

General Terms and Conditions for Customers

1. Field of application

1.1 The following General Terms and Conditions (hereinafter "Terms and Conditions") apply to all orders received by **EUROFINS BEL/NOVAMANN s.r.o.** or **Eurofins Food Testing Slovakia s.r.o.** or **Eurofins Environment Testing Slovakia s.r.o.** its subsidiary or associated company (hereinafter together "ES"), including orders placed by phone that weren't confirmed in written and orders executed by sending samples if the customer expressed his consent with the general conditions prescribed by the law. The Contract including General Terms and Conditions enters into force once the ES accepts order that was sent for this purpose. The order sent by ES is considered received if (a) ES proceeds by fulfilling the order even without any special written declaration or if (b) ES confirms the order in written. 1.2 The present Terms and Conditions supply all previous verbal or written quotations and agreements between the Parties and unless explicitly stated otherwise in General Terms and Conditions or in the legislation, they shall prevail over any conflicting or disputable provisions of a written agreement concluded by the Parties. No chief executive (with the exception of the ES Director-General), employee, representative or ES subcontractor is authorized to modify or disregard these Terms and Conditions or to come up with statements that are inconsistent with the Terms and Conditions or aim to nullify them; no provided change, loss of validity or declaration is binding for the ES; this does not apply if they are in written form and are signed by the ES Director General or any other person authorized to act for the company in accordance with applicable laws

2. Placing orders

2.1 Client's order is valid once it's sent by post, fax or other electronic means containing client's header or using mail order sample sheets or form for electronic orders approved by ES and if at the time of dispatch of the order meet the essential requirements that are not expressly provided in the Terms and Conditions (e.g. price, turnover time, delivery date). The orders communicated by telephone shall be confirmed by the Client in writing immediately and a Client's dispatch of order means also sending the ES samples under customer reference number. ES is not entitled to start with any analysis before the order is clear and contains all the required information.

2.2 Any conditions proposed or submitted by the Client (e.g. conditions or provisions in the order, instructions or another document) are considered as an important modification of Terms and Conditions and will be refused as invalid or inefficient; it does not apply when it's confirmed in written and signed by the ES Director. Special conditions of previous orders, including special price politics are not automatically applied for the next orders. Every order received by ES is considered as a special contract between ES and the Client.

2.3 ES has the right to charge for administration fee up to EUR 25 (twenty-five Euros) in relation to the request for additional services to existing orders. The request for additional services on the samples already sent to the laboratory is considered as a new order and may delay the estimated date of delivery.

2.4 Any logistic services outside of the laboratory shall be paid in total amount; it does not apply if those services were cancelled or modified by the Client at least 48 (forty-eight) hours in advance in case of groupage, 96 (ninety-six) hours in advance in case of sampling transport, 1 (one) week in advance in case of control activities.

3. Price and terms of payment

3.1 Unless otherwise specified in the order reception, the prices of ES are "ex works" (from the factory) excluding packaging, which is charged separately. All other billing or costs (e.g. ES incurred in connection with the order) are paid by the Client.

3.2. Prices are net of the tax (e.g. so-called use tax, sales tax, VAT) and their amount depends on the valid rates on the date of sending the offer to the customer. Those taxes are the taxes that are valid and are up to date on the invoice date. In case in price quotation is not listed Unit price and Quantity (Qty.), listed price is as „Total“ price for 1 analysis (eventually 1 sample).

3.3 Unless expressly stated by ES in the order confirmation, all invoices are payable within 14 days of their issue. The Client must raise any objections regarding the invoice within 30 days of its receipt. The objections to the analytical results do not entitle the Client to suspend the payments. The invoices that remain unpaid after the due date shall be subsequently increased by the administrative penalty (contractual penalty) in the amount of EUR 75 (seventy five), bearing the interest of 1% per month or the maximum interest rate under a separate law - the lower rate will be chosen.

3.4 The minimal payment on invoice is EUR 100 (hundred). ES has the right to charge EUR 15 (fifteen) for an administration fee regarding re-issue of the invoice.

3.5 The invoices shall be paid via cheque, bank transfer or collection. For any other payment method, a prior approval of ES is required. The Client undertakes to provide his bank account information.

3.6 The condition for receipt of the order may present the right of ES to require payment up to 100% of the order's amount.

4. Client's duties when sending samples or materials

4.1 Samples or materials shall be in a state which enables to perform reports / analysis or manufacture of the ordered products without difficulty. ES has the right to provide an initial sample's or material's testing to find out their condition before samples processing, report elaboration or its use in the manufacture. The client bears all costs of initial testing in case the samples or materials are not in accordance with requirements stated in article 4.1. If the initial testing shows that the analysis or manufacture performance is impossible or it's a subject to the more challenging conditions than originally expected - e.g. because samples or materials were mixed with outdoors materials or substances that Clients have not reported the occurrence of because they were destroyed - in such case ES has the right to terminate or suspend the validity of the order and the Client has to bear the costs of ES that incurred in this period.

4.2 The Client declares that none of the samples is dangerous for example on site, during transport, in the laboratory or otherwise in relation to the premises, equipment, staff or ES representative. The Client is required to ensure compliance with regulations on the handling of hazardous waste, including its documentation on information, transport and disposal and is required to inform the ES employees or representatives about any possible risk of samples e.g. the presence of known or suspected toxic substances or other contaminants that may be present in the sample as well as the likely degree of contamination and the resulting risks for the ES in relation to premises, equipment, personnel and representatives of the ES. The Client is liable and if necessary he shall indemnify the ES for any costs, damages, liabilities or injuries incurred to the

ES company, its employees or agents, e.g. on-site sampling, during transport or in the laboratory and that are caused by Client's samples or conditions of sampling points. The Client bears also an extra fee for appropriate disposal of hazardous waste in relation to a sample produced, regardless of whether it was characterized as hazardous or not. If required by ES, the Client is required to provide an accurate analysis of ES samples.

5. Property rights relating to the retention of the specimens

5.1 The Client ensures all samples to become a property of ES in the extend necessary to implement the order. ES is not responsible for the samples sent to ES for storage, including samples requiring freezing; it doesn't apply if the Client pays for the storage. In case the Client pays for storage, ES shall execute all common and essential tasks for storing samples, making use of professional practices for such activities.

5.2 ES has the right to destroy or remove the samples immediately after its analysis; it doesn't apply if the Client and ES agree on the storage conditions in written. ES has the right, without prior notice and at the Client's expense to remove or destroy the samples after the agreed period of storage in case the ES incur any additional costs in order to comply with any law (e.g. in connection with the disposal of hazardous waste). If the Client requires to refund unused sampling material, ES returns this material to the Client at his cost and his responsibility.

6. Terms of delivery, turnover time

6.1 Terms of delivery and turnover time are determined by estimation and do not constitute an ES commitment. ES nevertheless use its best practices in order to comply with the estimated dates.

6.2 The results are usually sent immediately after analysis by e-mail and / or by mail or electronic means to note the persons named in the order by the customer.

7. Transfer of ownership

7.1 The ownership of the analysis results, products, equipment, software etc. supplied by the Client shall remain the ES property until all invoices issued to cover these activities will be fully paid by the Client; until then the Client has no right of use or property to those result. Even in case where ES approves the order and starts work on its compliance, ES has right to stop and cease all activities in the processing of the order in favour of the Client in case of Client ´s delayed payment associated with current or previous orders.

7.2 Even after full Client ´s payment, ES reserves the right to keep, use, and disclose the results of any analysis anonymously so that the Client can not be identified.

8. Limited warranty and liability

8.1 The orders are processed under conditions that are available for ES considering the available technology and methods developed and used by ES and therefore the results may not always be 100% accurate and / or relevant. Analysis, interpretation, evaluation, consultancy and conclusions are drawn with a reasonable degree of care, however ES cannot guarantee that they always will be accurate or definitive. This limited warranty will expire six months after the date of sample ´s delivery; it does not apply if the order reception expressly provides otherwise. In all cases the Client is obliged to verify independently the validity of any results, interpretations, evaluations and conclusions drawn by the ES, if he wants to rely on mentioned results entirely, and does so at his own risk.

8.2 Each analytical report relates solely to the samples analysed by the ES. As the ES has not been expressly authorized and paid for the formulation of the sampling plan (e.g. samples of which raw materials and finished products and in what frequency should it be analysed) and for the determination of the exact scope of the analysis to be carried out or if the Client has not respected the ES recommendations, ES is not liable for the situation where the sampling plan and / or scope of the analysis are insufficient or inappropriate.

8.3 The Client is responsible for the proper delivery of samples sent to ES for review / analysis or for materials sent to the manufacture. Unless ES provides otherwise in writing, they shall not be liable for any loss or damage of transported samples or for places or sites that are considered as the places of delivery of logistics services. The Client is during the whole period responsible for safety, packing and insurance of sample from the date of dispatch to the arrival in ES offices or laboratories. ES is during storage and handling of samples governed in accordance with best business practices, but accepts no responsibility for loss or destruction of samples, even after their acceptance in the laboratories; this does not apply if it is shown that the ES intentionally breached its obligation.

8.4 The Client warrants and declares that all ES samples sent for analysis are safe and show stable characteristics and undertakes to indemnify ES for any losses, injuries, claims and expenses, which may arise to ES or its staff as a consequence of the fact that the sample was not safe and in stable condition even though the Client may directly draw attention to a possible problem with the sample on the sample itself or in the order. Before sending an order the Client is always required to notify ES in writing on the fact that the samples are hazardous or otherwise pose a risk and in this regard he is required to properly identify the packaging, samples or transport containers.

8.5 Unless otherwise agreed by all Parties in writing, the contractual relationship arise exclusively between the Client and the ES. No authorized third person neither a parallel (minor) warranty in respect of any order could enter into relationship and the Client shall not accept its existence and will indemnify ES in connection with any claims of third parties in any way associated with the Client or the Client's order.

9. Limit of liability

9.1 To the extent that this is permitted under applicable law: (a) EC (including manual workers, officers, employees, agents, managers, functionary, directors, intermediary, consultants and all partners and ES affiliates, together hereinafter the "ES Indemnifying Party") shall have sole responsibility for proven direct and immediate damage caused by wilful misconduct of ES Indemnifying Party in connection with fulfilment of the order and only if ES has received a written notice not later than 6 (six) months after the Client learned on his respective entitlement (if the law does not prescribe a longer period, which can not be contractually limited) and (b) in all cases (under the contract, civil tort, negligence, strict liability, indemnity or other) will be the responsibility of the ES Indemnifying parties in respect of the claim or group of claims and reimbursement will belong exclusively to the Client in respect of ES services, which are governed by these Terms and Conditions , will constitute the lower of the following: (i) direct and immediate harm or damage caused by wilful misconduct of ES Indemnifying Party in connection with fulfilment of the order and (ii) ten times the amount which the ES has received from the Client in connection with the order, up to a maximum of EUR 15 000 (fifteen thousand).

9.2 ES Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (e.g. loss of business opportunity, profits, reputation of the company, etc.) the Client or a third party harmed.

9.3 ES condition to confirm the order is that the Client shall indemnify the ES Indemnifying Party for any losses, injuries, claims and expenses that ES Indemnifying Party may suffer directly or indirectly, with respect to services, goods or software provided under the Terms and Conditions and the Client by submitting the Order undertakes to provide this compensation; it does not affect the extent to which the ES Indemnifying Party has to bear the consequences in terms of the Terms and Conditions.

9.4 If the total loss and / or damages the Indemnifying Party shall pay to the ES exceeds EUR 15 000 (fifteen thousand), the parties agree that such compensation will be replaced by the contractual penalty in the same amount (EUR 15 000).

9.5 The Client shall indemnify ES in respect of any loss, damages or expenses that incurred to ES by the action of a third Party, in connection with the fulfilment of orders and / or analytical results.

10. Repeated analysis

Any contest to the results of testing can be made within 30 (thirty) days after the Client receives those results. However, the customer shall bear the cost for retesting or review; it does not apply if the results of reanalysis results are not identical with the previous analysis. The repeated analysis will be possible only if the ES will have a sufficient quantity of the original sample at the time of receiving the Client's objections. Otherwise, the customer shall bear all costs, including sampling, transportation, analysis and disposal costs in connection with the repeated analysis.

11. Force majeure

ES is nor responsible for any delays, defects, damages or other problems caused by the occurrence or circumstances that are unforeseen or uninfluenceable for ES or that arise from the compliance with the requirements of public authorities and legislation in force.

12. Confidentiality and processing of customer data

12.1 ES has the right to store and process personal or business information to Client in any way, regardless of whether the data comes directly from the Client or a third party and will make reasonable efforts to maintain the confidentiality of such data in accordance with legislation in force.

12.2 ES shall use reasonable efforts to maintain the confidentiality of the analysis results and records about the provision of services with regard to the ES right referred to in Article 7.2, and to the right to use them as an evidence that the services have been provided if the ES claims payment for those services

12.3 The results of analysis are developed and delivered exclusively for the Client's needs and shall not be disclosed to third Parties for any purpose without the prior written consent of the ES. The Client is also obliged to maintain confidentiality in respect of all services provided by the ES, their results, composition of the products and software provided by the ES. The results of the analysis shall not be published or used without the prior written consent of the ES. Even after obtaining the written consent, the Client (a) is responsible for any consequences arising from the provision of the results to a third party or third party's confidence in the results and (b) the Client

agrees to indemnify ES Indemnifying Parties for the effects of liability, which those Parties could bear as a results of provision of such results to a third party or third party's trust.

13. Disclaimer and various

13.1 ALL CONDITIONS AND WARRANTIES (INCLUDING STATUTORY WARRANTIES PROVIDED THE NORMAL QUALITY OR SUITABILITY FOR A PARTICULAR PURPOSE) WITH REGARD TO THE METHOD, QUALITY AND TIME SCHEDULE OF RESULTS AND TESTING, PROVIDED EQUIPMENT, PRODUCTS OR SOFTWARE ARE LIMITED TO MINIMUM RANGE PRESCRIBED BY THE APPLICABLE LAW, WARRANTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE GENERAL CONDITIONS IN THESE MATERIALS ARE EXCLUSIVE.

13.2 Terms and Conditions may be modified by ES in written continuously and the orders will be then subject to its latest version, which is effective at the time the ES receives the order.

13.3 In case the court shall abandon, limit or declare any provision of the Terms and Conditions invalid, illegal or unenforceable, the remaining provisions shall remain valid to the fullest extent possible.

13.4 The fact that the ES or Client do not use a right provided by The Terms and Conditions, do not constitute a waiver or loss of such rights.

14. Applicable Law / Jurisdiction

14.1 The interpretation, validity and performance of the Terms and Conditions shall be subject to the applicable laws and courts of the Slovak Republic, which carry over disputes arising from the exclusive competence of the Terms and Conditions.