

	General Terms & Conditions of Services Eurofins	Page 1 av 7
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General Terms & Conditions of Services (Sweden)

Definitions

Customer refers to a customer (companies and organizations) that gives Eurofins the task of carrying out an Assignment.

Eurofins refers to the company within the Swedish Eurofins' company group that has accepted the Customer's order, i.e. company within the Swedish Eurofins' company group means any company conducting business in Sweden and that forms a part of Eurofins Scientific S.A's company group.

Assignment refers to a collective name for the test- sample or analysis services that Eurofins performs on behalf of the Customer, including any agreed additional services or changes to Eurofins' services.

Sample refers to the material the Customer wishes to have tested or analysed in an Assignment.

Quotation Letter refers to the quotation letter, including its annexes that Eurofins will give to the Customer: The Quotation Letter will amongst others include information regarding the scope of the Assignment, time plan, prices, terms of payment etc.

Written Confirmation refers to a confirmation sent by letter, email or any other means of transfer where the content can be verified.

1. Area of Application

1.1 These General Terms and Conditions of Services (the "Terms and Conditions"), are applicable for Assignments between Customer and Eurofins, but also in situations where a third party orders or pays the Assignment. In such latter case the Customer is responsible for such third party as if it was the Customer itself. These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Alterations, waivers or warranties that conflict with or purport to override any of these Terms and Conditions shall not be binding upon Eurofins, unless it is in writing and signed by the person authorized to sign for Eurofins.

2. Quotation letter and Scope of Assignment

2.1 Eurofins can give the Customer a Quotation Letter regarding the scope of the Assignment. If nothing else is agreed in writing, the Quotation Letter is valid for sixty (60) days from the date it was sent from Eurofins to the Customer.

2.2 All documents, including technical data, appended to the Quotation Letter or sent later by Eurofins to the Customer during the quotation work, constitute the latest possible information available at Eurofins.

2.3 Eurofins is not obligated to start any analytical work unless the Customer has accepted the Quotation Letter with Written Confirmation. A binding order is concluded when the Customer has accepted the Quotation Letter in writing or by using Eurofins' online system when applicable. In case the Customer did not accept the order and Eurofins started to work on the Assignment after the Customer sent its samples to

Eurofins, or Eurofins otherwise got the impression that the Customer want Eurofins to start performing the Assignment, the Customer shall be considered as accepting the Quotation Letter as a concludent act.

2.4 If there is a difference between Eurofins' Quotation Letter and the Customer's acceptance or the Customer's inquiry, the scope of the Assignment shall be determined by Eurofins' Quotation Letter or Written Confirmation of the Assignment (Order Confirmation). The Customer shall provide Eurofins with documentation showing information about the scope of the analysis, volume or any other circumstance of the analysis that Eurofins requests and that is of importance for the execution of the Assignment. Eurofins shall state an approximate time when the Assignment shall be completed.

2.5 Eurofins is entitled to use sub-contractors when fulfilling the Assignment only after prior written consent of the Customer. However, Eurofins is entitled to use a sub-contractor within its Company Group without the consent of the Customer. Eurofins shall be responsible for any act and/or omission by the sub-contractor towards the Customer.

3. Price and Payment

3.1 The prices of the Assignment are stated in the Quotation Letter. In case of an emergency order made by the Customer, Eurofins will use a special price list and is entitled to charge an extra fee if it is listed in that price list.

3.2 All prices stated in the Quotation Letter exclude value added tax. Unless specifically agreed otherwise prices apply excluding packaging (when applicable), which is charged separately. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the Customer.

3.3 Eurofins is entitled to adjust its prices annually according to K84 index or other equivalent indexes, as well as in case of unusual imbalance at the general market, such as, but not exclusively, financial crises.

3.4 Unless specifically otherwise agreed, payment of all invoices is due within thirty (30) days of the invoice date. Eurofins is entitled to require prepayment. Any challenge of an analytical result will not entitle Customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty and may carry interest in accordance with the Swedish Interest Act, (i.e. reference interest +8 % p.a.).

4. Packaging, Sample Bottles and Transportation

4.1 If nothing else is agreed, the Customer is responsible for the cost of transportation and sample bottles or other packaging, which Eurofins supplies for the execution of the Assignment.

4.2 The Customer can use Eurofins' drop-off points and the transport is then free of charge. In the event that transportation of the Sample is included in the Assignment, or any other specific agreement is reached between the Customer and Eurofins regarding transportation, and the Sample is damaged or lost during transportation, Eurofins shall compensate the Customer. Eurofins' compensation to the Customer shall never exceed the compensation paid by the transportation company used or its insurer in settlement of the claim.

4.3 The Customer must always inform Eurofins in writing prior to shipment and label the packaging, Sample and/ or containers appropriately, if the Sample is dangerous or otherwise of a hazardous nature.

5. Sample Preparation

5.1 Sample preparation is done to the extent stated in the Assignment. If the Assignment does not clearly state whether certain Sample preparation is included or not, and its start or conclusion is of significant

importance for the result, and the Customer's approval cannot be obtained, Eurofins shall be entitled to make an independent decision to continue the work and to charge reasonable remuneration for such work.

6. Sample

6.1 The Customer shall, at its own expense and at the request of Eurofins, state the Sample volume, need for conservation, means of transportation, packaging and other significant information for the analysis work and shall mark dispatches in such a way that Eurofins does not have to undertake any measures to trace the origin of the dispatch or similar. If the Customer fails in these respects, Eurofins is entitled to charge reasonable remuneration for any additional work.

6.2 The Customer shall ensure, and hereby warrants, that no Sample possess any danger including on its site, during transportation, in the laboratory or otherwise at Eurofins' premises, instruments, personnel or representatives. It is the Customer's responsibility to ensure compliance with hazardous waste regulations and all other relevant legal obligations, including regarding information, transportation and disposal and to inform Eurofins' personnel or representatives about Sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the Sample and its likely level of contamination as well as the risks to Eurofins' premises, instruments, personnel and representatives related to the contamination. The Customer shall be responsible for, and indemnifies Eurofins against, any and all costs, damages, liabilities and injuries that may be caused to or incurred by Eurofins or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the Customer's Sample or by sampling site conditions. The Customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the Sample, whether or not described as hazardous waste. At Eurofins' request, the Customer must provide Eurofins with the exact composition of the Samples.

6.3 All Samples shall become Eurofins' property to the extent necessary for the performance of the Assignment. Eurofins is responsible for storage of Samples only if explicitly agreed with the Customer or if such responsibility follows by any applicable accreditation. Unless otherwise is agreed, Eurofins may dispose over or destroy the Sample after completion of the Assignment. If nothing else is agreed, pharmaceutical Samples will be retained for approximately four (4) weeks after completion of the Assignment. Eurofins also has the right, without further notice and at the Customer's expense, to dispose of or destroy the Sample after the agreed upon retention period or the time according to any applicable accreditation, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Customer requests the return of unneeded Sample, Eurofins will return it to the Customer, at the Customer's cost and risk.

7. Reporting of the Assignment and Results

7.1 Eurofins shall report the result of the Assignment to the Customer through an electronic system or by sending the result to the address to which the parties have agreed that the results of the Assignment shall be sent or to the address otherwise assigned by the Customer. What distribution method to be used shall be decided between the Parties.

7.2 Eurofins always apply the same decision rule, meaning that we do not consider measurement uncertainty as we compare results against defined limits, unless otherwise stipulated in the standard according to which the assessment is performed.

8. Delivery Dates and Delayed Deliveries

8.1 Dates for delivery and turnaround times are estimates and do not constitute a commitment for Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet the estimated delivery dates.

8.2 If Eurofins finds that the Assignment cannot be completed and that the result of the Assignment cannot be delivered at the time estimated by Eurofins, Eurofins shall notify the Customer of this without delay.

8.3 Eurofins is not responsible for any costs or losses that the Customer may suffer due to delays in delivery. Nor shall Eurofins in any other way compensate the Customer for any delay in delivery.

8.4 If completion of the Assignment is delayed and this is not due to Eurofins, Eurofins is entitled to compensation for the additional costs the time spent may entail.

9. Complaints

9.1 A Customer who wishes to claim that an error has been made in the analysis work shall notify Eurofins within 10 days of this after receiving the analysis result. The Customer shall provide a detailed description in writing of the nature of the error within thirty (30) days from the day such notice was given.

9.2 If the Customer has provided Eurofins with a notice of defects in the analysis work in due time, and provided that Eurofins has a sufficient amount of the original Sample and that the Sample and analyses are such that they cannot be considered to be affected by storage conditions and storage time, Eurofins may carry out a repeated analysis. Eurofins and the Customer may agree on specific conditions for such repeated analysis. If the repeated analysis is consistent with the analysis work that the Customer objected to, the Customer shall pay all additional costs for the repeated analysis, including sampling, transportation and the costs of analyzing and issuing new analytical reports and destroying the Sample residues. Otherwise, Eurofins shall bear the costs of the repeated analysis.

9.3 If the Customer does not provide Eurofins with a notification within the time limits stated in clause 9.1 above, the Customer loses its right to make such claim.

10. Liability

10.1 Eurofins' liability for damages only covers compensation for direct costs of the Customer for Eurofins' wilful error or negligence. Eurofins shall not be liable for any injury or loss to any third party or other indirect damage (indirect loss), such as loss of profit, expected saving, loss of income or other general financial loss. Eurofins' liability does not cover injury or loss caused by the Customer, such as the Customer providing incorrect prerequisites or information, or changes to the analysis result provided by Eurofins, without Eurofins approval.

10.2 Eurofins' liability per claim or series of related claims, and the Customer's exclusive remedy, is limited to the lower of:

- i. the direct and immediate loss or damage caused by Eurofins in connection with the performance of the Assignment; and
- ii. 50 000 SEK

10.3 In order for damages to be payable, the Customer shall report the scope of the damage and any claim to Eurofins within ten (10) days from receiving the analysis report. The Customer is not entitled to any compensation exceeding the amount that Eurofins' insurance company pays in conjunction with settlement of the claim.

10.4. Any claim against Eurofins becomes void if arbitration according to clause 17 is not initiated within one year from the date the analysis report from Eurofins should have been submitted.

11. Limited Warranties and Responsibilities

11.1 Assignments are handled pursuant to the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins. Assignments are handled pursuant to Eurofins' usual analysis techniques and procedures, even in situations where the method is developed by the Customer. Eurofins is not responsible for circumstances that could not have been foreseen by Eurofins with respect to the current state of technology and analysis techniques generally applied by Eurofins at the time of completion of the Assignment.

11.2 Each analytical report relates exclusively to the Sample (or method, where applicable) analysed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which Sample of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed, or if the Customer has not followed Eurofins' recommendations, Eurofins shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

11.3 Unless explicitly agreed in writing by Eurofins and the Customer, the contractual relationship shall be exclusively between the Customer and Eurofins. There shall be no third-party beneficiary or collateral warranty relating to any order and the Customer shall indemnify and hold Eurofins harmless from and against any and all third-party claims in any way relating to the Customer or to the Assignment.

12. Intellectual Property Rights and Transfer of Ownership

12.1 If nothing else is agreed in writing, all data and specifications stated by Eurofins that describe analysis capacity, prices, technical design and similar pictures, and are expressed in the Quotation Letter, catalogues, advertising, information folders, image material, product sheets, websites and similar, remain the intellectual property of Eurofins. Such information may not be used, copied or handed over for the knowledge of any third party, be published or in any other way be made available without the written approval of Eurofins. Such documents and information described in clause 2.2 also remain the intellectual property of Eurofins and shall be handled in such a way as described under this clause 12.1.

12.2 If nothing else is agreed in writing, Eurofins owns all the intellectual property rights connected to the methods used for the fulfilment of the Assignment. In case the Customer has developed a specific method that the Customer has instructed Eurofins to use, the Customer still owns the intellectual properties connected to such method. In case Eurofins develops a new method specifically for the Customer, comes up with a new method upon the fulfilment of the Assignment, Customer holds the intellectual property rights to such new method as soon as the Assignment has been duly and fully paid by the Customer.

12.3 Any results reported by Eurofins to the Customer, shall remain the intellectual property of Eurofins. The Customer obtains right to a copy of the report, including all analysis results, when all invoices in respect of the Assignment have been paid in full by the Customer.

13. Force Majeure

13.1 Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances, which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations. Events such as measures or failures by public authorities, new or amended legislation, labour market conflict, blockade, fire, flood or large-scale accident shall be deemed to be such circumstances.

14. Confidentiality

14.1 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Eurofins' rights to use these in order to demonstrate its entitlement to payment for services rendered.

14.2 Assignment results are prepared and supplied exclusively for the use of the Customer and should not be divulged to a third party for any purposes without the prior written consent of Eurofins if nothing to the contrary clearly follows from the circumstances, for example when the purpose of the Assignment is to develop analysis results that a third party shall take part of. In addition, the Customer is required to maintain secrecy concerning all services provided by Eurofins, price information included, and their results as well as the composition of products and software delivered by Eurofins. Assignment results are not to be publicly disclosed or exploited without the prior written consent of Eurofins. Even if such written consent is given by Eurofins, the Customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify Eurofins against any liability, which Eurofins may incur as a result of such divulgence or any such third party reliance.

14.3 The restrictions according to section 14.2 shall not apply to information that the Customer is required to disclose by law, other regulation or authority's decision.

14.4 The Customer may not, without the written consent of Eurofins, mention or otherwise refer to Eurofins, or the Customer's agreement with Eurofins, in its marketing, communication or other announcements.

15 Personal Data

15.1 Each party is responsible for its own processing of personal data pursuant to applicable data protection laws, including Regulation (EU) 2016/679 (the "GDPR"). In no event shall Eurofins and the Customer be considered joint controllers.

15.2 The Customer shall inform such data subjects, whose personal data is being processed by Eurofins due to the Assignment, of Eurofins' privacy notice, which is available at Eurofins' website, www.eurofins.se.

16. Disclaimer and Miscellaneous

16.1 All terms, conditions and warranties (including any implied warranty as to merchantable quality or fitness for a particular purpose) as to the manner, quality and timing of the testing service and result, equipment, products or software supplied by Eurofins, are excluded to the maximum extent permitted by applicable law and requirements according to any applicable accreditation. The warranties, obligations and liabilities of Eurofins contained in these Terms and Conditions are exhaustive.

16.2 These Terms and Conditions may be modified in writing from time to time by Eurofins and Assignments will be governed by the most recent version of these Terms and Conditions that is in effect at the time Eurofins commences the Assignment.

16.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

16.4 Failure by either Eurofins or the Customer to exercise their rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

17. Governing Law and Jurisdiction

17.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws of Sweden.

17.2 Any dispute or difference between the parties arising out of or in connection with these Terms and Conditions shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

17.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines that the Arbitration Rules shall apply, taking into account the complexity of the case, the amount in dispute and other circumstances. In case of the latter, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The proceedings shall take place in Stockholm, Sweden.

17.4 All arbitration proceedings, as well as information disclosed, and decisions made in such proceedings, shall be kept strictly confidential.

17.5 Eurofins is always entitled to initiate proceedings regarding payment of unpaid invoices at the competent court or any other competent authority.