

# General conditions for proficiency tests

Eurofins Miljø A/S provides accredited proficiency testing for wastewater. Eurofins offers four annual proficiency testing rounds per year. Matrix and concentration levels vary between effluent, influent and synthetic wastewater. The proficiency tests are open to all laboratories, and typical participants are public and private environmental laboratories and operational laboratories in wastewater treatment plants and industries.

For more than 40 years, Eurofins Miljø has carried out proficiency testing for wastewater with great success. The proficiency testing program is accredited under DANAK accreditation no. 534 according to ISO 17043. Eurofins Miljø's "General conditions" is included in an annex and the conditions applying only to proficiency tests are described below.

## 1. Confidentiality

A code number identifies participants in Eurofins Miljø proficiency tests. Code numbers are given for each proficiency test. However, code numbers for Danish participants are reported to DANAK, the Danish Accreditation Scheme. DANAK handles the list of code numbers according to DANAK's rules for confidentiality. Thus, participants are ensured full confidentiality regarding results in the proficiency tests.

### 1.1 Forgot your code number?

Should a laboratory forget its code number, Eurofins Miljø may send the number again according to the following rules. The laboratory must send the request in writing, and Eurofins Miljø sends the code number to the same address and the contact person who originally received the code number. This procedure is followed to maintain confidentiality concerning code numbers.

## 2. Registration and payment

### 2.1 Registration

Laboratories can register for participation through the Eurofins Miljø webpage: [www.eurofins.dk/proficiencytest](http://www.eurofins.dk/proficiencytest). Here the participants can access the Eurofins Proficiency Testing Portal through a link. Participants need to register as a user, before entering the portal and signing up for the proficiency testing rounds. To become a registered user, you need to contact Eurofins Miljø by sending an e-mail to [proficiencytest@eurofins.dk](mailto:proficiencytest@eurofins.dk)

Date and prices for the coming year's proficiency tests are available in the Eurofins Proficiency Testing Portal and in our information folders.

Eurofins Miljø reserves the right to cancel a proficiency

test in case the number of participants is much smaller than anticipated.

### 2.2 Cancellation of participation

Cancellation is possible on the following conditions:

- Cancellation on month before a proficiency test: 20% of the total fee for the proficiency test will be charged.
- Cancellation later than one month before a proficiency test: The full fee for the proficiency test will be charged.

### 2.3 Payment and confirmation of registration

After signing up to one or more of the proficiency testing rounds, the participants receive an e-mail with confirmation on the registration.

An invoice for each proficiency test is sent after the PT report is sent to the participant.

### 2.4 Additional sample volume

In case a laboratory needs a larger volume of sample than shown in the invitation, this can be arranged by contacting Eurofins Miljø by e-mail to [proficiencytest@eurofins.dk](mailto:proficiencytest@eurofins.dk), or by phone +45 70 22 42 66.

Samples broken or lost during transport are replaced free of charge, but a small fee (70 Euro) covering transport and administration will be invoiced if more than the specified amount of sample is ordered for other reasons.

# General Terms & Conditions of Sale

## 1. Area of Application

1.1 All Orders accepted by Eurofins' Danish subsidiaries or affiliates" (collectively, "Eurofins") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with Eurofins is accepted by Eurofins. An order placed with Eurofins is considered as accepted by Eurofins when (a) Eurofins proceeds to fulfil that order, without need for any written confirmation from Eurofins or (b) Eurofins accepts the order in writing.

1.2 These Terms and Conditions are valid for all agreements between the parties. Any deviations must be agreed in writing and specifically between the parties, other provisions of these Terms and Conditions will in that case remain in force between the parties. No officer (other than the Managing Director of Eurofins or a Eurofins employee acting as a general agent (stillingsfuldmagt)), employee, agent or subcontractor of Eurofins has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon Eurofins, unless it is in writing and signed by the Managing Director of Eurofins or a Eurofins employee acting as a general agent (stillingsfuldmagt).

## 2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using Eurofins-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to Eurofins quoting the customer reference. Eurofins is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of Eurofins or a Eurofins employee acting as a general agent (stillingsfuldmagt), any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Unless a separate contract is made between the parties each order accepted by Eurofins will be treated as a sep-

arate contract between Eurofins and the customer.

2.3 Eurofins is entitled to charge management and administrative fees in connection with the request for additional services to an existing order.. A request for additional services on samples that have entered the laboratory may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services. For customers where off-site logistic service is included in the by Eurofins offered price the cancellation is still valid. Any analysis service will have to be paid in total unless it has been cancelled or timely modified cf. the above by the customer before the collection of the samples.

## 3. Price and Terms of Payment

3.1 If the acknowledgement of an order does not state otherwise Eurofins' prices apply "ex works" (meaning excluding packaging, logistic etc.) Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by Eurofins in its acceptance of an order, payment of all invoices is due strictly within 15 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of 100 DKK and may carry interest at the rate of one percent (1%) per stated month.

3.4 Eurofins has the right to charge an administrative fee of up to one hundred (100) DKK when re-issuing or re-sending an invoice or when sending a requested certificate. Eurofins also has the right to charge a fee when starting up an urgent order or request as well as Eurofins has the right to charge a registration fee for manually registration at the online system EOL.

3.5 The invoice settlement method is bank transfer. Any other method of payment must receive prior agreement from Eurofins.

3.6 Eurofins is entitled to require prepayment as a condition of acceptance.

3.7 Environmental technical measurements and analyses are added an environmental control charge per sample. All other analyses may be subject to an environmental fee.

## 4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. Eurofins is entitled to conduct an initial examination of the samples' condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – Eurofins shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by Eurofins to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to Eurofins premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, 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 contaminations 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, 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.

## 5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of Eurofins to the extent necessary for the performance of the order. Unless the customer pays for storage or otherwise required by accreditations body, Eurofins shall have no obligation or liability for samples sent to Eurofins for storage, including samples requiring refrigeration. If the customer pays for storage, Eurofins will take commercially reasonable steps to store the samples, according to professional practice.

5.2 Eurofins can dispose of or destroy samples immediately after the analysis has been performed, unless Eurofins and the customer have agreed in writing on the terms of Eurofins' retention of the sample. Eurofins also can dispose of or destroy the samples after the agreed

upon retention period, without further notice. If the customer requests the return of unneeded sample material, Eurofins will return them to the customer, at the customer's cost and risk.

## 6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by mail, email, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

## 7. Transfer of Property

7.1 The property right of any analysis results, products, equipment, software or similar supplied by Eurofins to the customer will remain with Eurofins until all invoices in respect thereof have been paid by the customer in full. In addition, even if Eurofins has accepted and begun to fulfil an order, Eurofins has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to Eurofins, whether for that or any other order.

7.2 Even after payment in full by the customer, Eurofins shall retain the right to store and in some cases use (e.g. for statistical purposes and internal references) all analysis results in an anonymous form under the conditions that it does not identify the customer and that the rights of the customer is at all times respected. The analysis results will not be published or transferred to any third party without prior acceptance by the customer; unless it is required by law.

## 8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins and Eurofins can't be held liable for damages, which at the time of delivery of the service or finishing of the product by means of available knowledge or techniques could not be foreseen.

8.2 Each analytical report relates exclusively to the sample analysed by Eurofins. If Eurofins has not expressly been mandated and paid for the definition of the sampling plan (including which samples 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.

8.3 The customer is responsible for the proper delivery of samples sent to Eurofins for examination/analyses or materials sent for production. The customer will at all times be liable for the security, packaging and insurance of the

sample from its dispatch until it is delivered to the offices or the laboratories of Eurofins. Eurofins will use commercially reasonable care in handling and storing samples. In case Eurofins is paid for the logistic service from the customer to the offices or laboratories, Eurofins' liability is limited to the in section 9.9 mention liabilities.

8.4 The customer must if the samples are dangerous or otherwise harmful in writing notify Eurofins prior to dispatch of the samples and ensure appropriate labelling on packaging, samples and/or containers. The customer undertakes to indemnify Eurofins for any losses, injuries, claims and costs which Eurofins, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample.

8.5 Unless explicitly agreed in writing by all parties, 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 order by the customer.

## 9. Limitation of Liability

9.1 In accordance with the Danish law Eurofins shall be liable for errors or negligence on the part of Eurofins in connection with production or performance of a task, however, with the limitations specified in clauses 9.2-9.11.

9.2 Eurofins shall only be liable for the clients' direct and immediate loss with the limitations specified under clauses 9.5 and shall thus not be liable for any loss of production, loss of profit, or other consequential damages.

9.3 Eurofins shall not be liable for delays in connection with performance of assignments for a client.

9.4 If Eurofins' work is not concluded with a report or delivery of a service, or if the service consists of a statement, about which it is written that the statement is based on an evaluation or assessment, Eurofins shall not be liable for any loss or damage, regardless of it being substantiated that the loss or damage is due to errors or negligence on the part of Eurofins. Eurofins shall not be liable for any form of damages and losses by the client or third party if actions have been based upon a preliminary result given by Eurofins.

9.5 Eurofins' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to Eurofins' service which fall under these Terms and Conditions shall in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise) be limited to the lesser of:

- (i) the direct and immediate loss or damage caused by the Eurofins in connection with the performance of the order and
- (ii) 5.000.000 DKK

For services where the sample has been taken by the client and sent to Eurofins without further information regarding the context

in which the results shall be applied, damages shall not exceed the invoiced amount by more than 20 times.

9.6 Eurofins is only liable if Eurofins has received written notice as soon as possible and no later than 30 days after the date of the customer's knowledge of a possible compensation claim towards Eurofins. Eurofins shall not be held liable for damages or losses that have not been claimed in writing within 3 years after the handing over of a service or a product, on which the liability is based. Regardless of the 3 year time limit Eurofins shall not be held liable for damages, which at the time of delivery of the service or finishing of the product by means of available knowledge or techniques could not be foreseen.

9.7 Eurofins shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, and business opportunities or similar) incurred by any third party.

9.8 Eurofins shall not be held liable for damages due to application of Eurofins' consultant services, testing or control reports, if the application is beyond the scope of the assignment given to Eurofins or if not comprised by the purpose defined.

9.9 In connection with the returning of received samples or material the liability of Eurofins shall not exceed the value of the received samples or material, and limited to 10.000 DKK.

9.10 If a third party during lawsuit claims compensation from Eurofins, the client shall be under the obligation to take over the conducting of the case, if Eurofins puts forward the demand.

9.11 Eurofins shall not be held liable if the expected results are not obtained, if the assignment given to Eurofins by the client comprises development work.

## 10. Repeated Analysis

10.1 Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if Eurofins has a sufficient amount of the original sample on hand when it receives the customer's objection and if the sample is suitable for reanalysis. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## 11. Force Majeure

11.1 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. The following is considered as Force Majeure (not exhaustive);

warfare, natural disasters, pandemics and international health crises.

## 12. Confidentiality & Data Protection

12.1 Eurofins processes the personal data of its customers in confidentiality. At the Eurofins website the customer can find information on how Eurofins processes personal data at Eurofins' Privacy Notice <https://www.eurofins.dk/om-os/generel-datapolitik/>

12.2 The customer shall process all personal data provided by Eurofins, its affiliates, its employees, its subcontractors and its representatives or any person entering into contact with the customer for or on behalf of Eurofins ("Eurofins personal data") in accordance with applicable data protection laws, including with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

12.3 The customer shall ensure that Eurofins' personal data are only processed for the purposes of the performance of these General Terms and Conditions of Sales.

12.4 The customer shall ensure that any personal data provided to Eurofins or its affiliates, including personal data of the customer's employees, subcontractors, representatives as well as any person entering into contact with Eurofins for the customer or on the customer's behalf (the "data subjects") is provided in accordance with the provisions of GDPR.

12.5 The customer shall provide data subjects with the terms and conditions of Eurofins' privacy notice available on Eurofins' website: <https://www.eurofins.dk/om-os/generel-datapolitik/>

12.6 The customer shall provide Eurofins with co-operation and assistance with compliance with data protection laws upon Eurofins request, including providing Eurofins with evidence of compliance with clause 12 of these General Terms and Conditions of Sales within 10 business days of Eurofins request.

12.7 If Eurofins is expected to process personal data as a contractor, the customer shall be required to notify Eurofins of this fact in advance in writing. In this event, the customer and Eurofins undertake to agree on contract processing in accordance with the provisions of data protection law.

12.8 In no circumstances shall the customer and Eurofins be considered as joint-controllers under the GDPR.

12.9 Eurofins shall be entitled to save and process commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.10 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Eurofins' rights set forth in clause 7.2 and

the right to use them in order to demonstrate its entitlement to payment for services rendered.

## 13. Disclaimer and Miscellaneous

13.1 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 results, equipment, products or software supplied by Eurofins are excluded to the maximum extent permitted by applicable law. The warranties, obligations and liabilities of Eurofins contained in these terms and conditions are exclusive.

13.2 These Terms and Conditions may be modified in writing from time to time by Eurofins and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time Eurofins accepts the order.

13.3 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.

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

## 14. Economic Sanctions

14.1 The customer warrants in relation to any economic and trade sanctions imposed by the United Nations, the European Union, the United States of America or any other country that:

- a) it is not the target of any Economic Sanctions;
- b) to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;
- c) it shall comply with all Economic Sanctions Law. Without limiting the generality of the foregoing, customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;
- d) it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

14.2 The customer shall indemnify Eurofins against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against Eurofins as a result of any breach of clause 14.1 by customer.

14.3 Without affecting any other right or remedy available to it, Eurofins may terminate the customer relation with immediate effect by giving written notice to the customer if the customer commits a breach of clause 14.1, and the customer shall not be entitled to claim compensation or any further remuneration.

## **15. Governing Law/ Jurisdiction**

15.1 Disputes shall be settled in accordance with Danish Law at the Danish courts, excluding Danish conflict of law rules (no renvoi). The United Nation Convention on Contracts for International Sale of Goods (CISG) does not apply.

15.2 If customer is registered outside of the European Union or the EFTA-countries, disputes shall be settled by arbitration using the Arbitration Institute of Copenhagen (Voldgiftsinstituttet i København) with the rules applicable to the institute at the time the dispute is being filed.