

Terms and Conditions

Art.1. Area of application

1.1. These terms and conditions apply to all services that EUROFINS FOOD TESTING S.R.L. ("Eurofins") provides through its own laboratories and through the subcontracting laboratories of the Eurofins group, according to the launched offers, following to its acceptance of customer orders.

1.2. This document is communicated to the Customer together with the Eurofins offer and it is considered being accepted by the Customer from the moment of placing the order. Any subsequent agreement between the parties that could derogate, modify or supplement the clauses of this document will be made in writing and signed by both parties, otherwise it will be considered invalid.

Art.2. Offers and orders

2.1. The analysis offer presented to the client, completed by the technical file, provides the type of analysis that can be performed, the parameters to be observed, the duration of the analysis, as well as the price of each type of analysis, which includes transport costs.

2.2. The determinations of laboratory / the analyzes are requested by the Customer by a firm order (a standard form) sent by e-mail, to the following e-mail addresses: ReceptieRo@eurofins.com (for chemical and microbiological analyses) or RO_Reception_vitamins@eurofins.com (for vitamin analyses) or by other ways to prove their receipt or through the Eurofins OnLine application (EOL), a free online ordering service, which allows the launch and access to the order 24 hours/ 7 days, being able to follow the course of the tests from the registration to the release of the analysis report.

2.3. Sending of the samples for analysis by the Customer constitutes his agreement with the present Terms and Conditions.

2.4. If Eurofins refuses the order, the refusal will be communicated to the Customer within 3-4 working days from the date of receiving of the order, including the evidence. If the refusal is not communicated within this period, it is equivalent to accepting the order.

Art.3. Conditions for accepting the analysis samples

3.1. The samples that will be the object of the analyzes will be sent to Eurofins by the Customer in compliance with the parameters mentioned for each type of analysis in the offer and the technical file and which will be validated by the Customer through the order form. The receiving of the required sample quantity will be made in individual packages presented by the Customer for each laboratory, including for the subcontracting laboratories of the Eurofins group, or for each department involved (physical-chemical analysis, microbiological analysis, vitamins, etc.), as well as an additional one, for a possible counter-test.

3.2. The order form or samples will be accompanied by specific information on the type of parameter, the matrix and the method of analysis, as well as technical specifications, data sheets, etc. regarding the material of the sample.

3.3. The transmission by the Customer of an insufficient amount of sample or a damaged sample may lead to a significant extension of the analysis period or to the impossibility of performing certain analyzes and non-acceptance of the order, as the case, which will be brought to the Customer's knowledge.

3.4. Eurofins is exonerated from any liability regarding the improper execution, the delay or non-execution of the services / analyzes if the Customer does not deliver and / or does not communicate in time the information and / or technical specifications or other materials necessary for the execution of these services / analyzes.

3.5. The Customer must ensure and guarantee that no sample presents any danger, including during transport, in the laboratory or otherwise at the Eurofins headquarters, to the Eurofins staff and / or representatives. The Customer shall be liable and indemnify Eurofins for all costs and damages, that may be caused by Eurofins or incurred by Eurofins or its staff and / or representatives, during the transportation or in the laboratory through the Customer's sample / test.

Atr.4. Prices and terms of payment

4.1. The prices of the analysis are provided in Eurofins' offer and do not include VAT. The prices may be subject to change, which will be notified to the Customer, but these changes will not apply to firm orders accepted by Eurofins before the expiration of the [] day period from the date of notification of the Customer regarding them.

4.2. The invoice will be sent to the Customer by e-mail, to the e-mail address communicated by the Client in the order form. The express non-contestation by the Customer of the value or data indicated in the respective invoice, within 2 working days from the transmission of the invoice, is valid by its tacit acceptance. The unjustified refusal of the Customer to receive (by electronic reception) the invoice thus sent and the formulation of objections regarding the result of the analysis will not be such as to exonerate the Customer from its payment.

4.3. The payment will be made in RON in [] calendar days from the date of receipt of the invoice by e-mail, the Customer proving the payment. When there are contractual relations between the parties, based on the agreement for the provision of analyses services, if the payment deadline has been exceeded for a previous invoice, the next invoice issued for a subsequent analysis order will be paid before the communication of the corresponding analysis results.

4.4. The Customer's waiver to the ordered services, already accepted by Eurofins, maintains the Customer's obligation to pay for the services provided after their acceptance by Eurofins.

4.5. In case of non-payment, even partial, Eurofins will have the right to charge penalties of 0.1% per day of delay, applied on the due amount and calculated until the date of actual payment. In addition, Eurofins reserves the right to suspend the provision of services ordered through subsequent orders until the time of payment, which may not be considered a breach of Eurofins' contractual obligations.

Art.5. Analysis results and delivery dates

5.1. The terms of execution of the analyzes are mentioned in the Eurofins offer for each type of analyses. If the specifics of the analysis require a longer term, Eurofins may extend the execution term, with the obligation of previous information of the Customer regarding the new term.

5.2. The results of the analyzes are communicated to the Customer in electronic format, on the email address specified in the order form. At the Customer's request, the original analysis report (in printed form) can be sent by courier / express mail, on the Customer's expense.

5.3. If the Customer raises objections to the results of the analyzes, Eurofins will provide the clarifications on the modality of performing the determinations and obtaining the results, and at the Customer's request, Eurofins will resume the analysis, within [] days from the communication of the objections.

Art.6. Transfer of Property

6.1. The analysis reports become the property of the Customer after the payment of their equivalent value and can be copied by the Customer only in their entire form, reflecting the total size of the analysis performed.

6.2. If the Customer requests that an analysis report be sent to a third party, Eurofins is not liable to this entity. No third party may claim any rights from Eurofins or its subcontractors arising from the possession of the analysis report by that entity.

6.3. Even after the full payment of the analyzes by the Customer, Eurofins reserves the right to store and use the analysis reports for legitimate purposes or to include them in specialized studies, specialized publications, but in these cases only in an anonymous form that does not identify the Customer.

Art.7. Force Majeure

7.1. Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances that are unforeseen or beyond the reasonable control of Eurofins or that result from compliance with government requirements, laws and regulations

Art.8.

Confidentiality and Processing of Customer Data

8.1. Eurofins undertakes to ensure the confidentiality of all information obtained or created during the laboratory activities and its personnel and subcontractors involved in the laboratory activity, who, during the activity, may come into possession of confidential or secret information (information on products, processes, commercial data) have been trained in this regard. All information provided by Eurofins to the Customer is treated as property and is treated as confidential (information regarding sampling, description of samples, request for testing, request for services, results obtained).

8.2. The laboratory undertakes to notify the Customer in writing in advance of the information it intends to provide to the competent authority of the county from which the samples were collected (ANSVSA, DSV), when the obtained results do not comply with the sanitary-veterinary legislation and for food safety in force. If Eurofins is obliged by law to release confidential information in any situation other than that described in the previous thesis, it will notify the Customer of the information provided; the exception is the situation in which the notification of the Customer is prohibited by law.

8.3. If Eurofins intends to make public a series of data resulting from the contractual activities (for example by publishing articles or supporting scientific communications) this will be done only after the prior information of the Customer and based on its agreement.

8.4. The parties undertake to treat all information, procedures, know-how and documents of which they become aware during the performance of the contract as confidential information, not to disclose it to third parties and to maintain trade secrets, so as not to prejudice the other party.

8.5. Regarding the personal data of the legal representatives of the Parties, of the contact persons designated by order and of the employees of the parties designated to ensure the performance of the ordered services, each Party shall ensure the confidentiality of personal data and will process personal data exclusively for the purpose of fulfilling these Terms and Conditions.

8.6. Each Party shall comply with the applicable data protection requirements under the Data Protection Legislation of the Parties. In this regard, the Parties confirm that the processing of personal data will be performed by Eurofins and the Customer as Data Operators in the context of the execution of the service contract and only in accordance with the applicable Romanian and European Union Data Protection Legislation.

8.7. Each Party shall promptly notify the other Parties of any claims, complaints or requests from (i) to any data subject concerning the Party's data (for example any request for access, modification, restriction, opposition, deletion or portability of data) or (ii) of any authority regarding the data of the Parties, and each Party will cooperate with the other Party in order to resolve any claim / complaint or request regarding the personal data of which it became aware at the conclusion of the contract.

8.8. Each Party shall promptly and in any case notify the other Party within 24 hours of the knowledge or suspicion of a personal data breach and shall provide any information or assistance to enable it to fulfill any applicable obligation under the Data Protection Legislation.

8.9. Each Party shall provide the other Party with Information on the Protection of Personal Data and shall ensure that employees whose personal data are processed are properly informed of the processing of their personal data by the other Party by providing Information on the Protection of Personal Data.

Art.9. Governing Law and Jurisdiction

9.1. The orders and the Terms and conditions shall be governed by the Romanian laws.

9.2. The Parties undertake to make every effort to solve amicably any disputes arising in connection with this document. If the disputes are not settled amicably, they will be referred to the competent courts in whose constituency the Eurofins headquarters is located.

Art.10. Miscellaneous

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

10.2. If a court waives, limits or holds to be invalid, illegal or unenforceable any article of these Terms and Conditions, the legal effect of the other articles remains applicable to the greatest extent possible.

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