

General Terms and Conditions

1. Scope of the GTC

These General Terms and Conditions, including their annex (hereinafter jointly: **GTC**), shall – unless expressly agreed otherwise in writing – form an integral part of the individual service and/or agency contracts (hereinafter: **Contract** or **Contracts**) concluded between **Eurofins Environment Testing Hungary Kft.** (registered office: 1045 Budapest, Anonymus utca 6., company registration number: 01-09-167826, tax number: 10772452-2-41; hereinafter: **Company**), acting as contractor and/or agent, and the ordering party and/or principal (hereinafter: **Client**). The Company and the Client are hereinafter jointly referred to as the **Parties**, and individually as a **Party**.

2. Formation of the Contract

2.1 If the Client contacts the Company, the Company prepares an individual offer (hereinafter: **Offer**) for the requested service which includes a performance deadline defined in days and the service fee. The Client may accept the Offer by completing the order form available at <https://www.eurofins.hu/hu/environment-testing/dokumentumok/> and sending it to the Company (hereinafter: **Order**). Upon receipt of the Order as a declaration of acceptance – with the exception set out in Section 2.4 – the Contract shall be deemed concluded with the content set out in the Offer, the Order and these GTC at the time the Order is communicated to the Company, without any further legal act.

Unless otherwise specified in the Offer, the Company's offer shall remain binding for 3 (three) months from the date of issue.

2.2 By signing the order form (placing the Order) the Client acknowledges and expressly accepts that if the Company has a statutory reporting obligation based on the results of the tests included in the Order, the Company must fulfil this reporting obligation without the Client's consent. The Company shall, however, notify the Client in writing without delay when the statutory conditions triggering such reporting obligation occur.

2.3 After receipt of the Order – and, where applicable, the test sample – the Company examines whether:

- a. the Order corresponds to the service described in the Offer,
- b. the Order contains the mandatory information and declarations required from the Client under the applicable legislation,

c. the quantity and quality of the test sample provided together with the Order allow the service described in the Offer to be performed.

Following this review, the Company may confirm in writing the commencement of the performance using the contact details provided in the order form (hereinafter: **Confirmation**) or may raise an objection (hereinafter: **Objection**) concerning the Order or the test sample received.

2.4 In case of an Objection

- if the Order was not placed for the service specified in the Offer (point 2.3 a), the Contract shall not be concluded unless otherwise agreed by the Parties;
- if mandatory data or declarations are missing (point 2.3 b), the Company shall request the Client to provide the missing information without delay;
- if the submitted test sample is unsuitable for performing the service under the Contract (point 2.3 c), the Company shall not be obliged to commence performance until the Client provides an appropriate test sample as specified in the Objection. In such case the performance deadline shall not start.

2.5 If the Company does not send a separate Confirmation or Objection within two (2) working days after receipt of the Order and – where required – the test sample, the Company shall thereafter no longer be entitled to raise an Objection and the performance shall be deemed to have commenced.

2.6 If the Company performs the service described in Section 3.1 without a formal written Offer or Order (i) based on a verbal request or (ii) by implied conduct through receiving the sample or performing the test, the Contract shall be deemed concluded according to these GTC at the moment of acceptance of the verbal request or, in case of implied conduct, at the time of receipt of the sample or commencement of the examination.

2.7 Without the circumstances described in Sections 2.1 or 2.6 of GTC the Company shall not be obliged to perform the service described in Section 3.1 of GTC or any other activity.

2.8 The Client is entitled to modify, until the completion of the test, any declarations or data required by law that were communicated in the Order form by unilateral written statement addressed to the Company. Such modification does not require the Company's consent and does not constitute a modification of the Contract. Otherwise, modification of the Contract may only take place

through the mutual written declaration of the Parties in a document having full probative force.

3. Scope of Services, Fees and Payment Deadline

3.1 The services that may be performed under the Contract (hereinafter: **Service** or **Services**) and their fees (hereinafter: **Fee**) are contained in the price list (hereinafter: **Price List**) available at the Company's customer service. If the Fee charged according to the Price List for the Service ordered does not exceed HUF 20,000 net, the Company may charge an additional flat-rate project administration fee of HUF 5,000 net unless otherwise agreed by the Parties.

3.2 Unless otherwise provided in these GTC or in the Contract, the payment deadline for the Fee and the Project Administration Fee shall be eight (8) days from completion of the Service. However, the following Clients must pay the Fee and the Project Administration Fee before the Company begins performance unless otherwise agreed:

- i. Clients with whom the Company has not previously had a business relationship;
- ii. Clients who are in payment delay toward the Company at the time of placing the Order;
- iii. Clients who have been in payment delay toward the Company on two occasions during the year preceding the Order;
- iv. Clients whose ordered Service does not exceed HUF 50,000 net.

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

3.4 The Client shall not be considered in delay with payment if the Fee or Project Administration Fee is paid within two (2) days after receipt of the invoice or advance invoice. The Company sends invoices electronically to the e-mail address provided by the Client. Payment shall be deemed completed when the amount has been credited in full to the bank account indicated on the invoice.

4. Conditions for Performance of the Service

4.1 The Client shall:

- a. clearly specify the requested Service in the Order;
- b. pay any Fee or Project Administration Fee required before commencement of performance and provide any required security;
- c. provide the Company with all data, information and declarations required under applicable law;
- d. provide the Company with the necessary documents, information and samples in due time;
- e. ensure that all legal and regulatory conditions required for the Service are met;
- f. In the case of activities performed outside the laboratory, the Client shall
 - (i) ensure the lawful entry and presence at the place of performance of the Company's employees or performance assistants (hereinafter jointly: the **Personnel**);
 - (ii) provide all conditions and equipment necessary for the performance of the Service (excluding the Personnel's protective equipment); and
 - (iii) eliminate all circumstances that may hinder the performance of the Service and maintain such state throughout the duration of the Service.
- g. inform the Company in advance about all known actual or potential hazards that may arise during sampling or testing, particularly radioactive radiation, toxic or explosive substances or other risks affecting health, physical safety or the environment.

The combined conditions set out in points a. to g. above shall hereinafter be referred to these General Terms and Conditions as the **Performance Conditions**. If any provision of the Performance Conditions does not apply to the specific Contract or the specific Service, the remaining provisions shall constitute the applicable combined Performance Conditions.

4.2. The Client declares that the transfer of the sample to the Company does not violate any legal provisions and/or the rights of third parties, and that the Client is entitled to dispose of the sample in accordance with the Contract. By handing over the sample to be examined, the Client transfers ownership of the sample to the Company without any claim for consideration. The transfer of the sample forming the subject of the Service to the Company may take place on working days in accordance with the sample handover procedure set out in Annex 1 to these General Terms and Conditions.

5. Method and Place of Performance

5.1 The Company prepares a written summary of the results of the Service, including in particular a test report and, if requested, an expert opinion (hereinafter collectively: **Document**).

5.2 The Company issues test reports and expert opinions as electronic documents prepared according to strict internal procedures and sends them as attachments to an e-mail addressed to the e-mail address specified in the Order. Each report contains a unique QR code (hereinafter: **QR code**) enabling verification of authenticity and access to the corresponding document in the Company's database via internet.

5.3 The Company shall, for a reimbursement fee specified in the applicable Price List, also send the Document in paper form as a private document with full probative force by postal mail together with the invoice issued for the Service, or shall make the Document available for collection at the Company's registered office.

5.4 In the event of any discrepancy between the version of the Document resulting from the same Service that is provided or printed on paper and the version accessible via the QR code, the version recorded by the Company under the QR code shall prevail and shall be deemed the correct and authentic version.

5.5 The Client shall be entitled to use and rely on the Document published in the Company's database only provided that the Client is not in payment delay towards the Company. In the event of a payment delay of at least three (3) days, the Company shall be entitled to include a statement on the electronic Document indicating that its use is restricted, and to render the version of the Document accessible via the QR code unavailable.

5.6 The Company operates a certified and accredited quality management system for the performance of the Services. Up-to-date information on the technical scope of accreditation is available on the websites <https://www.nah.gov.hu> and <https://www.eurofins.hu/hu/environment-testing/dokumentumok/>.

5.7 The place of performance of the Service shall be the registered office of the Company.

5.8 Unless otherwise agreed by the Parties, the Service shall be deemed completed at the time when the final electronic Document is sent by the Company to the electronic mail address provided by the Client.

Eurofins Environment Testing Hungary Kft. General Terms and Conditions
(Version 6, effective from 1 September 2025)

6. Service Performance Deadline

6.1 Unless otherwise provided in these General Terms and Conditions, the Contract, or the Offer, the Company shall perform the Service within eight (8) working days. Unless the Parties agree otherwise, the performance deadline shall commence upon the handover of a sample of sufficient quantity and quality required for the performance of the Service. The Company shall be entitled to determine a performance deadline different from the standard eight (8) working days. The Company shall also be entitled to perform earlier than the agreed deadline.

6.2 Subject to Sections 2.4–2.5 of these General Terms and Conditions, the starting date for calculating the performance deadline shall be the date on which all Performance Conditions have been fully met.

6.3 The Service shall be deemed completed:

- a.** upon the Company sending the Document to the electronic mail address specified in the Order; or
- b.** if under the Contract the Company is also required to issue a paper-based Document, upon sending such Document to the Client or to a person designated by the Client, or, in the case of personal collection, upon offering the possibility of personal collection to the Client.

6.4 If a performance assistant is engaged, and such assistant performs directly for the Client, the date of completion shall be determined in accordance with Section 6.3(b) of these General Terms and Conditions.

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

7. Limitations on the Client's Use of the Document or Other Parts of the Service

7.1 The Client shall use the Document in its entirety and is not entitled to extract parts of it or to modify the Document in any way. In particular — with regard to the provisions of Act C of 2012 on the Criminal Code — the Client is not entitled

to alter, conceal, render illegible, or transfer the QR code to another Document (hereinafter: **Unauthorized Use**). A partially used or modified Document shall not be deemed a statement of the Company, and the Client may not rely on it as such. In the event of Unauthorized Use, the Company shall be entitled to make the complete and authentic Document available to the affected persons or to the general public, or, in the event of suspected criminal conduct, to file a report with the competent authorities. The Client explicitly acknowledges and accepts this, provided that the Company's actions may not result in the unlawful use of personal data.

7.2 With respect to the copyright-protected elements of the Document, the Client acquires a non-transferable, territorially and temporally unlimited right of use; however, in accordance with Section 7.1 of these General Terms and Conditions, the Client is not entitled to adapt or otherwise modify the copyrighted work contained in the Document.

7.3 The Client shall be entitled to disclose the Document to the general public, or to make it accessible to the general public, only with the Company's prior written consent issued in the form of a private document with full probative force.

7.4 Both Parties are obliged to treat as confidential and keep secret any business secret received from the other Party, as well as any business secret relating to the other Party that is received from a third party — including protected know-how as defined in Section 1(2) of Act LIV of 2018 on the Protection of Business Secrets. The business secret provided may not, under any circumstances, be disclosed or made accessible to any third party without the prior written consent of the disclosing Party or without a statutory obligation. If either Party is required by law or by a final and binding request from an authority or court to disclose a business secret relating to the other Party, then, unless otherwise prohibited by law, the disclosing Party shall notify the holder of the business secret without delay, but no later than within three (3) days following the transfer of the sensitive data.

7.5 The Client shall be entitled to use the Company's trade name or logo only with the Company's prior written permission, issued in the form of a private document with full probative force.

7.6 The Client shall refrain from any conduct or statements that may damage, or be capable of damaging, the good reputation of the Company.

8. Suspension of Performance of Service

Eurofins Environment Testing Hungary Kft. General Terms and Conditions
(Version 6, effective from 1 September 2025)

8.1 The Company shall be entitled to suspend the performance of the Service if:

- a.** the Client falls into payment delay towards the Company after the conclusion of the Contract; or
- b.** the Client fails to maintain the Performance Conditions during the performance of the Service, or if the performance of the Service is otherwise hindered; or
- c.** during the performance of the Service — including in connection with a Service performed under another Contract — Unauthorized Use occurs.

8.2 The suspension of the performance of the Service shall remain in effect until the circumstance giving rise to the suspension ceases. The period during which the performance of the Service is suspended shall not be included in the performance deadline.

8.3 In the event of suspension of the performance of the Service, the Client shall, at its own cost, provide the Company with any new samples or other data required for the continued performance of the Service, or shall enable the Company to carry out repeated sampling if necessary, and shall pay the associated costs.

8.4 The Company shall not be deemed in delay with the performance of the Service even if the performance is not formally suspended, provided that grounds for suspension would otherwise exist. In such cases, Sections 8.1–8.3 of these General Terms and Conditions shall apply accordingly.

9. Termination of the Contract Without Performance

9.1 The Company shall be entitled to rescind or terminate the Contract if:

- a.** following the conclusion of the Contract, the Client falls into payment delay towards the Company for at least fifteen (15) days; or
- b.** the Client fails to fulfil the Performance Conditions within fifteen (15) days from the conclusion of the Contract; or
- c.** during the performance of the Service — including in relation to a Service arising from another Contract — Unauthorized Use occurs; or
- d.** the Company has suspended the performance of the Service for at least fifteen (15) days; or
- e.** insolvency, bankruptcy, liquidation, or any other insolvency-related or winding-up proceeding is finally ordered against the Client.

10. Limitation of the Company's Liability

10.1 The Company excludes its liability for:

- a.** the suitability of the Service ordered by the Client for the Client's intended

purpose;

b. the unsuitability of the sample provided by the Client, including in particular its improper or incorrect selection, collection, storage, transportation, preservation, or the delayed provision of the samples;

c. any errors or inaccuracies in the data and information supplied by the Client;

d. any damages suffered by the Client arising from the lawful fulfilment by the Company of its statutory obligations, including but not limited to any reporting obligations prescribed by law;

e. the Client's use of the Service, the manner in which the Client uses the Service, or the Client's failure to use the Service;

f. damages arising from the Client's delayed examination of the Service;

g. damages arising from the late submission of any claim by the Client against the Company;

h. consequential damages resulting from any defect in the Service;

i. damages resulting from the transfer or disclosure of the Document — and, where applicable, the corresponding QR code — to third parties; and

j. damages resulting from the alteration, concealment, illegibility, or transfer of the QR code to another Document.

10.2 The Company's liability for damages, compensation or restitution shall be limited to the amount of the Fee for the Service.

10.3 The Client shall notify the Company of any claim against it without delay following the occurrence of such claim, but no later than within three (3) months, in writing and in the form of a private document with full probative force.

11. Data Processing

11.1. The Parties shall process the personal data transferred to each other strictly for the intended purpose and in accordance with Act CXII of 2011 on the Right of Informational Self-Determination and Freedom of Information, as well as Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).

11.2. For natural person Clients, the Company provides detailed information on data processing in the privacy notice attached to the order form referred to in Section 2.1 of these General Terms and Conditions, while its General Privacy Policy is available without restriction on the Company's website.

12. Final Provisions

12.1. Hungarian law shall govern these General Terms and Conditions and the Contract. These General Terms and Conditions are prepared in Hungarian; in the event of discrepancies between language versions, the Hungarian version shall prevail.

12.2. The Company excludes the application of any general terms and conditions used by the Client, including in particular any provisions concerning claims for moral damages, compensation, penalties, or indemnification against the Company.

12.3. The version of the General Terms and Conditions in force at the time the Order is communicated to the Company shall apply to the Contract.

Dated: Budapest, 1 September 2025

Eurofins Environment Testing Hungary Ltd.