistant to the Customer, the provisions of Section 6.3(b) of these GTC shall apply to the date of performance.

6.5. The Customer shall examine the Document and other parts of the Service within 3 (three) working days of the performance of the Service and communicate any objections during this period.

7. Management of contact details

The Company's database requires the contact details of the Customer's current contact persons for review. In order to ensure that quotations, test reports and invoices are always sent to the correct place, the following authorizations must be specified:

7.1. Primary contact person:

The primary contact person is authorized to designate data recipients for each document type, request new permissions, and modify or revoke existing permissions from a defined email address. By default, the primary contact person is the legal representative of the company, but they may authorize another person to fill this role. Unless otherwise specified, the primary contact person is the recipient of all types of documents.

The primary contact person's rights:

To specify the recipients and email addresses of various documents sent by Eurofins Food and Feed Testing Budapest Kft. (quotations, test reports, invoices), add new recipients, modify the details of existing recipients, and revoke recipients.

The primary contact's obligations:

Any changes to recipient data (including changes to email addresses, changes to recipients, etc.) must be reported immediately, but no later than within 3 working days, to CRM.budapest@ftcee.eurofins.com.

7.2. Recipient of the quotation:

The recipient of quotations and any modifications thereto. Quotations and any modifications thereto shall be sent to the email address of the recipient of the quotation. One person must be designated. Unless otherwise specified, the recipient of the quotation shall be the primary contact person.

7.3. Recipient of the test report:

The recipient of the test report is the person to whom we send the test report to the specified email address. It is mandatory to designate a person. Unless otherwise specified, the recipient of the test report is the primary contact person.

7.4. Invoice recipient:

The invoice recipient is the person to whom the invoice is sent to the specified email address. One person must be designated. Unless otherwise specified, the invoice recipient is the same as the primary contact person.

7.5. Additional recipients of the inspection report:

The test report may be sent to any number of additional persons at the request of the primary contact person.

7.6. Additional recipients of the invoice:

The invoice may be sent to any number of additional persons at the request of the primary contact person.

7.7. In order to determine eligibility, the Customer must complete the following form(s):

7.7.1. Complete the "Declaration/Power of Attorney regarding primary contact details" form. This document must be completed. The legal representative may declare that they wish to perform the rights and obligations of the primary contact themselves, or they may appoint a person designated by them to do so. The company details and the legal representative's details must be completed in all cases, while the authorized representative's details must only be completed if an authorization has been granted. Only one authorized representative is possible per customer!

7.7.2. Completing the "Document recipients" form

If the recipients of the various documents differ from the legal representative and/or the primary contact person (i.e., the customer has selected point 'B' or 'D' in the Declaration), then the legal representative or authorized representative must also fill out the "Document recipients" form. The "Recipient of the quotation," "Primary recipient of test reports," and "Primary recipient of invoices" are mandatory fields. The "Additional recipients of test reports" and "Additional recipients of invoices" lines can be copied as many times as necessary.

If the legal representative performs the primary contact person duties and is also the recipient of all documents (point 'A' of the Declaration), or if an authorized representative performs the primary contact person and is the recipient of all documents (point C of the Declaration), it is not necessary to complete the "Recipients of documents" form.

The form(s) should be sent to our Company at the following address: CRM.budapest@ftcee.eurofins.com

7.8. If the Client wishes to initiate any changes at a later date, they must

- (1) the primary contact person,
- (2) from the email address specified in the statement,
- (3) by sending an email to CRM.budapest@ftcee.eurofins.com.

We are obliged to reject any other requests that do not meet any of these three requirements. An exception to this is if the contract between Eurofins Food and Feed Testing Budapest Kft. and the Customer provides otherwise.

Further information regarding this notice and contact details can be requested at the following contact details:

By phone: Mónika Szabó, CRM data management staff member, +36203751681

By email: CRM.budapest@ftcee.eurofins.com

8. The Company's data reporting obligations

8.1 Pursuant to Section 11 of Decree 8/2021. (III. 10.) AM, non-state laboratories have a data reporting obligation to the National Food Chain Safety Office (NÉBIH). By submitting the test order form, the Customer accepts that, in accordance with the decree, if a non-state laboratory detects pathogenic microorganisms or chemical contamination above the limit value in food intended for the final consumer or in feed intended for use, it shall report the test results to NÉBIH immediately, but no later than the day following the completion of the test.

The Client shall declare on the test order form, in accordance with Section 11(6) of Decree 8/2021. (III. 10.) AM, whether the sample to be tested was sampled in a state ready for consumption or distribution.

9. Restrictions on the use of the Document or other parts of the Service by the Customer

9.1. The Customer is obliged to use the Document in its entirety, is not entitled to extract parts of it and is not entitled to modify the Document, in particular, with regard to the provisions of Act C of 2012 on the Criminal Code, the Customer is not entitled to alter, cover up, render illegible, or transfer the QR code to another Document (hereinafter: **Unauthorized Use**). A partially used or modified Document shall not be considered a statement by the Company, and the Customer shall not be entitled to refer to it as such. In the event of unauthorized use and/or suspicion of a criminal offense, the Company shall be entitled to file a report with the competent authority, which the Customer expressly acknowledges and accepts.

9.2. The Client shall acquire a non-transferable right of use, unlimited in space and time, over the elements of the Document protected by copyright, provided that, with regard to Section 7.1 of these GTC, the Client shall not be entitled to adapt the copyrighted work contained in the Document.

9.3. The Customer shall only be entitled to publish the Document or make it available to the general public with the prior consent of the Company, set out in a private document of full probative force.

9.4. Both Parties shall treat as confidential and keep secret any business secrets received from the other Party or received from a third party relating to the other Party, including protected knowledge (know-how) as defined in Section 1(2) of Act LIV of 2018 on the Protection of Business Secrets. The transferred business secrets may not be disclosed or made available to third parties under any circumstances without the prior written consent of the transferring Party or unless required by law. If either Party is required by law or by a final official/court order to disclose business secrets relating to the other Party, it shall be obliged to provide the information unless otherwise required by law (prohibition). court order to disclose business secrets relating to the other Party, the Party obliged to provide the information shall, in the absence of any other legal provision (prohibition), notify the owner of the business secret without delay, but no later than the day following the transfer of the sensitive data, at the same time as complying with the request.

9.5. The Customer shall be entitled to use the Company's name and logo on the basis of the Company's prior written consent, which shall be recorded in a private document with at least full probative force.

9.6. The Customer shall refrain from damaging the Company's reputation or making statements or behaving in a manner that could damage its reputation.

10. Suspension of the Service

10.1. The Company shall be entitled to suspend the performance of the Service if

- a. the Customer has fallen into arrears with the Company after the conclusion of the Contract, or
- b. the Customer fails to comply with the Terms and Conditions during the performance of the Service, or the performance of the Service is otherwise impeded, or
- c. Unauthorized Use occurs during the performance of the Service, even if it concerns a Service arising from another Contract.

10.2. The performance of the Service shall be suspended until the circumstances giving rise to the suspension cease to exist. The period of suspension of the performance of the Service shall not be included in the deadline for the performance of the Service.

10.3. In the event of suspension of the Service, the Customer shall provide the Company with any new samples or other data necessary for the performance of the Service at its own expense, or shall enable the Company to take new samples as necessary and pay the cost thereof.

10.4. Even in the absence of a suspension of the Service, the Company shall not be in default with the performance of the Service if the Service should be suspended but is not formally suspended, as the provisions of Sections 8.1-8.3 of these GTC shall apply even in the absence of suspension of the Service.

11. Termination of the Contract without performance

- 11.1.** The Company shall be entitled to withdraw from or terminate the Agreement if
- a. the Customer is at least 15 (fifteen) days in arrears with payment to the Company after the conclusion of the Agreement, or
 - b. the Customer fails to fulfill the Performance Conditions within 15 (fifteen) days of the conclusion of the Agreement, or
 - c. during the performance of the Service – even in relation to a Service arising from another Agreement – there is unauthorized use, or
 - d. the Company has suspended the performance of the Service for at least 15 (fifteen) days, or
 - e. bankruptcy, liquidation, or other insolvency or termination proceedings have been ordered against the Customer with legal force.

11.2. The Customer shall be entitled to withdraw from or terminate the Agreement – after giving the Company written notice with a grace period of at least 5 (five) days – if the Company has fallen at least 15 (fifteen) days and the Company has failed to perform the Service even during the grace period.

12. Limitation of the Company's liability

- 12.1.** The Company excludes its liability
- a. for the suitability of the Service ordered by the Customer for the Customer's purposes,
 - b. the unsuitability of the sample provided by the Customer, in particular its unprofessional, incorrect selection, purchase, storage, transport, preservation and late provision of samples,
 - c. for errors or inaccuracies in the data and information provided by the Customer,
 - d. for any damages incurred by the Customer as a result of the Company's legal obligations, in particular, but not limited to, the lawful fulfillment of any reporting obligations required by law,
 - e. for the use of the Service by the Customer, the manner of use, or failure to use the Service,
 - f. damages resulting from the Customer's delay in examining the Service,
 - g. damages resulting from the late reporting of a claim against the Company,
 - h. for consequential damages resulting from a fault in the Service,
 - i. for damages resulting from the transfer of the Document and, where applicable, the QR code to third parties, or from its disclosure, and
 - j. damages resulting from the alteration, concealment, or illegibility of the QR code, or its transfer to another Document.

12.2. The Company's liability for damages, compensation for injury, and indemnification shall be limited to the amount of the Service Fee.

12.3. The Customer shall notify the Company of any claim against the Company in writing, in a private document of full probative force, immediately after the claim arises, but no later than within 3 (three) months.

13. Data processing

13.1. The Parties shall process personal data provided to each other strictly for the purposes specified, in accordance with Act CXII of 2011 on the right to self-determination in relation to information and freedom of information, and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

13.2. The Company provides its natural person Customers with detailed information on specific issues related to data processing in the data processing information attached to the order form in accordance with Section 2.1 of these GTC, while its General Data Protection Policy is available to anyone interested without restriction on the Company's website.

14. Final provisions

14.1. These GTC and the Agreement shall be governed by Hungarian law. The GTC have been prepared in Hungarian, and in the event of translation, the Hungarian text shall prevail.

14.2. The Company excludes the application of general contracts used by the Customer, thus, in particular, the application of rules relating to claims for damages, compensation, penalties, and indemnification against the Company is excluded.

14.3. The GTC in force at the time of notification of the Order to the Company shall govern the Contract.

Dated: Budapest, February 10, 2026.

EUROFINS Food and Feed Testing Budapest Kft.