Approved by Order of the Director dated 2025-08-07
Order No. P25/08-07

EUROFINS LABTARNA LIETUVA, UAB
RESEARCH PERFORMANCE POLICY

1. General Provisions

1.1. The Research Performance Policy of Eurofins Labtarna Lietuva, UAB (hereinafter – the Policy) establishes and defines the internal procedures and organizational requirements of the laboratory (hereinafter – the Laboratory), aimed at regulating the conditions and procedures for conducting research (testing).
1.2. The Policy applies to all contracts between the Laboratory and the Client (hereinafter – the Client), regardless of the manner in which the contract is concluded (e.g., through a written request from the Client or an order submitted via LIMS/e-LIMS NG).
1.3. The Policy must be followed by all Laboratory employees, authorized representatives, and third parties engaged in research under a contract with the Laboratory.

2. Definitions

2.1. Policy – the Research Performance Policy approved by Eurofins Labtarna Lietuva, UAB.
2.2. Laboratory – Eurofins Labtarna Lietuva, UAB, legal entity code 123647492, established and operating under the laws of the Republic of Lithuania, primarily engaged in performing various types of research/testing.
2.3. Client – any legal entity that concludes a contract with the Laboratory or submits a research order.
2.4. Parties – the Laboratory and the Client.
2.5. Subcontractor – a third party the Laboratory may engage to provide research services.
2.6. Contract – a written agreement between the Laboratory and the Client for research services, in any of the forms outlined in this Policy, including but not limited to the Policy itself, commercial offer, order form, sample collection and transport act, client card, research report, or any other document considered part of the contract.
2.7. Commercial Offer – the Laboratory's offer detailing the key terms for research: specific tests, pricing, turnaround time, etc.
2.8. Order Form – a written request from the Client for the Laboratory to perform research.
2.9. Sample Collection and Transport Act – a document prepared by the Laboratory and signed by both Parties when the Laboratory collects and transports samples at the Client's request.
2.10. Client Card – a document signed along with the Contract specifying complete and accurate company details, responsible persons, and contact information. Any changes must be communicated to the other Party immediately. Failure to do so invalidates claims related to undelivered information or communications to unauthorized persons.
2.11. Research (Tests) – all types of research activities, including but not limited to chemical, physical, and microbiological analyses, and associated sample collection and transport (if separately agreed).
2.12. Samples – material samples submitted by the Client under the Laboratory’s defined terms and conditions.
2.13. Research Report – the Laboratory-approved form presenting the results of research for a specific sample.
2.14. LIMS – the Laboratory Information Management System accessible online.

2.15. eLIMS NG – a modular information system of applications.
2.16. All terms in the Policy may be used in singular or plural form.

3. Processing of Client's Personal Data

3.1. Client personal data is processed for the provision of research services:
3.1.1. Personal data – name, surname, address, email, phone – is not disclosed to any recipients unless legally required by laws or court/institutional orders.
3.1.2. If the data mentioned in 3.1.1 is not provided, the Laboratory reserves the right to deny research services.
3.2. Client personal data is processed for contract performance:
3.2.1. Payment and debt-related data (payer's name, payment purpose, deadline, amount, date, transaction number, account number, outstanding debt).
3.2.2. If payment is delayed for over 1 month, the Laboratory may forward the Client's data to debt collection agencies, provided the Client is warned 2 weeks in advance.
3.3. Legal grounds for personal data processing:
3.3.1. Contract performance (GDPR Article 6(1)(b))
3.3.2. Legal obligations (GDPR Article 6(1)(c))
3.3.3. Legitimate interests (GDPR Article 6(1)(f))
3.4. Data retention:
3.4.1. Data is retained as long as necessary to fulfill processing purposes and comply with legal/reporting requirements.
3.5. Client rights:
a) Right to access
b) Right to rectify inaccurate data
c) Right to erasure ("right to be forgotten")
d) Right to restrict processing
e) Right to data portability
3.6. Safety measures:
3.6.1. Appropriate technical and organizational measures are implemented to protect data from unauthorized access, loss, or disclosure.

4. Procedure for Conducting Tests

4.1. Conclusion of the Agreement. Essential Terms of the Agreement.
4.1.1. The Agreement is considered concluded when the Laboratory provides a commercial offer and the Parties sign the Agreement.
4.1.2. The Agreement is also considered concluded when the Client submits samples and a completed order form to the Laboratory. The Laboratory has the right to refuse to accept samples if the Client does not submit a completed order form or provides samples that the Laboratory is unable to test or for which the specified analytes cannot be determined.
4.1.3. The Agreement is deemed concluded regardless of the form in which it is signed – whether signed in person by the Parties' representatives or by exchanging the Agreement text via electronic communication means.
4.1.4. The essential terms of the Agreement are the tests agreed upon by the Parties, which the Laboratory undertakes to perform, the test completion deadlines, the test prices, the payment terms, and the responsibilities of the Parties. A breach of any of the essential terms of the Agreement constitutes grounds for the other Party to terminate the Agreement and apply the sanctions provided in the Agreement and this Policy.

4.1.5. If the Agreement is considered concluded from the date the Client submits a sample receipt act to the Laboratory, the mutual relationship of the Parties is governed by the conditions of this Policy, to the extent that no other agreement has been made in the sample acceptance and testing request.
4.1.6. Laboratory personnel must ensure that samples are not registered until the Client has submitted a correctly completed order form or has created an order in the LIMS/EOL (EurofinsOnLine) system. If the Client does not submit an order form or create an order in the LIMS/EOL system along with the samples, the tests are not initiated, and the samples are destroyed 24 hours after their receipt.
4.1.7. Test prices are indicated in the commercial offer and in the invoice issued by the Laboratory. The price in the commercial offer is indicated without value-added tax (VAT).
4.1.8. The test prices indicated in the commercial offer override all previous verbal or written price proposals (except those specified in public procurement contracts).
4.1.9. Test prices may be changed with prior notice to the Client by the Laboratory. The Laboratory shall notify the Client of a price change via email at least 30 (thirty) calendar days before the new price comes into effect. For tests for which samples were submitted before the effective date of the new price, the old price applies. If the Client, upon receiving the price change notice, does not agree with the new price, they have the right to cancel further testing and must notify the Laboratory about Agreement termination via email or registered mail no later than the day the new price comes into effect. If the Client does not notify the Laboratory of termination, it is considered that they agree to the new test price.
4.1.10. If the Client has entered into an agreement with the Laboratory under the Law on Public Procurement of the Republic of Lithuania, the price indicated in the commercial offer remains valid throughout the duration of the Agreement and cannot be unilaterally changed by the Laboratory, except as provided by the Law on Public Procurement.
4.1.11. A change in the VAT rate in the Republic of Lithuania does not constitute a change in the test price.
4.1.12. If the Parties have not signed an Agreement and no commercial offer with a special price was provided to the Client, the Laboratory's standard approved test price applies, as indicated in the invoice issued to the Client. Before accepting samples, the Laboratory must inform the Client of the standard test price. If the Client does not indicate before delivering the samples that they disagree with the price, it is considered that they agree to the test being conducted at the specified price.
4.1.13. The test price does not include additional work, for which the Client must pay the Laboratory separately:
4.1.13.1. Performing a different test than indicated in the sample collection-transportation act or the order form, when the Client sets additional test requirements.
4.1.13.2. Collection and transportation of samples from the Client.
4.1.13.3. Sample storage.
4.1.13.4. Repeating a test on a previously submitted sample upon the Client’s request.
4.1.13.5. If a dispute arises between the Parties regarding test results and the Laboratory sends samples to another laboratory, and the latter confirms, upon retesting, that the Laboratory’s results were correct – the Client commits to paying for the tests performed in both laboratories.
4.1.14. The Client must pay for the additional work described in 4.1.13 under the same terms and conditions as for the tests.
4.1.15. The Laboratory has the right to increase the test price if, at the time of the commercial offer or order submission, the Laboratory was not informed of specific sample characteristics that affect the complexity and costs of testing. If it becomes evident that the price must be increased due to incomplete information from the Client, the Laboratory must notify the Client via email within 48 (forty-eight) hours. If the Client disagrees with the price increase, they

must refuse the test within 48 hours from the notification date and compensate the Laboratory for any losses. The Client must pay the increased price under the conditions of this clause if perishable samples are submitted (samples requiring immediate testing due to potential changes in properties), regardless of prior notice or agreement to the increased price.
4.1.16. Test completion deadlines are indicated in the commercial offer. If the Client sends samples by registered mail or logistics services, testing starts the next working day after the sample delivery date.
4.1.17. Test deadlines are extended if:
4.1.17.1. The Client submitted an unsuitable sample (insufficient quantity, wrong container or packaging, inappropriate temperature). Testing starts from the delivery date of a suitable sample and accompanying documents.
4.1.17.2. The Client submitted inaccurate or unclear information, causing doubts about the specific test. Testing starts once all necessary information is provided.
4.1.17.3. The Client changes or adds requirements or additional tests after sample submission.
4.1.17.4. Some or all tests are performed by subcontractors whose deadlines exceed those agreed upon or listed in this Policy.
4.1.18. Tests are considered completed when the Laboratory provides the test report to the Client.
4.1.19. The Client must pay for completed tests within the deadlines specified in the Agreement.
4.1.20. The Laboratory issues and sends the invoice to the Client via the email specified in the Agreement or client profile.
4.1.21. Payment is considered received when the funds are credited to the Laboratory’s bank account or a payment confirmation is provided.
4.1.22. If the Client fails to pay on time as per the Agreement or this Policy, the Laboratory has the right to charge, and the Client must pay, late fees specified in the Agreement for each day of delay.
4.2. Sample Acceptance
4.2.1. The Laboratory accepts samples on business days during official working hours.
4.2.2. The Client must submit the required amount of samples in suitable packaging and at appropriate temperature. The quantities must be agreed upon with the Laboratory before delivery.
4.2.3. The Client must notify the Laboratory in advance if toxic, explosive, flammable, radioactive, or otherwise hazardous materials are submitted.
4.2.4. The Laboratory may issue binding instructions to the Client regarding sample quantity, quality, packaging, and other sample-related matters, either verbally or in writing.
4.2.5. Upon the Client’s request, the Laboratory may collect samples at the Client's location in the presence of a Client representative. When samples are collected by the Laboratory's driver-technician (e.g., water sampling, surface testing), a sample collection-transportation act is signed.
4.2.6. The Laboratory may refuse to accept samples if:
4.2.6.1. The quantity is insufficient, packaging is unsuitable, or temperature is inappropriate, or transport conditions were improper.
4.2.6.2. The required accompanying documentation is not provided or the order was not created in the LIMS/EOL system (when registered by the Client’s representative).
4.2.6.3. The Client has not followed the Laboratory’s mandatory sample collection or submission instructions.
4.2.6.4. Toxic, explosive, flammable, radioactive, or other hazardous materials are submitted for testing.

4.2.7. The order form must be clearly completed, indicating company details, contact persons, and all other required information about the sample and tests. If there are additional requests or comments related to testing or results, they must be noted in the comments section of the order form (or respective field in the LIMS/EOL system).
4.3. Test Performance and Delivery
4.3.1. The Client has the right to cancel the test or part of it or modify the test request within 24 (twenty-four) hours of submitting the order form or creating the order in the LIMS/EOL system.
4.3.2. Upon cancellation, the Client must reimburse the Laboratory for all expenses incurred up to the point of receiving the cancellation.
4.3.3. If the Client does not send the order form, testing will not begin, and the samples will be destroyed after 24 hours.
4.3.4. The Laboratory performs tests in accordance with international, national standards, or internally developed/modified methods. Deviations from established methods are permitted only when documented, technically justified, and approved internally. Allowable deviations before testing: the sample does not match the description, damaged packaging, insufficient sample quantity (not enough for initial and repeat testing), improper environmental conditions during delivery, or delivery time does not meet method requirements. No deviations are allowed during the test process.
4.3.5. If the Client does not indicate or indicates an unsuitable method, the Laboratory chooses the most appropriate method.
4.3.6. The Laboratory may perform tests directly or outsource them. If subcontractors are used, the Laboratory is responsible for the accuracy of results unless the Client specified the subcontractor.
4.3.7. Test results are formalized in a Laboratory-approved test report.
4.3.8. The Laboratory may provide partial results if different tests in the Client's samples are completed at different times.
4.3.9. The Client may request corrections to the test report within 14 calendar days of receiving it.
4.3.10. The test report may be corrected:
4.3.10.1. If the Laboratory or Client discovers an error or inaccuracy after issuance. Then, corrections may be made even after 14 days.
4.3.10.2. If the Client requests additional testing on the same sample or to add information.
4.3.10.3. If the Client requests to change information that does not match the order (e.g., manufacturing date, batch number). Written request and justification are required.
4.3.10.4. Corrections not covered in 4.3.10.1–4.3.10.3 may be subject to a fee.
4.3.11. The test report is sent to the Client only by email indicated in the order form.

5. Claims

5.1. The Customer has the right to submit a claim to the Laboratory regarding the quality of the tests by email or registered mail no later than within 14 calendar days from the date of receipt of the test results.
5.2. The Laboratory performs tests only on the sample provided by the Customer and is responsible only for the test results of the tested sample. The Laboratory shall not be held responsible for the part of the sample that was not submitted to the Laboratory for testing.
5.3. The test results refer exclusively to the results of the test sample obtained at the time of testing.
5.4. The Laboratory, at its own effort and expense, shall rectify deficiencies in the testing if:

5.4.1. While performing the tests, the Laboratory violated the requirements specified by the Customer regarding the execution of the tests;
5.4.2. While performing the tests, the Laboratory violated the test methods or performed the test without complying with the applicable testing standards.
5.5. Situations are not considered deficiencies in testing where the tests are carried out after the Customer has been informed that their desired deviation (e.g.: damaged packaging, improperly collected sample, unsuitable storage or transport conditions, etc.) may affect the results, and if the Customer still wishes to have the sample tested. In such a case, a liability limitation statement shall be included in the notes of the test report.
5.6. In the event of a dispute regarding the results of the tests performed by the Laboratory, if the Customer submits a claim by email or registered mail, the Laboratory shall review the claim in accordance with the approved procedure. If the sample provided by the Customer for testing has not been destroyed, the Laboratory shall perform a re-test or, at its own effort and expense, submit the sample to an independent laboratory for repeat testing.
5.7. If the Laboratory's test results are incorrect, the Laboratory shall, no later than within 3 working days from the date of receipt of the repeated or independent test results, correct the test results and issue a revised test report. In such a case, the Customer shall not bear any additional costs for the independent tests ordered by the Laboratory.
5.8. If the independent laboratory confirms that the Laboratory's test results are correct, the Customer shall cover the costs incurred by the Laboratory for the additional independent testing.
5.9. If incorrect test results issued by the Laboratory cause damage to the Customer or third parties, the Laboratory shall compensate the damage, which shall not exceed the amount paid by the Customer to the Laboratory for the performed tests, provided the Customer proves that the test results were incorrect solely due to the Laboratory’s fault.
5.10. The Customer shall not have the right to refuse to pay the Laboratory for the performed tests or to withhold payments on the grounds of claims made regarding the test results.
5.11. If the Customer withholds payments due to claims submitted to the Laboratory regarding test results, the Laboratory shall consider that the Customer has breached a material term of the Agreement and shall terminate the Agreement with the Customer, and shall also claim the penalties specified in the Agreement or in this Policy.

6. Customer’s Rights, Obligations, and Responsibilities

6.1. The Customer must cooperate with the Laboratory and provide all information requested by the Laboratory related to the performance of the tests.
6.2. The Customer must ensure the same level of confidentiality commitment as observed by the Laboratory in relation to the Customer.
6.3. All copyrights to the performed tests and test results belong to the Laboratory. The Customer is responsible for any infringement of the Laboratory’s copyrights in accordance with the legal acts of the Republic of Lithuania.
6.4. The Customer has no right to use the Laboratory's test results for materials whose samples were not submitted to the Laboratory and for which the Laboratory did not perform the tests.
6.5. The Customer has no right to use only a certain part of the results provided in the test report. The Customer may only copy the entire Laboratory test report in such a way that the full test result is reflected in the copy.
6.6. The Customer must compensate for any damage suffered by the Laboratory if the Customer violated the Laboratory’s instructions regarding sample collection, packaging (container), and transfer, including cases where, contrary to the procedures established in this

Policy, toxic, explosive, flammable, radioactive, or other substances with potentially dangerous properties were delivered, resulting in harm to the Laboratory or third parties.
6.7. The Customer must compensate for any damage suffered by the Laboratory due to the Customer's improper fulfillment of contractual obligations.
6.8. Disputes between the Parties are resolved through mutual negotiations. If no agreement is reached within 20 (twenty) calendar days, disputes are referred to the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

7. Confidentiality

7.1. The Laboratory undertakes to remain impartial and to ensure the confidentiality of the Agreement concluded with the Customer, the tests performed, and their results.
7.2. The Laboratory has the right to use the results of the performed tests and to disclose them to third parties only while ensuring the anonymity of the Customer. Customer anonymity means that the Laboratory will not disclose to third parties any information about the Customer. Third parties will have the right to receive only information about the test performed by the Laboratory, or a part or result of it, without specifying on whose behalf and for whose benefit the tests were performed, who submitted the samples, or any other information that could allow third parties to identify the Customer.
7.3. The Laboratory will not be bound by the confidentiality obligation:
7.3.1. if the Customer has given consent to disclose confidential information;
7.3.2. if the information is public or became publicly available not due to the actions of the Laboratory;
7.3.3. if the legal acts of the Republic of Lithuania obligate the disclosure of information to state authorities and institutions or officials performing lawful state functions or requirements.

8. Final Provisions

8.1. This Policy becomes effective for the Laboratory from the date of issuance of the order by the Director approving this Policy.
8.2. This Policy is valid and applicable to the Customer from the day the request to accept samples and perform tests is submitted, if the Agreement is not signed, or from the date of signing the Agreement with the Laboratory.
8.3. The Laboratory has the right to amend this Policy. The amended Policy becomes effective for the Customer from the date of public announcement on the Laboratory's website: https://www.eurofins.lt/en/order-documents/research-performance-policy/ .