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I. Definitions

In these General Terms and Conditions of Service, the following terms shall have the meaning hereinafter assigned to them.

Sample/s: the sample and/or material delivered by the Client to EF-LBS for examination /analysis.

Client: the party who places an Order to EF-LBS in order to conclude a service contract with EF-LBS

Contract: the contract for the provision of services agreed between EF-LBS and the Client and subject to these Terms and Conditions

EF-LBS: Eurofins Lab Solution S.r.l.

ES: Eurofins Scientific

Order Template: The default EF-LBS order form.

Order: the request that the Client addresses to EF-LBS through the Order Model or otherwise, aimed to use the services offered by EF-LBS

Parties: collectively EF-LBS and the Client

Sampling Plan: The plan that specifies which samples of which raw materials and finished products should be analysed by EF-LBS.

Price: the rate for the services rendered by EF-LBS to the Client and subject of the Contract.

Test Report/s: Document containing the results, as well as any interpretation, evaluation, advice, and conclusions of the analyses commissioned to EF-LBS by the Client.

Terms and Conditions: these general terms and conditions of service provision contract

II. General principles

- I.1. All Contracts between EF-LBS and Clients are governed by these Terms and Conditions
- I.2. A Contract subjected to these Terms and Conditions is deemed to have been concluded when an Order is accepted by EF-LBS. An Order is considered as accepted by EF-LBS if (a) the lab starts to execute that Order, or (b) the lab confirms the Order in writing.
- I.3. Each Order is irrevocable and constitutes a contractual proposal of the Client and, therefore, will be binding for ES only if and insofar as accepted by the same in the manner referred to in article 2.2 above). Each Order accepted by ES will be considered as an autonomous and separate Contract.
- I.4. EF-LBS reserves the right to modify these Terms and Conditions in time. The Terms and Conditions in force at the time of transmission of the Order are applicable to each Contract.
- I.5. The present Terms and Conditions supersede any prior agreement, whether verbally or in writing, that may have occurred between the Parties and supersede any conflicting or incompatible provisions that may be contained in subsequent agreements between the Parties, unless expressly provided in writing for a derogation from these Terms and Conditions. In any case, no modification, waiver or alteration of these Terms and Conditions is binding on EF-LBS, unless expressly approved by EF-LBS. Any general conditions of purchase of the Client are not accepted and in any case are waived in favor of these Terms and Conditions.

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II. Order transmission

- II.1. The Order must be sent to EF-LBS by mail or fax or e-mail on the Client's letterhead, or by signing the EF-LBS quotation for acceptance or by using the Order Form, in paper or electronic form. Telephone Orders will be considered valid only if confirmed by the Client through the Order Model or in writing, by post or fax or by e-mail.
- II.2. The conditions of the Contract that are not specified in these Terms and Conditions (by way of example, the Price) are defined in the reference quotation that must be accepted by the Client. They shall be valid and binding for EF-LBS, in any case, only if accepted by EF-LBS in accordance with Article 2.2) above. It is stated that particular terms and conditions applied to previous Orders, including Prices, will not be applied automatically to subsequent Orders.
- II.3. Any terms and conditions transmitted by the Client to EF-LBS separately from the Order will be invalid and invalid, unless specifically approved in writing by EF-LBS.
- II.4. Any clause or condition inserted by the Client in the Order or otherwise transmitted to EF-LBS that is incompatible or otherwise inconsistent with these Terms and Conditions shall be void and effective unless specifically approved in writing by EF-LBS.

III. Prices and terms of payment

- III.1. Prices are exclusive of VAT and all other taxes, duties and customs.
- III.2. Unless otherwise agreed in writing by the Parties, payment of the Price shall be made no later than thirty (30) days from the date of issue of the relevant invoice. Any objection to the invoice must be notified to EF-LBS no later than thirty (30) days after the invoice is issued.
- III.3. EF-LBS has the right to cease the execution of the Order at any time, or to cease any activity carried out in favour of the Client if the latter is more than 15 (fifteen) days late in payment of the Price or any other payment due to EF-LBS, regardless of whether it's related to that Order or not.

IV. Delivery of Samples to EF-LBS

- IV.1. Unless otherwise stated in writing on the Analysis Reports, the sampling activity is carried out by the Client under his responsibility.
- IV.2. Unless otherwise agreed in writing by the Parties, the costs of transport and packaging of the Samples shall be borne in full by the Client.
- IV.3. The Samples must be delivered to EF-LBS in such conditions as to allow the smooth performance of the requested services. EF-LBS is entitled to carry out a preliminary examination of the Samples to verify their condition before testing them.
- IV.4. Where the results of the preliminary examination reveal the impossibility of carrying out the required analyses, or if this is only possible under more severe conditions than expected - for example because the Samples have been polluted or mixed with foreign material or substances, or if they have degraded, without that this has been previously communicated by the Client - EF-LBS will be entitled, to its unquestionable judgment, not to perform the activities giving written notice to the Client.

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IV.5. The Client warrants that no sample is liable to constitute a hazard to EF-LBS. The Client is responsible for the compliance of the Samples with the legislation in force in Italy on hazardous waste, as well as to inform EF-LBS about any health and safety risks related to the Samples. The Client undertakes to indemnify and keep EF-LBS completely free from any damages and liability to third parties in which EF-LBS or its personnel may incur because of the Samples. The expenses and costs related to the disposal of hazardous waste from the Sample are fully borne by the Client.

IV.6. Unless otherwise agreed in writing by the Parties, the Client is responsible for the proper delivery of the Samples to EF-LBS. In any case, EF-LBS assumes no responsibility for any loss or damage of the Samples occurred during their transport. The Client shall be responsible at all times for the safety, packaging and suitable insurance coverage of the Sample during transport, and for the transport-delivery itself.

IV.7. If requested by EF-LBS, the Client is obliged to communicate to EF-LBS the exact chemical composition of the Samples. In any case, the Client is obliged to inform EF-LBS in writing before shipment and to label on the packaging, on the Samples and/or on the container clearly the fact that the transmitted samples are dangerous and/or toxic.

IV.8. The quantity of material unfit for the tests may cause the laboratory to refuse the tests or, with the agreement of the Client, to indicate indicative results in the test report, which results in small quantities of material. The standards and methods applied are indicated in the price list/quotation. The Technical Directorate reserves the right, in case of lack of specific indications, to apply the most suitable method or standard to the sample under test or analysis.

V.9. EF-LBS reserves the right to subcontract the tests to other laboratories qualified by it in the event of temporary impossibility of carrying out the required tests.

V. Storage and Disposal of Samples

V.1. Unless otherwise agreed in writing by the Parties, EF-LBS shall be entitled to dispose of or destroy Samples immediately after analysis, without any prior obligation communication. Any costs of disposal or destruction of the Samples are fully load of Client analysis.

The residual material from the tests will be kept by the laboratory for a period of 1 month; for materials subject to expert opinion and investigation of causes of defects the storage period will be 12 months. After the storage period the laboratory will dispose of the above material.

V.2. The Test Report is the property of the Client who is obliged to withdraw it. Eurofins Lab Solution does not perform material sampling and is not responsible in terms of "Warranty of the Producer" as far as they contained.

VI. Delivery dates, response times

VI.1. If agreed, the delivery dates of the Trial Reports and other services are estimated and indicative and therefore do not constitute a mandatory obligation on EF-LBS. In particular, the delivery of a Trial Report or other services within 30 (thirty) days following the estimated delivery date shall not be deemed to have been delayed.

VI.2. Unless otherwise agreed and formalized, the Trial Reports are sent to the Client by courier with expenses by the Client. In case of non-delivery EF-LBS is not required to store the same

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VII. Rights to Test Reports

- VII.1. Unless otherwise agreed in writing by the Parties, EF-LBS reserves the right to store, use and publish the Analysis Reports in an anonymous form that does not identify the Client.
- VII.2. The non-conforming copy of the Test Reports is kept for a period of 10 years on computer support. The worksheet with the raw data obtained during the execution of the tests, are stored for 48 months from the date of issue of the Test Report
- VII.3. The test results refer only to the samples examined and cannot be reported. to the entire batch/batch of production they want to represent
- VII.3. In case of a declaration of conformity, the laboratory shall use the simple acceptance rule (referring to clause 4.2.1 of ILAC-G8:09/2019), where the Guard Band (W), based on the extended uncertainty (U), is 0; this means that the conformity judgment is expressed without applying the extended uncertainty and therefore with a maximum probability level of 50% to formulate a wrong decision. The decision rules are documented on our company website on the page <http://www.lab-solution.it/accreditation/>.

VIII. Limited Warranty and Liability

- VIII.1. Orders are executed with the technologies and methodologies available and generally used by EF-LBS. The tests may be carried out with methods subject to accreditation by Accredia or other accreditation bodies, if the Client requests or vice versa does not want the execution of the tests in accreditation, must indicate it in the order or agree with EF-LBS. The tests subject to accreditation by Accredia are regulated by a special agreement signed between EF-LBS and Accredia. more details are reported on the Accredia portal at the following address: <http://www.lab-solution.it/accreditation/>. Test reports shall be drawn up and prepared with a reasonable and usual level of accuracy in sector; nevertheless, EF-LBS cannot guarantee the absolute certainty of the correctness of the Test Reports. The Client is therefore obliged to carefully evaluate the data of the Test Reports to rely (at your own risk) on them. This limited warranty lasts for six months after the date of delivery of the Trial Reports, unless otherwise provided agreed in writing by the Parties.
- VIII.2. Each Analysis Report concerns only the Samples analyzed by EF-LBS. If EF-LBS has not been expressly requested and paid for the definition of the Sampling Plan and the definition of the exact type of analysis to be performed or if the Client has not followed the recommendations of EF-LBS, EF-LBS assumes no responsibility if the Sampling Plan and/or the type of analysis to be performed are insufficient or inappropriate.
- VIII.3. Any form of warranty relating to the Analysis Reports and/or other services provided by EF-LBS is expressly excluded unless and without limitation provided by the law applicable to these Terms and Conditions.
- VIII.4. The laboratory is accredited by Accredia (accreditation no. 00890). The accreditation attests the technical competence of the personnel, the use of adequate instrumentation, the impartiality of the personnel involved in the tests, the confidentiality at any time of all confidential information, including client information, and more generally the compliance of the organization with management and technical requirements provided by the standard UNI CEI EN ISO/IEC 17025. The loan agreements recognition and/or reciprocity stipulated by ACCREDIA with similar bodies in other countries. ensure international recognition of test results issued by accredited laboratories.

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IX. Limitations of liability

- IX.1. EF-LBS shall be liable to the Client only for any direct and immediate damages caused by intent or gross negligence.
- IX.2. In no case will EF-LBS be liable to the Client, contractually or non-contractual or for any other reason, for damages caused with slight negligence and/ or indirect damages, damages resulting from non-use or downtime; loss of profit; image damage; damage from loss of chances; etc.
- IX.3. In any event, any liability of EF-LBS will be limited to the lesser of: (i) the direct and immediate damage caused by EF-LBS during the execution of an Order and (ii) an amount equal to 10 (ten) times the value of the test or reference test, after VAT and other taxes.

X. Re-tests

Any dispute about the results of the analysis must be made in writing to EF-LBS no later than thirty (30) days after receipt of the Analysis Reports. In any case, except in cases where the results of the re-tests differ significantly from the results of the original analyses, the Client will have to bear the costs of the repeated analyses, or the additional verification work required. In addition, an analysis may be repeated only on condition that EF-LBS has sufficient quantities of the original sample at its disposal when receiving the Client's complaint. Otherwise, the Client will have to bear all additional costs, including sampling, transport, analysis, and the costs of disposing of the Samples, necessary for carrying out the repeated analyses.

XI. Force majeure

EF-LBS is not liable for delays, errors, damages, or other inconveniences caused by unforeseeable events or circumstances or beyond the reasonable control of EF-LBS, or imposed by laws, regulations, or government orders.

XII. Confidentiality and processing of Client data

- XII.1. EF-LBS will make all commercially reasonable efforts to maintain the confidentiality of the data contained in Test Reports.
- XII.2. Test Reports are prepared and transmitted for the exclusive use of the Client and must not be disclosed to third parties for any reason without the prior written agreement of EF-LBS. In addition, the Client undertakes to keep confidential, unless EF-LBS expressly consents in writing, the Test Reports as well as all services and software provided by EF-LBS to the Client. Even if EF-LBS has given its written consent, in any case, the Client is still responsible for any consequence of the disclosure of the Analysis Reports, and for any reliance that third parties have made on them.
- XII.3. With reference to clause 4.2.2 of UNI EN ISO 17025, if EF-LBS is required by law or contract to disclose confidential information, EF-LBS will systematically inform the customer or the individual concerned about the information provided, unless this is prohibited by law.

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XIII. Information on personal data

- XIII.1. The personal data voluntarily provided by the Client will be processed by EF-LBS through manual and electronic systems for administrative, fiscal, commercial and legal purposes, taking appropriate measures to ensure their security and confidentiality, in compliance with EU Regulation 679/2016 ("GDPR" or "Data Protection Legislation")"
- XIII.2. EF-LBS declares that it has fulfilled all statutory requirements regarding the privacy regulations referred to in Legislative Decree no. 196/03 and subsequent amendments, to have complied with the notice to the Guarantor for confidentiality, and to have established effective systems for the processing, storage, protection and destruction of the data in its possession.
- XIII.3. The Client enjoys all rights according to the D.lgs. cited, and the legislation in force in Italy at the time of acceptance of our services and can access at any time to their personal data and oppose their use (art. 7 and 8 of the Code) by contacting the following contact details. Titular processing of personal data is Eurofins Lab Solution S.r.l., registered office in Via Tevere 37 Fino Mornasco (CO).

XIV. Applicable law and place of jurisdiction

- XIV.1. The law applicable to the Contract is the Italian law.
- XIV.2. Any dispute relating to the application, execution, interpretation, and violation of the Contract is subject to Italian jurisdiction, and will be the exclusive jurisdiction of the Court of Como

Place, date.

Signature for Eurofins Scientific Italia S.r.l.

Signature for the Client

(_____)

(_____)

Pursuant to and for the purposes of Art. 1341, paragraph 2, and 1342 c.c. EF-LBS and the Client declare that they have read and expressly accept the clauses referred to in the articles.

- 4 (Price and payment terms)
- 5 (Delivery of Samples to EF-LBS)
- 7 (Delivery dates, response times)
- 9 (Limited warranty and liability)
- 10 (Limitation of liability)
- 12 (Force majeure)
- 13 (Confidentiality and processing of sensitive data)
- 15 (Applicable law and place of jurisdiction)

Signature for Eurofins Scientific Italia S.r.l.

Signature for the Client

(_____)

(_____)



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Annex A: Material required for testing and sampling.

The following table is given for the amount of material available for testing:

Tests on yarn	Tests on 1 or at least 100 m yarn
Physical tests	20 cm full height for abrasion testing
	50 cm in full height for tearing, traction, pilling, areal mass tests
	70 cm in full height for tests of resistance to slippage of seams, determination of titles, twists and quilting
Chemical tests	50 grams
Dimensional stability tests	60 cm full height
Colourfastness Tests	20 cm full height (for fabrics) or at least 50 meters of yarn
Fire reaction tests	50 cm full height for 16 CFR 1610 or TB 117
	2 meters in full height for tests on furniture materials (except radiant panel for which 3.5 m are needed).

As regards the sampling rules, it is important to inform the Client of the following measures:

Physical tests	The physical test specimens must be intact or contain no tears, holes or distortion of the yarns. No manipulated areas should be present as they may differ from intact adjacent areas.
	The physical tests must be carried out on undamaged areas of material and therefore the sample for the laboratory may not be taken by tearing but only by a properly cut.
	Physical resistance tests such as: seams, pull-ups and lacerations can only be performed on orthogonal fabrics and not on elastic or knitted fabrics.
Dimensional stability tests	The references taken for the tests must be intact, not containing any written material and sampled from a section of tissue which has not undergone finishing operations, other than those intended to produce the tissue under current working conditions.
Colourfastness tests	Areas of fabric containing all the colours and/or weaves contained in the complete product shall be removed. The aliquots of each colour submitted shall be sufficient to perform all the required strength tests.
Chemical tests	Areas of fabric containing all the colours and/or weaves contained in the complete product shall be removed. The aliquots of each colour submitted shall be sufficient to carry out all the required chemical tests.
	For free and hydrolysed formaldehyde determination tests it is important that the sample is properly stored or wrapped in a foil wrapped in cellophane foil to avoid losses of analytes by evaporation.