

General Terms & Conditions of Sale (Ireland)

1. Area of Application

1.1 All Orders accepted by Eurofins Environment Testing Ireland Limited or any of its subsidiaries or affiliates (collectively, "EETIL") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EETIL is accepted by EETIL. An order placed with EETIL is considered as accepted by EETIL when (a) EETIL proceeds to fulfil that order, without need for any written confirmation from EETIL or (b) EETIL accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Managing Director of EETIL), employee, agent or subcontractor of EETIL has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EETIL, unless it is in writing and signed by the Managing Director of EETIL.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using EETIL-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and in any event, will be deemed to have placed an order if the customer sends samples to EETIL quoting the customer reference given to it by EETIL. EETIL is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Managing Director of EETIL, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders which have been agreed by EETIL in accordance with these Terms and Conditions, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EETIL will be treated as a separate contract between EETIL and the customer.

2.3 EETIL is entitled to charge management and administrative fees of up to €25.00 in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services. Any analysis service must be paid in full as set out in clause 3, unless it has been cancelled or modified by the customer before the collection of the samples.

2.5 A right to payment will also exist if the customer does not have a stated right to cancel the contract, but the contract (or other laws) entitles EETIL to continue fulfilling the contract and demand payment from the customer under the terms of the contract in the event the customer attempts to terminate the contract.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, EETIL' prices apply "ex works", excluding cost of collection or delivery, which is charged separately. Any additional cost or disbursement (e.g. incurred by EETIL in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Prices are based on the frequency, parameters and quantity of work requested. Any amendments will require a revised quotation.

3.4 Quotations are valid for 30 days from the date of issue unless otherwise stated.

3.5 Unless specifically agreed otherwise by EETIL in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised in writing within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administration fee of €25.00 in respect of EETIL' costs in dealing with such outstanding payment, and also may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.6 Invoices are subject to a minimum invoice charge of €150.00 excluding VAT or other applicable taxes. EETIL has the right to charge an administrative fee of up to €30.00 to re-issue an invoice.

3.7 The payment method is cheque, bank transfer or direct debit. Any other method of payment must receive prior agreement from EETIL. The customer undertakes to provide bank account details where relevant.

3.8 EETIL is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. EETIL is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – EETIL shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by EETIL to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EETIL premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, labelling, transportation and disposal and to inform EETIL personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EETIL premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies EETIL against, all costs, damages, liabilities and injuries that may be caused to or incurred by EETIL or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At EETIL' request, the customer must provide EETIL with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of EETIL to the extent necessary for the performance of the order. Unless the customer pays for storage, EETIL shall have no obligation or liability for samples sent to EETIL for storage, including samples requiring refrigeration. If the customer pays for storage, EETIL will take commercially reasonable steps to store the samples, according to professional practice.

5.2 EETIL can dispose of or destroy samples fourteen days after the certificate of analysis has been issued, unless EETIL and the customer have agreed in writing on the terms of EETIL' retention of the sample. EETIL also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for EETIL arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, EETIL will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EETIL. Nevertheless EETIL shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by post, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by EETIL to the customer will remain with EETIL until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if EETIL has accepted and begun to fulfil an order, EETIL has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EETIL, whether for that or any other order.

7.2 Even after payment in full by the customer, EETIL shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to EETIL in accordance with the current state of technology and methods developed and generally applied by EETIL and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but EETIL cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EETIL, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analysed by EETIL. If EETIL has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed EETIL recommendations, EETIL shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to EETIL for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by EETIL, EETIL accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EETIL. EETIL will use commercially reasonable care in handling and storing samples, but EETIL shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to EETIL that all samples sent to EETIL for analysis are safe and in a stable condition and undertakes to indemnify EETIL for any losses, injuries, claims and costs which EETIL, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform EETIL in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be between exclusively the customer and EETIL. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EETIL harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

8.6 Where EETIL supplies any software to the customer, the customer shall use such software in accordance with the applicable licence terms, instructions and manuals.

9 Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under Irish law and subject at all times to clause 9.2: (a) EETIL (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EETIL partners and affiliates, the "EETIL Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EETIL Indemnifying Party's breach of its obligations under these Terms and Conditions in connection with the performance of an order and then, only if EETIL has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EETIL Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to EETIL' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the EETIL Indemnifying Party's breach of its obligations under these Terms and Conditions in connection with the performance of the order and (ii) ten times the amount EETIL actually received from the customer in relation to the order up to fifty thousand Euro (€50,000).

9.2 The EETIL Indemnifying Parties shall not be liable for any loss of business profits, goodwill or business opportunities (whether direct or indirect) or for any indirect or consequential loss or damage incurred by the customer or by any third party. However, the EETIL Indemnifying Parties only exclude and limit their liability as permitted by applicable law and for the avoidance of doubt the EETIL Indemnifying Parties do not exclude or limit their liability for death or personal injury caused by their proven negligence, or for breach of implied terms under any applicable statute regarding EETIL' right to transfer good title (subject at all times to clause 7).

9.3 It is a condition of EETIL' acceptance of an order that the customer indemnifies EETIL for any losses, injuries, claims and costs which EETIL may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EETIL Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

9.4 Any representation or statement by any EETIL Indemnifying Party as to the potential applications benefits or uses of the analysis contained in the analytical reports provided by EETIL to the customer, are given in good faith but the customer hereby acknowledges to EETIL that prior to placement of the customer's order that the customer has satisfied itself as to the accuracy or otherwise of the representation or statement by the EETIL Indemnifying Parties and that the customer no longer relies upon same.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if EETIL has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

EETIL cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EETIL' reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Confidentiality & Processing of Customer Data

12.1 EETIL shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 EETIL shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to EETIL' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of EETIL. In addition, the customer is required to maintain secrecy concerning all services provided by EETIL and their results as well as the composition of products and software delivered by EETIL. Analysis results are not to be publicly disclosed or exploited without the prior written consent of EETIL. Even if such written consent is given by EETIL, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the EETIL Indemnifying Parties against any liability which the EETIL Indemnifying Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 **EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, ALL CONDITIONS, WARRANTIES AND OTHER TERMS (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EETIL ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EETIL CONTAINED IN THESE TERMS AND CONDITIONS ARE EXHAUSTIVE.**

13.2 These Terms and Conditions may be modified in writing from time to time by EETIL and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EETIL accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EETIL or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

13.5 Except as expressly set out in these Terms and Conditions, a person who is not a party to this contract shall not have any rights under or in connection with it.

14. Economic Sanctions

14.1 The customer warrants that for the term of these Terms and Conditions, in relation to any economic and trade Sanctions imposed by the United Nations, the European Union, the United States of America or any other country, that:

- a) it is not the target of any Economic Sanctions;
- b) to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions;
- c) it shall comply with all Economic Sanctions Laws. Without limiting the generality of the foregoing, the customer shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the services or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law;
- d) it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law.

14.2 The customer shall indemnify EETIL against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against the customer as a result of any breach of clause 14.1 by the customer.

14.3 Without affecting any other right or remedy available to it, EETIL may terminate this Agreement with immediate effect by giving written notice to the customer if the customer commits a breach of clause 14.1, and the customer shall not be entitled to claim compensation or any further remuneration.

For the purpose of this clause:

- 1) Economic Sanctions means any economic Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.
- 2) Economic Sanctions Law means any law, regulation or decision enacting Economic Sanctions.

15. Governing Law/Jurisdiction

15.1 The construction, validity and performance of these Terms and Conditions and any contract which incorporates these Terms and Conditions shall be governed by the laws and the commercial courts of Ireland which shall have exclusive jurisdiction.