

GENERAL TERMS AND CONDITIONS

(Version number: 20251010; effective from October 10, 2025)

I. GENERAL RULES:

These General Terms and Conditions (hereinafter: GTC) apply to Eurofins Food and Feed Testing Gyula Limited Liability Company (registered office: 5700 Gyula, Henyei Miklós u. 5., company registration number: 04-09-007182, tax number: 13792198-2-04, statistical number: 13792198-7120-113-04) – hereinafter referred to as Eurofins Food and Feed Testing Gyula Kft. or the Company – to all contractual offers made by the Company, contractual offers accepted by the Company, agreements concluded by the Company, and all services performed by the Company.

For the purposes of these GTC, a Customer is any natural or legal person, or any business entity without legal personality who wishes to use the Company's services as a customer or who actually uses the Company's services.

The provisions of the GTC shall constitute contractual terms and conditions in all offers made by the Company and in all contracts concluded, which the Customer accepts when placing a written order for the services provided by the Company or when signing an individual contract with the Company. In the event of any discrepancy between the GTC and the specific provisions of the individual contract concluded between the Customer and the Company, the provisions of the latter, i.e. the provisions of the individual Customer contract, shall prevail in the legal relationship between the contracting parties.

II. GENERAL DEFINITIONS:

II.1. Service: The Company provides microbiological and/or analytical laboratory services to the Customer. In order to provide the Service, the Customer, as the Ordering Party, orders the provision of the service from the Company, which undertakes to perform laboratory testing of the Customer's samples to the best of its knowledge and ability, and further undertakes to notify the Customer of the results of the service in a test report.

II.2. Sampling service: The Company provides sampling services on the basis of a separate order, in accordance with the terms and conditions set out in these GTC or an individual contract.

II.3. Customer: Any natural or legal person, or business association without legal personality, who wishes to use the Company's services as a customer, or who actually uses the Company's services.

II.4. Accreditation: The Company has accredited status certified by the National Accreditation Authority (NAH). The Company's accreditation number is NAH-1-1582/2021. The detailed description of the accredited status (accredited matrices, methods, and parameters) is included in the detailed document. At the Customer's specific request, the Company shall provide a copy of the document certifying its accreditation and the detailed document. The accreditation documents can also be downloaded from www.eurofins.hu/hu/food-and-feed-testing/ and verified on the website of the National Accreditation Authority (www.nah.gov.hu). The Company will provide information on the Laboratory's further accreditation and licenses at the Customer's request.

II.5. Tour service: The Company organizes round trips for the collection of samples, and the Laboratory will provide information on the exact route of these tours upon request. The Laboratory charges a sample delivery fee for samples collected as part of the tour service.

II.6. Complaint: A complaint lodged on the grounds of a violation of rights or interests.

III. ORDERING SERVICES (SAMPLE COLLECTION, TESTING), CONCLUSION OF CONTRACT.

III.1. The contract between the Client and the Company for the provision of services shall be concluded on the date of signing of the relevant individual contract by both parties. In the absence of a contract signed by the Customer and the Company, the Contract shall be concluded upon acceptance by the Company of the order submitted or sent in writing by the Customer – hereinafter referred to as the Sample Collection Order or Test Order – in accordance with the provisions of the order form and these GTC.

III.2. A written order for the service is required for the Company to perform the services it provides. In addition to ordering the service, the Customer must also submit a sample for the Testing
in addition to ordering the service, the Customer must also submit a sample.

III.3 The sample required for the provision of the service may be delivered (submitted) as follows:

Samples taken or collected and delivered by the Company. (III.3.1. and III.3.2.)

Samples collected by the Company with the involvement of an external courier

service (III.3.3.) Samples delivered in person by the Customer. (III.3.4.)

Samples sent to the Company by the customer by post or courier service (III.3.5.)

III.3.1 Sampling service:

The provision of samples required for the use of the services provided by the Company may take place by the Company on the basis of a specific order, or by the customer taking the samples themselves.

In the event of sampling by the Customer, the Company shall under no circumstances be liable for any errors arising from the sampling. In the case of samples provided by the Customer, it is the sole responsibility of the Customer to ensure that the sampling carried out by them is actually in line with their own requirements and the purpose of the test.

In the event of sampling by the Customer, it is always recommended and may be justified for the Customer to seek the Company's prior opinion on the required sample quantity. If the provision of the service fails due to insufficient sample quantity, the Company shall not be held liable.

The Company shall provide the following sampling equipment for both sampling by the Customer and sampling by the Company, subject to prior order by the Customer: cup, TIMI set, sampling stick, buffered peptone solution in a test tube, sterile sampling bottle, sterile bag. In the case of sampling by the Customer, the Customer (Sampler) is responsible for the proper storage and intended use of the sampling equipment after it has been handed over. The fees for the sampling equipment are included in the valid price list and in the contract concluded with the Customer.

In all cases, a written sampling report shall be prepared by the Company, recording the data related to the sampling. If the Customer wishes to make any comments regarding the sampling, they may do so in the sampling report at the latest. If and when the Customer does not make any comments on the sampling report, the sampling and thus the fulfillment of the order related to the sampling shall be considered accepted.

The Company may perform the sampling described in Section III.3.1 in an accredited or non-accredited status; the status of the sampling must be recorded in writing by the Customer when ordering the sampling. The list of sampling methods performed in accredited status is set out in the detailed accreditation document issued by NAH, and compliance with these methods is mandatory for the Company.

When providing the sampling service, the Customer is obliged to ensure all conditions necessary for sampling and compliance with the sampling methods performed in accredited status. During sampling, the Customer is obliged to ensure, in particular, access to the sampling point and, if required by operating conditions, to provide appropriate protective clothing and ensure appropriate occupational safety conditions.

When providing the sampling service, the Customer is obliged to ensure that there are no obstacles to sampling and that the sampler sent by the Company can start sampling immediately upon arrival at the site. By ordering the service, the Customer acknowledges and accepts that if sampling does not commence within 20 minutes of arrival at the site due to the Customer's fault, the Company may charge a separate fee for waiting.

The Company undertakes to perform sampling ordered by the Customer in a manner that can be verified in writing within five working days of the order at the latest. The fees for the sampling service are specified in the Company's price quotation or, in the case of individual contracted partners, in the contract. The sampling service consists of two parts: the delivery fee and the sampling fee. By ordering the service, the Customer acknowledges and accepts that if the sampling fails for reasons attributable to the Customer, the Customer shall be obliged to reimburse the Company for the delivery fee in all cases against an invoice.

When providing the sampling service, and in the case of samples collected during delivery by the Company, the Company is obliged to deliver the sample to the Laboratory.

III.3.2. Sample delivery (regular service, individual orders):

The Company organizes round trips and tour trips (Tour Trips) for the collection of samples. The Laboratory will provide its Customers with information on the exact dates and routes of the Tour Trips upon request. The Company charges a separate sample delivery fee for samples collected during Tour Trips.

During the "tour service" provided by the Company to its Customers, the average number of partners affected by a given day's tour is 15-20, therefore proper organization requires coordinated cooperation between the Customer and the Company.

The Customer agrees that orders for sample delivery by Tour Service may be submitted to the Company no later than 12 noon on the working day preceding the tour service date at the email address mintaszallitas.gyula@ftcee.eurofins.com (For contracted partners and partners who send samples at regular intervals, weekly delivery orders are not necessary.)

The Customer must ensure that the sample can be collected immediately during sample delivery. The sample collector is obliged to wait for a maximum of 10 minutes from the time of arrival at the sample collection site, after which the sample collector may refuse to collect the sample.

By ordering the service, the Customer acknowledges and accepts that if they order a sample delivery from the Company but the sample is not handed over upon the sample delivery person's arrival at the location, the Company shall be entitled to charge a delivery fee of HUF 20,000 + VAT.

At the time of delivery and receipt of the samples, the Customer is also obliged to hand over to the Company's representative (employee) the order form accepted by the Company for the samples delivered. In the absence of an order form, the sample carrier may refuse to accept the samples. The specific provisions of the GTC shall apply to the minimum content requirements of the order form.

After receiving the samples, the Company shall ensure appropriate transport conditions (sealed packaging, appropriate transport temperature) under which the properties of the sample, with particular regard to those properties relevant to the test, cannot change.

The Company shall provide its Customers with the option of ordering occasional sample deliveries outside of the regular delivery schedule, in which case a delivery fee shall be charged to the Customer. The amount of the sample delivery fee shall be specified in an individual contract concluded between the Company and the Customer.

III.3.3. The samples required for the provision of the service may be delivered with the involvement of an external courier service used by the Company, within the framework of sampling by the Customer. If, during the collection of samples, this cannot be achieved within the framework of regular rounds due to geographical distance or time constraints, the Company shall collect the samples with the involvement of an external courier service.

For samples that do not require refrigeration, sample delivery by courier service can be ordered from the Company no later than 12 noon on the working day prior to the planned delivery of the sample at mentaszallitas.gyula@ftcee.eurofins.com by 12 noon on the working day preceding the planned delivery of the sample.

For orders placed after 2 p.m. as specified in this paragraph, the Company cannot guarantee that the samples will be picked up the next day.

For samples requiring refrigeration, the Company will provide the Customer with a cooler bag equipped with additional thermal insulation, along with ice packs to keep the contents cool. Sample shipments using the cooler bag must be requested by 12 noon on the working day prior to shipment at .

At the express request of the Customer, the Company also offers the option of receiving urgent samples by means of a so-called package exchange. The exact details of this service will be provided by the Company's staff in each case.

III.3.4 Samples delivered in person by the Customer and the simultaneous test order shall be accepted at the Company's laboratory service center. The Company's Laboratory accepts samples brought in by the Customer on every working day. Sample acceptance hours: Mon-Fri: 8 a.m. to 4 p.m.

III.3.5 Customers may send their samples to the Company's Laboratory by post or by any other courier service of their choice, in which case the shipping costs shall be borne by the Customer in all cases.

III.4. Ordering testing services at the same time as submitting the sample, the order form submitted by the Customer and completed in full by submitting a printed form or a finalized electronic order.

III.4.1. The Company provides the Customer with a test order form for the use of the services provided by the Laboratory. The form required to order the testing service can be downloaded from www.eurofins.hu/hu/food-and-feed-testing/ , and the Company will send it to its Customers by e-mail upon request.

In order to order the laboratory services provided by the Company, the order form prepared by the Customer must meet the following minimum content requirements:

- Name, address, and tax number of the customer (company/individual)
- Name and telephone number of the person sending the sample
- Exact name of sample(s)
- Requested tests
- Express statement of acceptance of the Company's General Terms and Conditions

III.4.2. Customers can also send their test orders to the Laboratory online via the EOL (Eurofins OnLine) website, which requires registration, and track the status of their registered samples.

The mandatory fields are "Customer sample ID" and "Sample name". If the Customer wishes to include additional information on the test report (e.g., LOT number, shelf life, comments on sample processing), they can do so on an individual basis by contacting EOL customer service at EOL.gyula@ftcee.eurofins.com .

The Customer can select the desired test from the latest valid price list.

The Customer is required to send their order by email tomegrendeles.gyula@ftcee.eurofins.com or print it out and attach it to the submitted test sample.

In the "Overview" section, the Customer still has the opportunity to check the sample data and test parameters they have submitted. If they wish to make changes or cancel the entire order, this is their last chance to do so. The order is finalized in the "Confirm Order" field.

The Customer can track their valid orders in the "Orders" -> "Sent orders" section.

If the Customer has already placed an order and wishes to modify/cancel it, they must contact the Company's customer service at ugyfelszolgalat.gyula@ftcee.eurofins.com . Subsequent modifications to the issued protocol are subject to a fee.

III.4.3. The Company shall prepare the report issued after performing the inspection service based on the data provided by the Customer in the order form or on the EOL interface, and in this regard, it shall exclude any liability for compensation or damages resulting from inaccurate data.

The Company shall inform the Customer about the content of the service and the methods to be used prior to the order. If the Customer does not request information or does not request the recommended service/inspection despite being informed, the Company shall not be liable for any damages resulting from the incorrect choice.

IV. PROCESSING OF CONTACT DETAILS

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

IV.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 the defined email address. By default, the primary contact person is the legal representative of the company, but they may authorize another person to perform 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 Gyula 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 the recipients' details (including changes to email addresses, changes to the recipients themselves, etc.) must be reported immediately, but no later than within 3 working days, to the email address CRM.gyula@ftcee.eurofins.com.

IV.2. Recipient of the quote:

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. It is mandatory to designate a person must be designated. Unless otherwise specified, the recipient of the quotation is the primary contact person.

IV.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.

IV.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.

IV.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.

IV.6. Additional recipients of the invoice:

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

IV.7. To determine eligibility, the Customer must complete the following form(s):

IV.7.1. Fill out the "Declaration/Authorization regarding primary contact details" form. This document must be filled out. The legal representative may declare that they wish to perform the duties and obligations of the primary contact themselves, or they may appoint a person of their choice to do so. The company details and the legal representative's details must be filled in in all cases, while the authorized representative's details must only be filled in if they have been appointed. Only one authorized representative is possible per customer!

IV.7.2. Filling out 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), the legal representative or authorized representative must also complete 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 duties and is also the recipient of all documents (point 'A' of the Declaration), or if an authorized representative performs the primary

contact duties and is the addressee of all documents (point C of the Declaration), then the "Addressees of Documents" form does not need to be completed.

The form(s) should be sent to our company at the following address: CRM.gyula@ftcee.euofins.com

IV.8. If the Client wishes to initiate any changes at a later date, they must

- (1) primary contact person,
- (2) via the email address specified in the declaration,
- (3) to CRM.gyula@ftcee.euofins.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 Gyula Kft. and the Customer provides otherwise.

Further information regarding this notice and contact details can be requested at the following contact details: By telephone: Mónika Szabó, CRM data management assistant, +36203751681
By email: CRM.gyula@ftcee.euofins.com

V. THE COMPANY'S DATA REPORTING OBLIGATIONS

Pursuant to Section 11 of Decree 8/2021. (III. 10.) AM, non-state laboratories are required to provide data 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 results of the test to NÉBIH immediately, but no later than the day following the completion of the test.

The Customer is obliged to declare on the test order form, pursuant to Section 11(6) of Decree 8/2021. (III. 10.) AM, whether the sample to be tested was sampled in a condition ready for consumption or distribution.

VI. PERFORMANCE OF THE SERVICE (SAMPLE COLLECTION AND TRANSPORT SERVICE), CONFIRMATION OF PERFORMANCE

The Customer accepts and acknowledges that the Company has performed the sample collection and sample delivery service defined in Section III upon the arrival and registration of the samples at the Company, and therefore, if it is not possible to provide any further service to the Customer for any reason attributable to the Customer, in particular: submission of a sample unsuitable for testing, incorrect or unidentifiable order content, unidentifiable Customer, suspension in accordance with the provisions of the GTC – the Company shall be entitled to the fees stipulated for delivery upon receipt of the sample as performance. In connection with the service described in this section, the Customer accepts that the performance of the service is confirmed by the arrival of the sample at the Company.

VII. PERFORMANCE OF THE TESTING SERVICE, CONFIRMATION OF PERFORMANCE

VII.1. Test

VII.1.1. The deadline undertaken by the Company for the performance of the services set out in this Chapter V (unless otherwise agreed or unless the Company written confirmation with different content sent by the Company) is typically no more than 14 working days.

VII.1.2. After completing the ordered tests, the Company shall issue a test report to the Customer as the ordering party. At the Client's request, the Company shall also provide reports in foreign languages, the translation fee being included in the current price list or, in the case of contracted partners, specifically provided for in the contract.

VII.1.3. The Company can comment on the laboratory test results in accordance with the relevant regulation if requested to do so. The fee for the comment is specified in the current price list, or in the case of contracted partners, it is specified separately in the business contract.

VII.2. Certificate of performance, communication of results

VII.2.1. The date of performance of the Inspection Service, the date of issue of the document containing the service (inspection report), which may be the same as the date on which the Company communicates the document to the Customer. The Company shall communicate the contents of the Inspection Report in accordance with Section VII.1.2, but it is possible to communicate the results to the Customer prior to this. If the Customer also chooses electronic communication in accordance with Section VII.2.2, they may do so in accordance with the relevant rules.

VII.2.2. In order to ensure the speed of communication of the results, the Company shall send the investigation report to the Customer by e-mail, digitally signed. Any other form of communication of the results (paper-based) must be clearly and explicitly indicated by the Customer ordering the service on the order form.

VII.2.3. For data protection reasons, the Company will only send the test report electronically to the email addresses provided in the statements in Section IV, which are only valid in combination. If this form is not completed and returned in accordance with the rules, the Company may refuse to communicate the results electronically.

VII.2.4. The Company also provides electronic results notification on the EOL (Eurofins OnLine) web interface to those Customers who have registered on the interface and placed their orders on this interface.

VII.2.5. The Company guarantees the confidential treatment of the Client's data and measurement results. The test results (unless the Client expressly requests otherwise) will only be disclosed to the customer. The only exception to this is the obligation of non-state laboratories to provide data to the National Food Chain Safety Office (NÉBIH) pursuant to Section 11 of Decree 8/2021. (III. 10.) AM.

VIII. COMPLAINT HANDLING

VIII.1. The Customer may lodge a complaint regarding the service provided by the Company and the test results issued within 5 days of becoming aware of the contents of the report certifying the results of the service provided by the Company. The Customer may submit their complaint to the Company in writing in an identifiable and justified request, in which they must state the reasons why they consider the result received to be harmful. The complaint must identify the specific service provided by the Company and the person submitting the complaint. The complaint must clearly state that the Customer accepts the possible consequences of the submitted request as set out in the GTC, including the costs of repeated laboratory tests.

VIII.2. The Company shall record the complaint submitted in accordance with Section VI.1 and investigate the possible causes of the problem. (administrative error, calculation error, measurement problem, sampling problem, etc.) During the investigation of the complaint submitted by the Customer, it is possible to repeat the measurements previously performed. The Customer agrees that if the repeat measurements performed by the Company as a result of the complaint submitted by the Customer confirm that the Company performed its laboratory services properly the first time and measured correctly, or if the problem is clearly the fault of the Customer (e.g., improper sampling, storage, etc.), the Company may invoice the Customer for the repeat measurements.

VIII.3. If, during the investigation of the result objected to by the Customer, the Company finds an error in its own procedure, the error found After correction, the Company shall issue a new protocol at its own expense and send it to the Customer.

IX. FEES AND PAYMENT

IX.1. The Company is entitled and obliged to issue invoices for the services provided (sampling, transport, testing services).

IX.2. For Customers without an Individual Contract, the fees for the services provided by the Company shall be set out in the price quotation sent by the Company to the Customer, which shall be valid at all times. The Company shall inform the Customer of the fees for the services provided by the Company upon specific request.

IX.3. The Company may offer individual discounts to its customers with individual contracts for examination fees and other services, depending on the amount and extent of the services ordered on an annual basis. The type and extent of individual discounts shall be specified in each case in the individual contract.

By signing the annual individual contract, the Customer agrees that if they enter into an individual contract for the annual order they have undertaken, but fails to order the quantity agreed in the contract by the date specified in the contract or by the annual anniversary date following the signing of the contract, the Company may invoice the Customer for the discount unlawfully claimed after the expiry of the contract.

IX.4. For Customers who do not have an Individual Contract, the Company is entitled to issue an invoice at the same time as the test report is completed.

For customers with individual contracts, invoices are issued in accordance with the agreement set out in the individual contract, taking into account the relevant legal requirements.
, invoices shall be issued.

The Customer shall settle the invoice issued by the Company after performance within 15 calendar days, unless the Individual Agreement concluded between the Company and the
unless otherwise provided for in the Individual Agreement concluded between the Company and the Customer.

IX.5. In the event of late payment of the invoice, the Customer shall pay the Company twice the statutory default interest specified in Section 301/A of the Civil Code.

IX.6. The Customer agrees that the Company is entitled to immediately suspend its activities provided to the Customer without liability in the case of both individual contracts and agreements concluded under the GTC if the Customer is 30 days late in meeting its payment obligations to the Company or fails to settle their overdue invoice within 8 days of receiving a payment reminder.

The Client agrees that the Company is entitled to immediately suspend its activities provided to the Client without liability in the case of both individual contracts and agreements concluded in accordance with the GTC if the Client becomes subject to bankruptcy or liquidation proceedings or becomes insolvent.

The Customer further agrees that if the Customer has expired and unpaid invoices with the Company, the Company shall be entitled to refuse to disclose the results of the services it has provided until the debt has been settled. In the event of suspension of its

activities, the Company shall be entitled to refuse to accept further samples from the Customer.

X. DESCRIPTION OF THE RIGHTS AND REMEDIES OF DATA SUBJECTS IN RELATION TO DATA PROCESSING

It is important to be aware of your rights and legal remedies in relation to data processing (**hereinafter referred to as "data subject"**) because the Company (data controller) processes personal data. **Personal data** is any information that can be used to identify the data subject. Thus, personal data includes not only the name and identification number of the data subject, but also information characteristic of their physical, mental, etc. identity¹.

In order to exercise their rights in relation to data processing, the data subject may contact the Data Controller, who **shall inform** the data subject of the measures taken in response to the request without undue delay, but **no later than one month after receipt of the request**. If necessary, taking into account the complexity of the request and the number of requests, this deadline may be extended by a further month. The data controller shall inform the data subject of the extension of the deadline within one month of receipt of the request, indicating the reasons for the delay. If the data subject submitted the request electronically, the information shall be provided electronically, unless the data subject requests otherwise.

Rights of the customer (data subject):

https://cdnmedia.eurofins.com/european-east/media/2862063/1_weboldal_adatvédelmi_tájékoztató.pdf:

- **the right to transparent information** – with this information notice, the data controller provides information about the circumstances of data processing, i.e. who processes your personal data, for what purpose, on what basis and for how long, as well as what rights you have in relation to data processing and who you can contact with questions or complaints regarding data processing;
- **Right of access to your personal data** – You may ask the data controller at any time whether your personal data is being processed, request full information about the data processing, and request a copy of your personal data.
- **right to rectification of your personal data** – you may request that the data controller correct your inaccurate personal data, or if incomplete, to supplement them;
- **Right to erasure of your personal data** – You may request that the data controller erase your personal data;
- **the right to restrict data processing** – you may request that the data controller only store your personal data and not process it in any other way (e.g. for the purpose of submitting, enforcing or defending legal claims);
- **information about the recipients informed of the rectification, erasure or restriction of processing** – upon your request we will inform you of the recipients referred to;
- **right to data portability** – you may request that the personal data you have provided to the data controller be provided to you in a structured, commonly used, machine-readable format or, if technically feasible, that the data controller transfer it to another data controller. This right only applies to data processed on the basis of consent or a contract, provided that the data processing is carried out by automated means;
- **Right to object** – You may object to the processing of your personal data at any time, provided that the legal basis for the processing is a legitimate interest or the processing is in the public interest, or is necessary for the performance of a task carried out in the exercise of official authority vested in the controller.
- **Right to object to automated decision-making** – you may request that the decision not apply to you. Please let us know if you notice this. If this notice does not contain information about automated decision-making, then the right to object to it is not relevant.
- **Right to legal remedy** – in the event of a violation of your rights, you may contact the internal data protection officer of Eurofins Food and Feed Testing Gyula Kft. or to the court or the National Authority for Data Protection and Freedom of Information.

If the Customer (data subject) wishes to seek legal remedy or has any questions, they may contact the following:

To the Data Controller:

Company name:	Eurofins Food and Feed Testing Gyula Kft.
Headquarters:	5700 Gyula, Henyei Miklós u. 5.
Business premises:	5700 Gyula, Henyei Miklós u. 52. 5700 Gyula, Béke sugárút 58.
Branch office:	1045 Budapest, Anonymus Street 6.
Website:	https://www.eurofins.hu/hu/food-and-feed-testing/
Phone	+36 66 321-016
Email	ugyfelszolgalat.gyula@ftcee.eurofins.com
Internal data protection officer:	Andrea Ocskai; dpo.gyula@ftcee.eurofins.com

Further legal remedies:

National Authority for Data Protection and Freedom of Information (NAIH): 1363 Budapest, Pf. 9., www.naih.hu

¹ **Personal data:** Article 4(1) of the GDPR: any information relating to an identified or identifiable natural person ('data subject'); a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Court: In Hungary, the lawsuit may be initiated before the court of the place of residence or domicile of the person concerned, at their discretion.

XI. LIMITATION OF THE COMPANY'S LIABILITY

XI.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 or incorrect selection, purchase, storage, transport, preservation, and the late provision of samples,
- c. for errors or inaccuracies in the data and information provided by the Customer,
- d. the Company's legal obligations, including, but not limited to, the lawful fulfillment of any reporting obligations required by law, for any damages incurred by the Customer,
- 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 or disclosure of the Document and, where applicable, the QR code to third parties, and
- j. damages resulting from changing, covering, or rendering illegible the QR code, or transferring it to another Document.

XI.2. The Company's liability for damages, compensation for injury, and indemnification shall be limited to the amount of the Service Fee.

XI.3. The Customer shall notify the Company of any claim against the Company immediately after the claim arises, but no later than within 3 (three) months after the claim arises.

XII. RIGHTS AND OBLIGATIONS OF THE COMPANY

XII.1. The Company shall perform the tests under the contract in accordance with the applicable laws and regulations and shall have the technological and human resources necessary to perform the activities.

XII.3. The Company declares, and the Customer accepts, that the date of arrival of the sample at the laboratory shall be considered day 0 for the purposes of calculating deadlines provided that the order necessary for the performance of the contract is available at the time of receipt of the sample.

The Company declares, and the Customer accepts, that if the sample or the corresponding order arrives at the Company after 4 p.m., the following day shall be considered day 0. If further tests are ordered from a sample previously submitted by the Customer, the same deadline shall apply as if it were a new sample; the Company shall proceed in accordance with the deadline calculation set out in this section when performing the subsequently ordered tests. In the case of tests subsequently ordered by the Customer, the Customer must indicate the additional order in writing.

XII.4. If the Company is unable to meet the deadline due to unforeseen circumstances, it shall notify the Customer of this by telephone or in writing (e-mail, etc.).

If the Company cites equipment failure as the reason for the delay, the Customer shall accept this without condition, provided that the Company notifies the Customer of the delay two working days before the deadline. In such cases, the Contractor's delay, as a delay caused by reasons beyond its control, shall not constitute a breach of contract, but the Company shall be obliged to do everything in its power to eliminate the error that has arisen.

XII.5. The Company shall be obliged to act in accordance with the Client's instructions in the performance of its tasks, taking into account the applicable laws and regulations. If

the Client provides a sample that is unsuitable for testing or gives inappropriate or unprofessional instructions, the Company shall be obliged to warn the Client thereof.

The Company declares, and the Customer accepts, that if, despite the warning, the Customer instructs the Company to carry out the test, the Company shall be excluded from any liability for damages arising therefrom. The Company declares, and the Customer accepts, that if the Customer does not give a definite statement regarding the warning sent by the Company, it shall be considered that the Customer has understood the warning, withdrawn their request, and does not wish the test to be performed.

XII.6. The Customer accepts the Company's information that the following are among the critical points of laboratory sample collection and testing:

-Sampling is a crucial step in the entire testing process. Inadequate sampling makes the laboratory measurement process unreliable. The Company shall not be liable for any errors resulting from inadequate sampling. The Customer is obliged to take all reasonable steps to ensure that sampling is carried out to an adequate standard.

The Company's responsibility in the performance of the service extends to the measurement results issued by it and recorded in the report. represents the sample sent to the laboratory. This fact shall be recorded in writing in the report in all cases.

- In the case of services provided by the Company, individual laboratory measurement processes are subject to measurement uncertainty due to the nature of the methods used. At the Customer's request, the Company shall provide information on the measurement uncertainty associated with each measurement.

- The physical, chemical, and microbiological properties of samples arriving at the laboratory operated by the Company undergo continuous change after resolution, which entails the risk that any repeat or additional tests requested subsequently will not yield test results corresponding to the original sample.

XIII. RIGHTS AND OBLIGATIONS OF THE CUSTOMER:

XIII.1. The Customer accepts that if the service provided by the Company is based on samples provided by the Customer, the Company shall not be liable for any damage resulting from the fact that the samples provided were not properly taken, stored, transported, or preserved, or if the examination cannot be performed properly due to the time elapsed between the sampling and the delivery of the samples.

XIII.2. The Customer is obliged to place orders for individual test samples in a clear and unambiguous manner with the Company. The parties agree and stipulate, with regard to the provisions of these GTC, that orders for individual samples shall only be considered valid by the Contractor in writing, as previously stipulated, and that the Company shall not be obliged to provide services in connection with verbal orders or order supplements.

XIII.3. The Customer acknowledges that once certain tests have been started, the order cannot be canceled and must be paid for in full.

XIII.4. The Customer is obliged to provide all information necessary for the Company to perform the testing activities, including necessary information for the Company to perform the appropriate examination.

The Company bases the service it provides on the information provided by the Customer regarding the sample, therefore the Company shall not be liable responsible for any damages resulting from the Customer's failure to comply with its obligation to provide information.

XIV. MISCELLANEOUS PROVISIONS

XIV.1. Force majeure: Neither the Company nor the Customer shall be liable under any circumstances for, and shall be exempt from, any obligations arising from unforeseeable events ("Force Majeure") beyond their control.

The Parties shall consider Force Majeure to be, in particular, any obstacle beyond the control of either Party that could not reasonably have been foreseen at the time of conclusion of this contract. Such obstacles include (but are not limited to) war, insurrection, riots, intervention by local or central government organizations, work stoppages, boycotts, factory shutdowns, machine breakdowns, insufficient quantities of raw materials, labor, or energy, and environmental disasters, including environmental pollution or contamination.

XIV.2. These GTC and the Agreement are governed by Hungarian law. The GTC were drafted in Hungarian, and in the event of translation, the Hungarian text shall prevail.

XIV.3. The Company excludes the application of general terms and conditions used by the Customer, thus excluding in particular the application of rules relating to claims for damages, compensation, penalties and indemnification against the Company.

XIV.4. The GTC in force at the time of notification of the Order to the Company shall govern the Agreement.

Date: Gyula, October 10, 2025.