

GENERAL TERMS OF SALE (HEREINAFTER THE “TOS”) APPLICABLE AS OF 01/01/2026

1. Scope of Application – Enforceability

These Standard Terms of Sale (hereinafter the “ToS”) govern all orders, requests or contractual relationships relating to: (i) all services provided by the supplier company (the “Company”, as defined in Article 2 below), and in particular services involving analyses, sampling, audits, inspections, visits, studies, training, expertise, and technical assistance (hereinafter the “Services”); and/or (ii) the supply by the Company of products, including in particular consumables, reagents, kits, equipment, software applications or other items (hereinafter the “Products”).

The Company and the client ordering the Services or Products are hereinafter jointly referred to as the “Parties” and individually as a “Party”.

These ToS form the basis of the commercial relationship between the Parties and shall prevail over any other terms, provisions or documents issued by the client, of whatever nature, including the client’s purchasing conditions, which the client expressly and irrevocably waives.

These ToS shall enter into force on the date stated at the beginning of this document and, as from that date, shall replace all previous versions thereof. The client is informed that the ToS may be amended at any time and, when necessary, will be resubmitted to the client for acceptance.

Any deviation from these ToS shall require an express written agreement signed by a person duly authorised to represent the Company. Consequently, any special conditions or deviations proposed by the client at any time and in any form, which amend and/or supplement these ToS and which have not been expressly accepted in writing by a duly authorised representative of the Company, shall be rejected and deemed unenforceable.

2. Orders

The Company supplies Services and Products exclusively to business customers. No order or request for Services or Products may be made by a non-business customer or by a consumer within the meaning of the Bulgarian Consumer Protection Act.

Any request for Services or Products submitted by the client to the Company implies full, complete and unconditional acceptance of these ToS.

Requests for Services or Products must be submitted in writing to the Company. The client undertakes to use, as a priority, the EOL software application or any other electronic data interchange application, unless such applications are temporarily unavailable due to circumstances affecting the security of data exchange. Any oral request (including by telephone) shall require written confirmation from the client in order to be valid. In the absence of such confirmation, the Company reserves the right not to process the request.

Any request for Services or Products shall be subject to a quotation, written offer or contractual agreement issued by the Company (this list being non-exhaustive), specifying the nature of the Services and/or Products ordered and their price. The term “Company” within the meaning of these ToS refers to the EUROFINS legal entity that issues the quotation or offer, or that enters into the contractual agreement. The absence of a response from the Company shall not constitute tacit acceptance of the client’s request.

Quotations and offers provided to the client shall remain valid for the period stated therein.

An order for Services or Products (hereinafter the “Order”) shall become binding upon the client on the earliest of the following dates:

- (i) receipt by the Company of the quotation or contractual agreement duly signed by the client in paper or electronic form;
- (ii) dispatch of the samples to the Company, even if the signed quotation or agreement has not been returned; or
- (iii) payment by the client of all or part of the price of the Services and/or Products ordered.

The Order shall become binding upon the Company upon receipt of the quotation or agreement signed by the client, provided that the client submits the samples within the agreed deadlines and under the agreed conditions, or, where no signed quotation or agreement has been returned, upon commencement of the performance of the Services or delivery of the Products by the Company.

The Company may make acceptance of the Order conditional upon advance payment by the client of up to 100% of the value of the Order.

The client acknowledges that these ToS apply to all future Orders and to all new supplies of Services or Products made to the same client, even where the client has not formally accepted the ToS again.

The terms of the Order supplement these ToS. Any provisions of the Order that conflict with these ToS must be expressly approved by the Company.

Any special terms granted in relation to one Order shall not automatically apply to subsequent Orders placed by the client; each Order constitutes an independent contract.

The rights and obligations arising from the Order are personal to the client, who may not assign or transfer them without the Company’s prior written consent.

The Order may not be modified or cancelled, in whole or in part, by the client without the Company’s prior express written consent.

In the event of full or partial cancellation, suspension or postponement of the performance of an Order at the client’s initiative, including where agreed by the Company:

- (i) any advance payments and amounts already paid to the Company shall remain the property of the Company;
- (ii) the price of any Services and/or Products for which performance has already commenced shall become fully due and payable;
- (iii) the client shall pay compensation equal to the loss suffered by the Company, including expenses incurred in connection with the performance of the Order, provided that such compensation shall in no event be less than 50% of the total Order value excluding VAT, unless the client proves that the actual loss suffered by the Company is lower, in which case compensation shall correspond to the actual loss suffered.

The following specific notice periods apply to cancellations, and failure to comply with them shall result in invoicing of the full Order value:

- 48 hours’ prior notice for sample collection intended for laboratory delivery;
- 96 hours’ prior notice for on-site sampling.

In the event of an Order involving intervention at the client’s premises (in particular sampling and training services), any inability to perform the Order due to conditions that do not ensure the safety of the Company’s personnel, or due to inability to access the site, shall be deemed a cancellation by the client on the scheduled performance date, with all resulting consequences applying.

The Company reserves the right to suspend, amend and/or cancel any ongoing Order in the event of changes to applicable regulations or legislation affecting its performance, without the client being entitled to any compensation or reimbursement. In such event, the client shall remain liable to pay for Products already delivered and Services already performed in whole or in part, and shall reimburse the Company for costs incurred in connection with the performance of the Order.

Any request for Services or Products not included in the original Order shall be subject to a new quotation, offer or agreement specifying the applicable price. If the client submits additional samples not covered by the original Order, such submission shall constitute a new request for Services and shall be subject to a new Order.

3. Performance of the Services

3.1 Conditions of Performance

The Company shall be free to determine, at its sole discretion, the methods, processes, techniques, products or other elements necessary for the performance of the Services ordered.

The completion times indicated in the Order are provided for guidance only, and failure to meet them shall not give rise to any liability on the part of the Company.

The performance of the Service ordered by the client is subject to the Company receiving, within the deadlines communicated by the Company, the samples for analysis and all necessary information to be provided by the client. Any delay by the client in sending the samples and information shall result in an extension of the indicative completion deadlines and may justify additional charges being invoiced by the Company or an adjustment of the price of the Services, which the client acknowledges and expressly accepts. The Company shall be free to subcontract all or part of the performance of the Services, which the client expressly accepts. The Company shall remain responsible for the proper performance of the Services by its subcontractors.

The Company reserves the right to perform the Services in stages, each of which may be invoiced separately.

Where the client orders an analytical Service falling within the scope of accreditation, the client nevertheless authorises the Company to issue an analytical report outside the scope of accreditation if the analytical conditions do not allow the Company to perform the Service in accordance with the accreditation requirements. The Company shall use its best efforts to inform the client as soon as possible if it is unable to perform the Service within the accredited scope.

In all circumstances, the client shall remain liable for payment of the full price of the Service ordered.

An analytical report issued outside the scope of accreditation may under no circumstances be used by the client or presented to third parties as a report issued within the accredited scope.

A Service performed outside the scope of accreditation shall not be deemed compliant with the accreditation framework and shall not be covered by international mutual recognition agreements. The corresponding report may under no circumstances be provided to third parties (including the public or public authorities).

3.2 Reports and Results

The results shall be sent to the client in hard copy, by e-mail in PDF format and/or by any other means, for the attention of the personnel and/or representatives of the client designated in the Order.

Reports sent electronically shall be electronically signed through a process that enables authentication of the person authorised to approve the reports and shall be archived by the Company through a technical process enabling their preservation in their original format.

The technical processes implemented by the Company ensure the confidentiality and integrity of the data contained in the reports.

The client acknowledges and accepts that electronically transmitted reports shall be admissible as originals before the courts and shall constitute evidence of the data they contain, such evidence being admissible, valid and enforceable between the client and the Company in the same manner, under the same conditions and with the same evidential value as a report prepared, received or stored in hard-copy format.

Each report issued relates solely to the samples analysed by the Company.

Where the performance of the Services has been subcontracted to a third party, the subcontractor's original reports supporting the results shall be provided only upon the client's written request.

Upon the client's express written request, the Company may compare the results obtained from the Services performed with the standards applicable in the relevant field. Such comparison shall constitute an additional Service, subject to a separate Order and additional invoicing by the Company.

Where a preliminary analytical report has been prepared by the Company and sent to the client, the client acknowledges and accepts that certain information and results may change between the preliminary report and the final report. Consequently, any use and/or interpretation of the information and results contained in the preliminary report shall be at the sole responsibility of the client.

At the client's request, the Company may issue an extract from the report containing no results or findings, provided that a complete report has previously been issued. The client acknowledges and accepts that such extract may under no circumstances replace or supersede the complete original version of the report and that any use thereof shall be at the client's sole responsibility.

3.3 Reanalysis

The client shall have a period of thirty (30) calendar days from the date on which the analytical report is sent by the Company to raise objections or challenge the results.

Should the client request a reanalysis, the client shall bear the related costs through a new order, unless the results of the second analysis differ materially from those of the first analysis.

A second analysis shall only be possible if the Company still possesses a sufficient quantity of the original sample at the time the client's objection is received and if the storage period and storage conditions of the sample are compatible with the performance of such second analysis.

4. Samples Provided by the Client

4.1 Client Obligations and Warranties

The client shall provide a sufficient quantity of samples in a condition that enables the preparation and performance of the Services without difficulty.

The client shall ensure and guarantee that none of the samples poses any danger to the Company, its laboratories, materials and equipment, employees, representatives or subcontractors, where applicable, at the sampling site, during transportation, or while being handled in the Company's laboratories or facilities.

The client shall bear sole responsibility for ensuring that the sample complies with all applicable laws and regulations, particularly those relating to labelling and hazardous materials and waste.

The client undertakes to provide the Company, in writing and prior to the delivery or collection of the sample, with all relevant information concerning the safety of the sample, its transportation and disposal, including all known characteristics and/or suspicions relating to toxicity, contamination, flammability or explosion risks, as well as any risks the sample may present to the Company's facilities, materials, equipment, personnel, representatives and subcontractors, notably through appropriate labelling.

The Company may carry out a preliminary examination of the samples in order to verify their quantity and condition before commencing the Services. The client is required to inform the Company of the exact composition of the sample.

If the preliminary examination reveals that the performance of the Services is impossible or only possible under conditions different from those originally specified in the Order—particularly where the samples have been mixed with undeclared foreign substances or materials, or where they are in a degraded condition—the Company may, at its discretion: (i) suspend the performance of the Order. In such case, the client may provide a new sample. Any agreed deadlines for the performance of the Services specified in the Order shall automatically cease to apply; or

(ii) immediately cancel the Order. In such case, any advance payments already made by the client shall remain with the Company, and the client shall indemnify the Company for the costs incurred in connection with the performance of the Services.

Regardless of the option chosen by the Company, the costs of the preliminary examination of the samples shall be invoiced to the client, who undertakes to pay them.

The client shall be liable for all consequences arising from any breach of its obligations under this Article and shall reimburse all costs, damages and losses incurred by the Company, its personnel, representatives and subcontractors, whether at the sampling site, during transportation or within the Company's laboratories and facilities.

The client shall bear all costs associated with the removal and disposal of hazardous materials and waste generated by the sample, regardless of whether such materials were identified as hazardous by the client.

4.2 Ownership of Samples

The client shall remain the owner of the samples.

The client authorises the Company to use the samples free of charge for the purpose of performing the ordered Services.

The Company shall not be liable for any damage to the sample entrusted to it for the performance of the Order.

4.3 Options for Samples Following Completion of the Services

The Order shall specify whether, upon completion of the Services, the sample is to be returned to the client, destroyed or stored (and, where applicable, the required storage period).

In the absence of instructions in the Order or specific storage requirements, the sample or any remaining portion thereof shall be stored by the Company for a maximum period of thirty (30) calendar days following completion of the relevant Services, unless the sample consists of perishable products, in which case a shorter storage period shall apply.

At the end of the storage period, unless otherwise specified in the Order, the sample or any remaining portion thereof shall be destroyed by the Company without prior notice to the client.

The client shall bear all costs relating to the return, destruction or storage of the sample, including where such costs are not expressly specified in the Order:

- **Return of samples:** transportation, insurance and packaging costs shall be borne by the client. Samples shall be returned at the client's sole risk, and the Company shall not be liable for any damage, deterioration or total or partial loss occurring during transportation.
- **Destruction of samples:** the client shall bear all destruction costs, including any additional costs resulting from applicable legislation concerning hazardous materials and waste.
- **Storage of samples:** the Company undertakes to take reasonable measures, in accordance with standard industry practice, to store the sample at the client's expense and risk. The client shall bear all storage costs, including any additional costs required to comply with applicable legislation and regulations concerning hazardous materials and waste.

5. Supply of Products

The Products ordered shall be delivered EXW (Incoterms 2020), meaning that the Products shall be made available at the location specified in the Order or, if no location is specified, at the Company's warehouses prior to collection by the carrier.

Delivery times are provided for guidance only. Any delay in delivery shall not entitle the client to cancel the Order, refuse delivery, or claim penalties or damages from the Company. Partial deliveries of an Order may be made.

Upon delivery of the Products by the carrier, the client undertakes to carry out all inspections and tests necessary to identify any damage, shortages, apparent defects or non-conformities in relation to the consignment note, delivery note and the Order. Any refusal, claim or reservation must be recorded on the consignment note in the presence of the carrier, duly signed and stamped, and sent to both the carrier and the Company by registered mail with acknowledgement of receipt within three (3) days of receipt. Failing this, the Products shall be deemed to conform to the Order.

Any damage, non-conformity or defect that could not reasonably be identified at the time the Products were delivered must be notified to the Company within seven (7) days of delivery by e-mail and registered mail with acknowledgement of receipt. Such claim must include the Order reference number, the subject matter of the claim, and the grounds upon which it is based. The client shall provide evidence of the alleged defects, non-conformities or damages so that they may be verified by the Company.

6. Price and Payment Terms

6.1 Prices

The price of the Services and Products invoiced to the client shall be the price stated in the Order (unit price excluding taxes) or, in the absence of a written Order, the price in force at the date of commencement of the Services or delivery of the Products.

Unless otherwise stipulated in the Order, prices are expressed in euros, exclusive of taxes, customs duties, currency conversion fees, sampling costs, packaging costs and delivery and insurance costs, all of which shall be invoiced separately. Applicable taxes shall be those in force on the invoice date.

Prices are established on the basis of the information and data provided by the client and under normal conditions for the performance of the Services or delivery of the Products.

The price of the Services shall be revised annually based on any increase or decrease in the Consumer Price Index.

The Company reserves the right to increase the price of the Services specified in the Order:

- (i) where specific characteristics of the samples, unknown at the time of the Order, generate additional costs for the performance of the Services ordered; or
- (ii) where amendments to regulations, the entry into force of new regulations, or recommendations issued by administrative or supervisory authorities applicable to the Services and/or the Company result in increased performance costs for the Company.

6.2 Invoicing

The Company shall send invoices to the client in electronic format for the attention of the personnel and/or representatives designated in the Order.

The client acknowledges that electronically transmitted invoices shall be admissible as originals before the courts and shall constitute evidence of the data they contain, with the same validity, enforceability and evidential value as invoices prepared, received or stored in paper format.

Any objection to an invoice by the client must, in order to be admissible, be communicated to the Company through the appropriate e-mail channel. If the invoice is not contested within such period, or if the client makes payment thereof, even partially, the invoice shall be deemed finally accepted and the client shall be deemed to have waived any right to contest it.

All Orders for Services or Products shall be subject to a minimum invoice value of EUR 25 (twenty-five euros) excluding taxes, including where the value of the Service or Product supplied is lower than this amount.

6.3 Payment

Unless otherwise specified in the Order, payment shall be made within thirty (30) days from the invoice date by bank transfer or direct debit to the payment account indicated on the invoice.

Any other method of payment shall require the Company's prior written consent.

Payment shall be deemed made only when the funds have been effectively received by the Company.

No discount shall be granted for early payment.

Payment of Company invoices by way of set-off shall only be permitted with the Company's prior written consent.

Late payment of all or part of any invoice shall automatically and without prior notice result in the client being liable for late payment interest accruing for each day of delay at a rate equal to the rate applied by the European Central Bank to its most recent refinancing operation, increased by ten (10) percentage points, together with a fixed compensation of EUR 40 to cover collection costs, without prejudice to the Company's right to claim statutory default interest and reimbursement of other collection costs upon presentation of supporting documentation.

Failure by the client to pay even a single invoice when due may, following standard notification and a formal notice remaining ineffective for a period of five (5) days, result in:

- (i) the immediate suspension of the Order concerned and all other current Orders of the client;
- (ii) all amounts due under the relevant Order becoming immediately payable; and/or

(iii) cancellation of the relevant Order at the client's fault, without prejudice to the Company's right to claim damages.

7. Retention of Title

Ownership rights and all other rights, including intellectual property rights and rights of use relating to the results, reports, Products, equipment, materials, software applications and work performed in the course of fulfilling an Order, shall transfer to the client only upon full payment by the client of all sums due under the relevant Order, including principal, interest, penalties and ancillary costs.

Payment shall be deemed made only upon actual receipt of the relevant funds.

Until full payment has been received, the client shall have no ownership rights or rights of use in respect of the results, reports, Products, equipment, materials, software applications or work and shall refrain from any use or exploitation thereof.

Until the Products have been paid for in full, the client shall not resell them or use them as security.

In the event of an attachment or any action by third parties affecting the Products, the client shall immediately inform the Company in order to enable it to protect its rights.

In the event of total or partial non-payment of any invoice, the Products shall, upon the Company's first request, be immediately returned at the client's cost and risk. The Products in the client's possession shall be deemed to be those for which payment remains outstanding.

The client authorises the Company, or any person designated by it, to access its premises and/or operations during normal business hours in order to recover the Products.

In the event that Products subject to the retention-of-title clause are resold, the Company's claim shall automatically attach to the receivable arising from such resale. For this purpose, the client hereby assigns to the Company all receivables arising from the resale of Products for which payment remains outstanding.

8. Intellectual Property

8.1 Unless otherwise expressly agreed in the Order, all intellectual property rights of the Company relating to the Services and Products, including but not limited to patents, studies, design rights, drawings, trademarks, accreditations or certifications, logos, trade names, copyrights, computer programs, software applications, source code, databases, know-how, trade secrets, technologies, methods, ideas, concepts, improvements and enhancements, including those developed during the performance of an Order, shall remain the exclusive property of the Company and shall not be transferred to the client.

The client undertakes not to claim any rights in respect of such intellectual property and not to challenge its validity.

Only ownership of the results shall be transferred to the client, provided that they have been fully paid for.

Notwithstanding such transfer, the Company shall retain the right to keep the results and publish them in anonymous form that does not allow the client to be identified.

8.2 The publication, distribution, public display or reproduction by the client of results, reports or any documents issued by the Company containing its name, logo or other distinctive signs shall only be permitted with the Company's prior express written consent.

The client shall not be authorised to use or reproduce the Company's accreditation marks or certification marks.

In all circumstances, the client shall indemnify and hold harmless the Company against all claims, actions, costs, liabilities, compensation and damages arising from the use, publication, distribution or reproduction of such results and documents, including where such use was previously authorised by the Company.

9. Warranties and Responsibilities

9.1 Orders shall be performed under the supervision and control of the Company and in accordance with applicable professional standards.

The client shall be responsible for verifying the consistency and accuracy of the results at its own expense and risk and, where appropriate, requesting a repeat analysis.

Where any inaccuracy is identified, the client shall immediately inform the Company and shall refrain from using the results.

9.2 The Company does not warrant that the Services and/or Products will enable the client to achieve any specific objective or expected return.

The client bears sole responsibility for the use and exploitation of the results.

9.3 The client shall be responsible for the proper collection, preparation, packaging and safe transportation of the samples.

Unless otherwise agreed, the Company shall not be liable for any damage to samples occurring before their receipt at the Company's laboratories.

9.4 The client represents and warrants that all samples are in a stable and safe condition.

The client shall fully indemnify the Company and its employees for any damages, losses or costs caused by the samples.

9.5 The contractual relationship exists solely between the client and the Company.

No third party shall acquire rights against the Company, and the client shall indemnify the Company against any claims brought by third parties.

10. Limitation of Liability

The Company's liability may only be invoked in the event of proven direct damage resulting from gross negligence or wilful misconduct, provided that the client submits a written claim within six (6) months of becoming aware of the damage.

In all cases, the Company's liability shall be limited to the lower of:

- (i) the amount of the actual damage suffered; or
- (ii) ten (10) times the price of the relevant Order, subject to a maximum cap of EUR 15,000.

The Company shall not be liable for indirect, consequential or special losses, including loss of profits, loss of contracts, loss of customers, loss of business opportunities or damage to reputation.

The client undertakes not to bring claims against the Company's insurers and shall procure the same undertaking from its own insurers.

11. Force Majeure

The Company shall not be liable for any total or partial failure to perform its obligations under these Terms and Conditions or any Order where such failure results from an event of force majeure within the meaning of Article 306 of the Bulgarian Commerce Act and the relevant case law.

In addition to the statutory definition, the Parties agree that the following shall constitute force majeure events relieving the Company from liability: fires, explosions, floods, storms and other natural disasters, pandemics, wars including civil wars, uprisings, invasions, riots, cyberattacks, shortages, difficulties or interruptions in the supply of materials or transportation, accidents affecting production, unusually prolonged certification periods, amendments to or entry into force of new laws or regulations affecting the Order, total or partial strikes and other collective labour actions involving the Company's personnel or that of its suppliers or subcontractors, occupations of factories or premises, administrative acts, refusal or withdrawal of necessary administrative authorisations for reasons beyond the Company's control, and acts of governmental authority.

The Company shall inform the client as soon as reasonably practicable of the occurrence of any such event affecting performance of the Order and may, depending on the circumstances, cancel, suspend or postpone performance of the current Order without the client being entitled to any compensation or to cancel its Order, unless expressly authorised in writing by the Company.

The occurrence of a force majeure event shall not release either Party from its payment obligations under these Terms and Conditions or any Order.

12. Confidentiality

The Company undertakes to treat as confidential any analytical report provided to the client and shall refrain from using or disclosing such report to any third party, regardless of the reason, except where disclosure is necessary to evidence the performance of the Order and the provision of the Services, including for the purposes of collecting payment due, or where required by a competent administrative authority or for the enforcement of a final and binding court decision.

The Company also undertakes to treat as confidential any technical, commercial, financial or other information provided by the client for the purposes of performing an Order, provided that such information has been identified by the client as confidential.

Information obtained or generated during the performance of an Order may be disclosed by the Company, without incurring any liability, as follows:

- (i) to its service providers and/or subcontractors involved in the performance of the Orders, provided that they are subject to strict confidentiality obligations;
- (ii) to accreditation bodies carrying out audits of the Company;
- (iii) to administrative and judicial authorities requesting such information.

The client, in turn, undertakes to treat as confidential all technical, scientific, commercial, financial and other information relating to the Company that becomes known to it in connection with the performance of an Order, including information concerning the Company's intellectual property rights, the composition of the Products and the content of software provided by the Company, until such information enters the public domain other than through a breach of this confidentiality obligation by the client.

13. Personal Data

For the purposes of performing these Terms and Conditions and any Order, the Parties may carry out automated processing of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter the "GDPR").

The Parties undertake to comply with the GDPR and all applicable data protection regulations when processing personal data.

The terms used in this Article shall have the same meaning as those assigned to them under the GDPR.

The client shall be the sole data controller in respect of personal data processed on its behalf, whether such processing is carried out by the client itself or by third parties.

Where the client discloses personal data to the Company, the client shall ensure that the data subjects have been informed of such disclosure and, where required by applicable regulations, that their consent has been obtained. The client shall indemnify and hold harmless the Company against any claims, complaints, actions or proceedings brought by third parties, including data subjects and supervisory authorities, arising from non-compliance with the applicable regulations.

For the management of its relationship with the client, the Company may collect and/or process personal data relating to the client's personnel, representatives, service providers and customers. Such data typically includes identification data (names, telephone numbers, business e-mail addresses and job positions), together with any other information strictly necessary for the processing purposes described below.

Personal data shall be processed by the Company for the purposes of entering into and performing these Terms and Conditions and Orders for Services and/or Products, including management of contractual and commercial relationships, deliveries, invoicing, payment, customer accounting, potential complaints, direct marketing activities and customer satisfaction surveys.

Such processing is based on the necessity for the Company to perform its contractual obligations under these Terms and Conditions and Orders, to comply with applicable legal and regulatory obligations, and on the legitimate interests pursued by the Company.

Personal data shall be accessible only to authorised members of the Company's personnel with a legitimate need to know, as well as to external service providers and subcontractors, where applicable, who are obliged to maintain the confidentiality of the data and to implement appropriate security measures, processing such data solely for the specific purpose for which they have been engaged.

Personal data may also be disclosed where necessary to comply with legal or regulatory obligations or upon request of an administrative or judicial authority.

Personal data shall be retained throughout the duration of the business relationship between the Company and the client and subsequently archived in secure intermediate storage for the applicable statutory retention periods.

In particular, the Company is required by law to retain certain information for up to ten (10) years following the end of the business relationship for accounting and tax purposes.

At the end of the applicable retention period, the data shall be permanently erased, except where anonymisation is carried out for statistical and research purposes.

Where personal data is transferred outside the European Union and the European Economic Area, appropriate transfer mechanisms recognised under the GDPR shall be implemented.

Data subjects whose personal data is processed by the Company shall, upon proof of identity, be entitled to exercise their rights of access, rectification, erasure, restriction of processing, objection and data portability in accordance with applicable regulations.

All requests should be sent by e-mail to:

fr_rgpd@eurofins.com

or by postal mail to the registered office of the Company.

PROCESSING – Where the Company processes personal data on behalf of and under the instructions of the client, a separate data processing agreement shall be concluded setting out the respective obligations of the client and the Company concerning such processing.

14. Economic Sanctions

14.1 Definitions

For the purposes of this Article:

- **"Economic Sanctions"** means all economic sanctions, restrictive measures or trade embargoes adopted by the United Nations Security Council, the European Union, the United States of America or any other sovereign state.
- **"Economic Sanctions Laws"** means all laws, regulations or decisions imposing or implementing Economic Sanctions.

14.2 Client Undertakings

The client undertakes and warrants that, throughout the duration of its contractual relationship with the Company:

- The client is not and shall not become subject to any Economic Sanctions.
- To the best of its knowledge, the client is not and shall not be owned or controlled by a person subject to Economic Sanctions.
- The client complies with and shall continue to comply with all Economic Sanctions Laws.

Without limiting the foregoing, the client undertakes:

- (i) not to export, re-export, transfer, divert or otherwise provide the Services, Products or any other services in breach of any Economic Sanctions Law;
- (ii) not to act as an intermediary, financier or facilitator in any transaction that would violate any Economic Sanctions Law.

- The client is not a party to any proceedings and is not under investigation by any authority for any alleged violation of Economic Sanctions Laws.

14.3 Indemnification

The client shall indemnify and hold harmless the Company, its affiliated companies (including subsidiaries, holding companies and parent companies), as well as its personnel, agents and representatives, against all losses, liabilities, damages, penalties, costs (including, without limitation, legal costs) and expenses incurred or paid by the Company arising from the client's breach of its obligations under Article 14.2.

14.4 Remedies

If the Company determines that the client has breached or failed to comply with this Article 14, the Company may, without prejudice to its right to seek damages:

- Suspend performance of all current Orders, in whole or in part, until the client is legally able to resume performance of the Orders; and/or
- Initiate discussions with the client regarding possible amendments to current Orders to ensure compliance with Economic Sanctions Laws; and/or
- Notify the client of the immediate termination of all or part of an Order.

The client shall not be entitled to any compensation whatsoever as a result of the implementation of any of the measures provided for in this Article 14.4.

15. Governing Law and Dispute Resolution

These Terms and Conditions, all Orders and, more generally, the contractual relationship between the Parties shall be governed by and construed in accordance with the laws of Bulgaria, excluding any conflict-of-laws rules and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The Parties agree that any dispute arising from or relating to these Terms and Conditions or any Order, including disputes concerning their validity, formation, interpretation, performance, termination and the consequences thereof, shall first be submitted to mediation before any court proceedings are initiated.

This requirement shall not apply to urgent proceedings, interim measures, ex parte applications or proceedings involving third parties, which may be brought directly before the competent court having jurisdiction over the district where the Company has its registered office.

The Party wishing to initiate mediation shall notify the other Party by registered mail with acknowledgment of receipt and shall propose the name of a qualified mediator.

The other Party shall have eight (8) days to object to the proposed mediator. Failing such objection, the proposed mediator shall be deemed accepted.

In the event of disagreement regarding the choice of mediator, either Party may request the appointment of a mediator by the President of the competent Commercial Court having jurisdiction over the district of the Company's registered office.

The mediator's fees and expenses shall be borne equally by the Parties.

If no settlement is reached within two (2) months from the date the dispute is referred to the mediator, either Party may initiate legal proceedings before the competent court in the district of the Company's registered office, which shall have exclusive jurisdiction, notwithstanding multiple defendants, interim proceedings or third-party proceedings.

Any action brought by the client under these Terms and Conditions or any Order must be commenced within one (1) year in order to be admissible.

16. Miscellaneous Provisions

16.1 Code of Ethics

The Company is committed to maintaining high ethical standards in the conduct of its business activities. These standards are set out in the Eurofins Group Code of Ethics.

16.2 Severability

If any provision of these Terms and Conditions or any Order is held to be invalid or unenforceable, the Parties shall consult in good faith to agree upon a replacement provision that most closely reflects the economic purpose and intent of the invalid provision.

All remaining provisions shall remain in full force and effect unless these Terms and Conditions and the relevant Order become devoid of purpose or impossible to perform.

16.3 No Waiver

No tolerance, irrespective of its nature, extent, duration or frequency, shall be deemed to create any right whatsoever or to constitute a waiver of any provision of these Terms and Conditions or any Order.

Each Party reserves the right to require strict compliance with such provisions at any time, including retrospectively.

16.4 Language

The original version of these Terms and Conditions is drafted in the Bulgarian language and shall prevail over any other version or translation into another language.

16.5 Notices

All notices between the Parties shall be sent by registered mail with acknowledgment of receipt to the registered office address of the receiving Party.

All applicable periods shall commence on the date of the first attempted delivery of such notice.

16.6 Non-Solicitation of Employees

The client undertakes not to hire, solicit, engage or otherwise employ, directly or indirectly through any intermediary, any employee of the Company who has participated in or worked on the performance of an Order, for a period of two (2) years following the termination of the contractual relationship relating to that Order.

The Company may, on a case-by-case basis and by prior express written agreement, release the client from this obligation.