
 <b>Environ-Lab</b>	<p style="text-align: center;">General terms and conditions of sale, information, use of the accredia mark, and privacy policy</p>	<p style="text-align: center;">MD 0504 Rev 00 del 07/04/2026</p>
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**Update 07/04/2026**

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## 0. Introduction

These General Terms and Conditions apply between the parties to the contract (hereinafter referred to as "Contract") as set out below :  
 "Eurofins Environ-Lab" or "Laboratory": the company Eurofins Environ-Lab S.r.l. with head office in Corteolona e Genzone, Via Don Bosco 3, fiscal code and VAT n. 02570940185, as the party in charge of providing the service.

"Customer": the legal entity, public or private, that requires Eurofins Environ-Lab to provide services among those offered by the Laboratory;

"Parties": Eurofins Environ-Lab and the Customer.

Le presenti condizioni generali di fornitura si applicano tra Eurofins Environ-Lab and the Customer, subject to any special conditions agreed in writing between the Parties. The acceptance of the offer by the Customer implies compliance with the present terms and conditions of supply. The offer and these conditions of supply are however accepted in all its parts by the Customer at the time of delivery or sending of samples to the Laboratory.

Any clause affixed by the Customer, further and/or different from what is indicated in the order and/or in these general conditions will be ineffective, unless accepted in writing by Eurofins Environ-Lab before sending the samples.

### 0.1 Information on the meaning of accreditation and use of the ACCREDIA trademark

The laboratory of analysis Eurofins Environ-Lab s.r.l is accredited by ACCREDIA with no. 00923. The updated list of test under accreditation can be consulted directly on the ACCREDIA website (<https://www.accredia.it/banche-dati/>) under the heading "Accreditations\Testing Laboratories", by entering the Laboratory number.

SEDE A Eurofins Environ-Lab S.r.l, Via Don Bosco, 3 – 27041 Corteolona e Genzone (PV)

SEDE B Eurofins Environ-Lab S.r.l c/o Istituto di Ricerche Farmacologiche Mario Negri, Via Mario Negri, 2 -20156 Milano (MI)

### Accreditation meaning

In Italy, ACCREDIA is the body that verifies the technical and organizational competence of the laboratories in the execution of tests and/ or calibrations. ACCREDIA accreditation is related to the tests for which the Laboratory has requested and obtained accreditation and for these ensures both the technical competence of the staff, and the adequacy of the equipment and the structure in which they are carried out.

These competences are regularly verified by random checks on the tests subject to accreditation and on the quality management system.

ACCREDIA guarantees that the Laboratory is able to perform the tests subject to accreditation in accordance with the relevant standards or the test methods but cannot be responsible for the results of the tests themselves.

ACCREDIA accreditation only covers the testing and/or calibration activities and the declarations of conformity for the same tests. Therefore, it does not include consulting activities, the expression of opinions and the interpretations based on the results of the tests (unless specifically stated in the list of Accredited tests in the latest revision) and it cannot be used for the product certification. The tests subject to accreditation are indicated in the "Accredited" column of the test. Where not applicable, no indication will appear e.g. test title, sample preparation steps and any calculation results).

The Customer can request an offer without reference to accreditation: this request must be received exclusively in writing.

The lack of the trademark on the offers implies, however, the execution of the accredited activities by the Laboratory, where the accreditation is provided. For further information see § 4.3.

The Customer may consult the agreement between Eurofins Environ-Lab s.r.l and ACCREDIA and the requirements contained in the ACCREDIA documents.


### Use of the trademark

Customers of accredited laboratories cannot use the ACCREDIA trademark in the documentation of a product, nor reporting it on a product. A copy of the test report can be attached. For further information about the use of the trademark and/or other requirements by Customers of Accredited Laboratories, see the Accredia General Regulation "RG-09" available on the website <http://www.accredia.it> in the Documents section.

## 1. Documentation to be attached to samples

In order to comply with the analysis turnaround time, it is essential for us that the samples are accompanied by appropriate documentation which specifies:

- 1.1 the unique name of the samples (as it should appear on the Test Report) and any other information that is important to you for the exact identification of the samples (place of sampling, date, etc.);
- 1.2 the required parameters and/or the reference to the tables indicated in this offer;
- 1.3 copy of the authorization documents you have (if applicable).
- 1.4 Any additional forms sent by us together with this offer, stamped and/or signed.
- 1.5 On the website <https://www.eurofins.it/environmental-analysis-environ-lab/> in the section "Services", under the heading "Info s for sending samples", the forms required to sending samples are available.

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## 2. Delivery, packaging and quantities for sample analysis

The laboratory has the following opening hours for the delivery of samples:  
monday-friday from 8:00 to 13:00 and from 14:00 to 18:00

Samples must be delivered in suitable containers and in sufficient quantity for the type of test to be performed (see Tables 1).

Furthermore, for water matrix samples requiring microbiological parameters or chemical parameters with critical holding times (see holding times in Tables 2–3), it is recommended that delivery to the laboratory be made within a maximum of 24 hours from the time of sampling, in order to ensure the reliability of the results.

If the customer is unable to comply with the above delivery times, they are kindly requested to contact their sales representative in order to arrange sampling by the technical staff of Eurofins Environ-Lab.

Where applicable, if the holding time is not respected, the laboratory undertakes to promptly inform the customer by email. The laboratory will nevertheless proceed with the analyses, unless the customer provides specific instructions to the contrary.

The Customer is obliged to inform the Laboratory of all risks associated with the material to be analysed, identifying the related hazards and indicating the correct procedures for handling the samples (opening, handling, storage, and disposal).


### Declaration of ABSENCE OF ASBESTOS

When accepting the offer or directly during the delivery phase, the samples must be accompanied by a declaration of absence of asbestos in the matrix to be analysed, especially if soils. **Without** such a declaration, the laboratory will **carry out** the analytical determination of asbestos using the SEM technique at a cost of €80/sample.

**Tab. 1: SUMMARY TABLE OF THE MINIMUM SAMPLE QUANTITIES TO BE PROVIDED TO THE LABORATORY FOR ANALYSIS**

Sample type	Analysis type	Minimum quantity needed
Ground water, potable water, waste water Complete analysis with metals, solvents, hydrocarbons, inorganic parameters WITHOUT dioxin determination	Complete analysis with metals, solvents, hydrocarbons, inorganic parameters WITHOUT dioxin determination	2,5 lt – If possible, take 2 aliquots in 40 ml vials for solvents analysis, fill up to the neck
	Complete analysis with dioxin determination	6,5 lt
	Microbiological analysis (Bacterial count, Coliforms, E. Coli, Molds/yeasts, staphylococci, Clostridium)	2 lt– take in sterile bottle (preferably stabilized with thiosulphate)
	Microbiological analysis (Salmonella, Legionella)	1 litro <b>PER PARAMETER</b> – take in sterile bottle
Agricultural sludge, Soil improvers, corrective sludge, compost and fertilizers	Complete analysis without DRI	1 kg
Wastes and compost	Complete analysis with DRI	30 lt
Solid and liquid waste, sludge, FORSU		1 kg
EER 191212 waste various sizes		5 kg
Wastes for compositional analysis in laboratory		10 kg
Soils		1 kg
Absesto Samples with suspected presence of ABSESTO will be accepted by the Laboratory only if contained in HERMETICALLY SEALED containers. Analysis on liquid samples in MOCF	Analysis on liquid samples in MOCF	500 ml
	Analysis on massive samples in IR	50 g  <b>For linoleum, plaster or roofing fragments:</b> Sample size: min 10x3 cm – max 12x5 cm <b>For ballast samples:</b> sample weight: min 10 kg – max 12 kg

Table 1

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**Tab. 2 and 3: SUMMARY TABLE OF THE MAXIMUM TIME BETWEEN SAMPLING AND ANALYSIS (HOLDING TIME) FOR DELIVERING SAMPLES TO THE LABORATORY FOR ANALYSIS.**

Sample type	Parameters	Conditioning	Maximum time between sampling and analysis (Holding time)
Water	Conductivity, pH, Color and Odor	No	24h
Water	Biochemical Oxygen Demand (BOD5)	No	24 h
Water	Total suspended solids, settleable solids	No	24 h
Water	Turbidity	No	24 h
Water	Free available chlorine	No	As soon as possible
Water	Microbiological analysis (bacterial load at 22°C and 36°C, total coliforms, Escherichia coli, enterococci, Legionella, sulfite-reducing anaerobes).	No	24h
Waste Water	Microbiological analysis (Escherichia coli, Acute toxicity test with Daphnia magna (24 hours), Acute toxicity test with Daphnia magna (48 hours))	No	24h

Table 2

In Table 3, the parameters are listed with a maximum time between sampling and analysis (holding time) of 24 hours. It is possible to stabilize the sample using acids or bases in order to extend the holding time.

Sample type	Parameters	Maximum time between sampling and analysis (Holding time)
Water	Ammonium/ammoniacal nitrogen as N-NH4+/ Total nitrogen	Stabilization with H <sub>2</sub> SO <sub>4</sub> : 1 mL of 1:1 acid per liter.
Water	Chemical Oxygen Demand (COD)	Stabilization with H <sub>2</sub> SO <sub>4</sub> : 1 mL of 1:1 acid per liter.
Water	Animal and vegetable oils and fats	Stabilization with H <sub>2</sub> SO <sub>4</sub> : 1 mL of 1:1 acid per liter.
Water	Total hydrocarbons	Stabilization with H <sub>2</sub> SO <sub>4</sub> : 1 mL of 1:1 acid per liter.

Table C

On the website <https://www.eurofins.it/environmental-analysis-environ-lab/>, the complete list is available under the "FORMS" section \ Form - Information on quantity, method, and storage time / containing all the necessary information on suitable containers, quantities, and holding time (the maximum time elapsed between sampling and analysis).

### 3. Delivery of results


The following table shows the average analysis turnaround time for each matrix to be tested from the start of the analysis.

"Start of analysis" means the start of the analysis on the sample, within the maximum time allowed by the test methods to be carried out in depending on the matrix of the sample, without prejudice to the burden of Eurofins Environ-Lab to ensure in the meantime appropriate conservation.

The Laboratory is not responsible for any delays or non-compliance in the delivery of samples due toto post offices and/or carriers and does not carry out any checks on their work.

Unless otherwise specified, the original test reports (RDP) will be sent within 2 days..

The test reports will be written in Italian. If the Customer needs to receive them in English, Eurofins Environ-Lab will provide a quotation for this additional service.

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### 3.1 Urgencies

For any urgency of intervention (daytime/overnight/weekday/holiday) and/or delivery of the results other than those shown in the table below, surcharges will be applied on the total price (see point 9: Billing costs)

#### Contacts:

**Taking into account the applicable technical times, urgencies must be previously agreed** with the Laboratory Manager or with the Laboratory Supervisor (Dr. Nicola Gasparini, at n. al n. 0382 969696 interno 219 cell. 3285332440 )

### 3.2 Average analysis turnaround time


Type of analysis	Working days	Notes without the determination of dioxins
Water (waste, potable, groundwater)	9	without dioxins determination
	12	with determination of dioxins if required at the same time as other analyses
Wastes	9	
	30	Ecotoxicity test
Emissions, workplace chemical exposure, ambient air quality, biogas	13	
	21	with additional determination of dioxins, if required together with other analyses
Agricultural sludge, Soil improvers, corrective sludge, compost and fertilizers	8	
	28	If required also the germination/growth test
Biofuels and Solid Secondary Fuels (SSF)	9	
Agricultural soils (up to 20 samples)	7	Over 20 samples, timing to be agreed
Soils	6	without dioxins determination
	10	with determination of dioxins
Indagini fisiche (Rumore, vibrazioni, CEM)	20	

## 4. Responsibility on the results

Any activity, procedure and/or method expected and/or required for the creation, constitution or identification of the sample is defined as "sampling activity" and, unless otherwise formally agreed, is meant as performed and carried out by and under the responsibility of the Customer. The Laboratory is only responsible for the analytical results relating to the samples under analysis and, except for direct and immediate damage caused by intent or gross negligence (which have been reported in writing to Eurofins Environ-Lab no later than 6 months after discovery), the Customer acknowledges that Eurofins Environ-Lab will not be responsible for the results of the reports submitted to the Customer, and for any resulting consequences. The Laboratory is not responsible for any damage caused to the Customer or to third parties by the use of the test results, nor for delays in the delivery of test results due to force majeure, nor for damage caused with slight negligence and/or indirect damage. In addition, the Laboratory is not responsible for any statements made by the Customer about the sample under test.

The results provided by the Laboratory are issued on the basis of information, documents and/or samples provided by the Customer, or on his behalf, and therefore, the Laboratory is not responsible for any inaccurate result due to incomplete or incorrect information provided by the Customer or by persons connected to him. The Laboratory is not responsible for delays or failure to perform the requested service if the Customer fails to comply with its obligations.

Eurofins Environ-Lab can provide, under specific request of the Customer, information on sampling and transport of samples by providing an uncontrolled copy of the specific procedure and the registration forms. For microbiological analyses, Eurofins Environ-Lab can **supply sterile containers at the customer's specific request** in order to avoid external contamination that may affect the test results. That said, Eurofins Environ-Lab is not liable if the Customer does not comply with the instructions/information/suggestions provided by the Laboratory.

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#### 4.1 Results from subcontracting of analysis to other laboratories

In the case of subcontracting, the Laboratory is responsible to the Customer for the subcontracted service, except where the Customer or the legislative authority specifies which subcontractor should be employed. On documents sent to the customer, the laboratory identifies the subcontracted tests in the following way:

(S) = The tests tagged with this mark next to the parameter are subcontracted.

#### 4.2 Declarations of conformity/non-conformity, opinions and interpretations

The laboratory, **usually**, issues declarations of **conformity**/non-conformity, where applicable, for the tests subject to accreditation.

If specifically requested by the Customer, or if a declaration of conformity is required according to the purpose for which the analytical service is requested (e.g. waste for recovery/ waste for disposal) the Laboratory makes conformity/non-conformity judgments with respect to requirements, specifications or limits based on these assumptions:

- ✓ the laboratory follows the mandatory procedures provided
- ✓ where the mandatory references refer to methods for which the uncertainty is established or known on the basis of the prescriptive criteria of the test methods to be used, the laboratory issue the conformity declaration without taking into account the measurement uncertainty.

In the case of specific requests for declarations, the Customer must inform the laboratory in advance.

If requested, opinions and interpretations other than declarations of conformity will be reported on a separate document from the Test Report.

#### 4.3 Test Report Layout

The Labor must issue a test report using the accreditation trademark, as indicated by the Accredia regulation, when:

- 1) at least one accredited test is contained in the Test Report;
- 2) the results under accreditation are issued in an area where accreditation is mandatory by law or is contractually provided for;
- 3) Test Reports must be submitted or transmitted to third parties (public or authorities);
- 4) there are no impediments resulting from mandatory requirements;

The Customer may request the issuance of Test Reports without the Accredia Trademark (and consequently not covered by the EA, IAF, ILAC mutual recognition agreements) only after explicit legal or written agreement with the Laboratory, as long as this request does not conflict with the requirements set out above in points 2),3) and 4).

The laboratory assumes no civil or criminal liability for inappropriate use of the test report if the client fails to comply with the above conditions.

The communication to the laboratory can take place:

- by email to the reference sales agent.
- by filling in correctly the last page of this offer, that is the "offer acceptance form"
- explicitly stating the request on your order (only if NOT using our "offer acceptance form")

#### 5. Sampling by the Customer

If the sampling is carried out by the Customer, the Laboratory is not liable for the packaging, transport and delivery of the sample

The sample must be transported in a way that does not cause any alteration yjat could to affect the analytical result (e.g. changes in temperature, atmospheric agents, chemicals, etc.).

The analysis carried out by the Laboratory will therefore be performed with exclusive reference to the conditions of the sample detected at the time of delivery.


If the sampling is carried out directly by the Customer and delivered/sent to the Laboratory, the Customer himself will consider the sample to be significant for analytical purposes. At the express request of the Costumer the Laboratory can supply the equipment and procedures required to carry out the sampling.

Said this, the Laboratory undertakes to notify the Customer in the event of any anomalies/discrepancies/alterations found on the sample delivered/sent to the Laboratory.

#### 6. Sampling by Eurofins Environ-Lab technical staff

If it is agreed with the Customer the on-site sampling by Eurofins Environ-Lab technicians, the times of intervention will be determined upon receipt of the order and in consideration of the extent of the work to be performed.

In this case, if there will be any Complaints (as defined below) submitted by the Customer and considered well-founded by the Laboratory, Eurofins Environ-Lab will undertake to repeat the assignment's analysis. In case of collection of a sampling performed by the Customer, the Laboratory ensures that the transport takes place under conditions that ensure the preservation of the chemical, physical and microbiological characteristics that the sample had at the moment of its taking over.

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### 6.1 Charges borne by the Customer in case of sampling carried out by Eurofins Environ-lab technicians

In case of on-site sampling by the Laboratory technicians, the following burdens remain to be borne by the Customer:

- 6.1.1 Supply of electricity at the sampling or collection point and construction of temporary structures that may be necessary (mobile or fixed scaffolding, walkways, etc.) or the provision of any mobile scaffolding (aerial ladders, overhead cranes, etc.), both to reach the points where to carry out the sampling, and to carry out the sampling in safe conditions pursuant to Legislative Decree no. 81/08. In the event of adverse weather conditions, the dates of the samplings may be subject to changes that will be agreed between the Parties.
- 6.1.2 In the case of emission sampling, the creation of the sampling hole in each duct for the introduction of the probe in accordance with current regulations. Please note that in the case of sampling for the verification of authorization limits, the plants linked to the respective emissions must be up to speed. In the case of inaction by our staff for causes not attributable to them, a fee of € 400/person/day will be applied.
- 6.1.3 It's required the presence of a contact person to show our technicians the sampling points and to provide the necessary indications for the
- 6.1.4 In the case of continuous sampling during night and day hours, the equipment must be installed in a covered area and protected from theft and/or damage. In the event of theft or damage (even partial and/or minor) of the equipment, You will be charged in the invoice for the repair and/or purchase costs, except the right by the Laboratory to claim additional damages.
- 6.1.5 In case of interruption of sampling due to causes not attributable to us (plant stop, power failure, etc.) you will be charged the additional costs of rental and transfer of our technicians according to our price list.

### 6.2 Customer assistance in case of sampling carried out by Eurofins Environ-lab s.r.l.

During the sampling days, the Customer shall supply all the technical and logistical assistance necessary to carry out the sampling, as well as free access by the Laboratory Technicians to the sampling areas. The Laboratory Technicians were trained specifically on the most suitable sampling techniques according to the type of matrix to be sampled, as well as on the normal precautions in the fields of health protection and safety at work. They are also equipped with all the necessary devices for a correct sampling.

### 6.3 Safety during sampling by Eurofins Environ-lab s.r.l.

In case of acceptance of our proposal, and before the beginning of the activity, in compliance with the obligations provided for by art. 26 of D.lgs. 81/08, the Customer must provide the Laboratory with all the information relating to the specific risks existing in the sampling area and the prevention and safety restrictions taken in relation to the Customer's activity. Furthermore, is required, in reference to art. 26 of D.lgs. 81/08, the risk assessment document indicating the measures taken to eliminate interference. Please note that compliance with the requirements imposed by art. 26 of D.lgs. 81/08 and s.m.i. is an essential condition for the performance of our activities at your company.

In order to ensure compliance with safety regulations, reference is made to the structural and functional characteristics required according to Legislative Decree 81/2008 and s.m.i. in relation to workplaces and work equipment.

In particular, in combination with the sampling plan, Laboratory technicians must fill in a form showing compliance with the technical and flow characteristics related to platforms/walkways to reach the sampling points at height that must be countersigned for acceptance by the customer during the first activity carried out or in case of changes to the existing plant.

## 7. Sample storage and disposal costs

From the moment in which the sample is taken over to be analyzed, the Laboratory ensures a proper storage that will ensure the maintenance of the chemical physical and microbiological conditions present at the time i) of the sampling, if carried out by the Laboratory Technicians or ii) of Unless otherwise agreed, the Laboratory acquires ownership of the delivered sample and the Customer cannot claim the return of the same or of what remains after the analysis. Without prior written agreements, the working cycle ends with the issuance of the Test Report (defined below), the sending of the same to the customer and the simultaneous disposal of any residue of sample.

Unless otherwise required by law, all samples - except otherwise specified in the contract - are kept for a maximum of 15 calendar days from the date of issue of the Test Report, except the samples used for microbiological tests, that are not retained because of the tests type.

In the event that the need for sample storage exceeds the 15-day period, the following cost will be charged: 100 euros per month (up to a maximum volume of 0.5 cubic meters) + 50 euros for each additional 0.5 cubic meters. For the eventual shipment of samples after storage, the cost will be determined based on the weight and volume.

Any verification of the results of the tests can only be carried out on counter samples (second aliquots) sent by the customer together with the sample to be tested. Please note that the counter samples will be subject to reduction in size and/or volume (max 1 kg).

On Customer request or in the case of official controls by the regulatory bodies, the Laboratory can store sample aliquots under controlled temperature conditions and undertakes to monitor these conditions for a maximum of 12 months, without prejudice to other legislative provisions or criteria established by the judicial authority.


The storage of counter samples will be charged separately and must be previously agreed before the start of the analysis. Storage times may be reduced if there is documentary evidence of the closure of the Customer's file.

After the indicated storage period, samples and/or counter samples will be disposed of in accordance with the law.

For samples containing ASBESTOS, additional disposal costs will be applied if the requirements described in § 2 are not met.

## 8. Record Keeping and Test Reports (TR)

All sample data, including test results, are reported in a Test Report (below also "rdp"). The Test Report is supplied in one original copy and in paper or electronic format with the Eurofins Environ-Lab logo (and with the accreditation body trademark in accordance with the specific regulations); the TR will be sent by post, unless otherwise specified by the Customer (see "TR sending mode" in the last page). Where agreed in writing between

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the Parties, the Test Reports may be digitally signed and sent electronically to the e-mail address previously agreed with the Customer. It is the Customer's responsibility to send written notice for any changes to the address for sending the TR.

The issuance of Test Reports in different formats (compared to the only original paper copy) must be technically feasible and authorized by the general accreditation rules (where applicable); this different format of the TR, that must be agreed between the Parties before the start of the analyses, constitutes ancillary service and will be specifically quoted. In the case of sending by fax or e-mail, the Laboratory assumes no responsibility for the loss, alteration or uncontrolled diffusion of data due to external events that cannot be controlled by the Laboratory.

The results of the Test Report are representative only of the sample examined. Partial or total reproduction of test reports is forbidden without the prior written authorization of Eurofins Environ-Lab. Test Reports cannot be used, in whole or in part, for advertising or promotion purposes without the express permission of Eurofins Environ-Lab.

The technical records relating to the tests carried out on the samples analyzed will be kept for a period of 4 years from the date of issue of the Test Reports (in pdf format) and/or as otherwise agreed in written with the Costumer. The laboratory stores test reports for 4 years and/or in accordance with existing legislation.

At the end of the retention period the documentation will be destroyed, unless otherwise requested by the customer in writing and agreed in advance between the Parties.

The revision of the TR is admitted only if 1) is found an error imputable to the Laboratory and/or 2) the Customer requests the inclusion of omitted information/data, but available at the moment of the test execution.

The Parties also agree that in case 2) the costs incurred by the Laboratory for the TR revision will be charged to the Customer. Any other change requested by the Customer will be evaluated from time to time by the Laboratory and must be agreed in writing between the Parties. A revised test report can be issued only if authorized by the regulations of the accreditation body and by the regulation in force.

## 9. Billing costs and payment terms

Invoices will be issued and sent by e-mail and must be paid on the expiry date specified in the same and with the methods described therein. If requested by the Costumer, invoices will be sent within 30 days after the sending of the Test Reports previews.

In case of delayed payment, unless otherwise agreed in writing between the Parties, the defaulting Customer will be charged the default interest referred to in D.lgs. 231/02 and s.m.i. as well as the refund of damages for delayed payment determined, pursuant to art. 6 D. Lgs. 231/02, in the flat-rate amount of € 40.00 for each invoice unpaid, without prejudice to the right to compensation for greater damage.

The Customer must promptly notify the Laboratory of any change in their data, including for billing purposes.

Minimum invoice amount € 150

If will be necessary any additional measurements and/or sampling by our technicians, the total cost will be evaluated during the final accounting based on the measurements made and the time spent. It will be up to Eurofins Environ-Lab to inform the Costumer and to request express prior authorisation to continue the service.

Price for overtime not covered by the Contract


- 60 €/h
- 0,7 €/km
- 30 € out-of-office meal

VAT is not included in the prices.

The amount includes the general costs of safety, relating to safety equipment, risk prevention service, medical costs and training and information activities (see first page).

### 9.1 Additional costs for urgencies (where applicable)

Within 24 h	To be defined based on the analysis request.
Within 48 h	
Within 72 h	+ 60% total cost
Within 4 days	+ 40% total cost
Within 5 days	+ 30% total cost

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## 9.2 Early cancellation before the start of activities

If the Client, after signing the contract or the offer, cancels the service before the start of the execution of the activities, they will still be required to pay Eurofins Environ-Lab an indemnity equal to: 30% (thirty percent) of the total contract value if the cancellation occurs within 24 hours prior to the scheduled start date of the activities or on the day of execution.

This indemnity also applies in cases where non-performance is due to causes attributable to the Client (e.g., unavailability of sampling points, failure to provide necessary data or authorizations, etc.).

## 10. Complaints

Complaints must reach the Laboratory in writing within 10 days from the date of receipt of the document related to service incriminated. Different time limits need to be agreed in advance in writing. Complaints must be addressed to the Quality Assurance Manager at the e-mail address [qualita@environ-lab.it](mailto:qualita@environ-lab.it). The Laboratory will take over the Complaint within the next 15 working days. That said, Claims submitted by Customers must specify in detail the nature of the claim. In the event of a Complaint, the Customer cannot retain any amount due to Eurofins Environ-Lab unless otherwise agreed in writing between the Parties.

## 11. Impartiality of laboratory staff

- The Laboratory ensures the impartiality of its staff also through the following elements:
- no access to the test area for unaccompanied clients.;
- the impossibility for Analysts and Area Managers (except in cases where they have directly carried out the sampling) to know the data relating to the Customer until the issue of the Test Report;
- the impossibility to modify the data reported on the Test Report once issued;
- the absence of interactions between the Customers and the personnel involved in the tests execution;
- the remuneration of the personnel involved in the test activities, which is independent of the number of tests performed and the results of those tests.

## 12. Confidentiality of information

The Parties undertake not to disclose to third parties and to keep strictly confidential all documentation relating to this Contract and any other information they become aware of during the Contract; and even after the termination of it for any reason for a period of 3 years..

Each Party shall, especially, take all necessary precautions to safeguard professional secrecy and shall impose this obligation on its employees and/or collaborators, including those of third-party companies, by prohibiting any misuse of the information received.

The limitations set out in this section do not apply to:

- any communication or declaration authorised by the Party concerned;
- communications made in accordance with the provisions contained in any standard or regulation enacted by governmental or supervisory authorities having jurisdiction over the Parties in relation to the performance of this Contract and the activities included in it;
- any information that is in the public domain or becomes so in the future by a third party, where this is not due to a violation of this section.

notwithstanding the above, each employee of Eurofins Environ-Lab shall, at the time of recruitment/engagement agreement, sign a declaration committing him to:

- ensure impartiality, independence and integrity and refrain from other professional activities (including consultancy) for third parties outside the Laboratory and in contrast with the Quality Policy;
- respect the confidentiality of information obtained in the performance of their duties.;
- not carry documents of various nature and origin outside Eurofins Environ-Lab, unless the consent of the Laboratory Manager.

It is agreed that in case of breach of these obligations of confidentiality, the defaulting Party will be liable to the other only for direct and immediate damages caused by intent or gross negligence; in no case the defaulting Party shall be liable, for any reason whatsoever, be it contractual or extra-contractual, for damages caused by slight negligence and/or indirect damages; damages caused by loss of profit; image damages; damages caused by loss of chances; etc.


## 13. Legal protection and jurisdiction

If the Customer is aware of this, he is obliged to expressly declare to Eurofins Environ-Lab, upon acceptance of the order, if the sample/service is related to civil/criminal/administrative proceedings or if the activity requested by the Laboratory will be used in contradiction with control bodies/government authorities

Any dispute arising between the parties concerning the interpretation, execution, termination and effectiveness of this Agreement shall be assigned to the exclusive jurisdiction of the Court of Pavia with the exclusion of any other concurrent or alternative jurisdiction. Please note that these general conditions are governed by Italian law.

## 14. Liability and indemnity

Eurofins Environ-Lab does not guarantee in favour of the Customer any of the obligations on the Laboratory or the activities supplied. The Customer who intends to guarantee against any loss or damage, is required to take out a special insurance policy.

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In the event that, following a formal complaint addressed to the Laboratory pursuant to Article 9 above, Eurofins Environ-Lab recognizes the Customer a refund, the latter can never be a total amount greater than 10 times the amount contractually agreed by the Customer in relation to the service provided by the Laboratory to which the Complaint refers. In any case, the refund cannot exceed the total amount of € 5,000.00. The Customer shall indemnify the Laboratory and its employees/collaborators/subcontractors from any cost and/or injurious consequence deriving and/or connected to any claim submitted by third parties for damages or expenses of any kind, including legal ones.

#### 15. Authorizations

If special administrative authorizations would be necessary for the execution of the service in relation to the goods and places of the Customer, the obtaining of the same will be the sole responsibility of the Customer.

#### 16. Privacy Policy under the art.13 EU Regulation n. 2016/679 (hereinafter GDPR)

EU Regulation n. 2016/679 protects the confidentiality of personal data to protect the freedom and rights of data subjects and therefore imposes a series of obligations on those who "process" personal information related to other subjects. Among the most important obligations that the law requires to comply, there is to inform data subjects and to acquire in the prescribed cases their consent to processing, especially for processing activities in which data must be communicated to other parties.

In view of this, therefore, we have to inform you, under Article 13 of the GDPR in question, that the writing company collects and processes data concerning Your company without your express consent (art. 24 lett. a), b), c) Privacy Code and art. 6 lett. b), e) GDPR for purposes related to the management of ordinary business relationships and, more precisely for the compiling of personal data list, keeping accounts client/suppliers, invoicing, credit management in order to satisfy all requirements foreseen by laws in force

The processing of your personal data is carried out by means of the operations indicated in art. 4 Privacy Code and art. 4 n. 2) GDPR and precisely: collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, deletion and destruction of data. Your personal data are subject to both paper and electronic and/or automated processing. The Data Controller will process personal data for the time necessary to fulfil the above purposes and in any case for no more than 10 years from the termination of the relationship.


The processing may be carried out using both computer and manual tools, in compliance with all the precautions necessary to ensure the security and confidentiality of information.

Your data, moreover, may be disclosed to third parties, exclusively for technical and operational needs closely related to the purposes stated above and in particular to the following categories of subjects:

- a) authorities, professionals, companies or other structures appointed by us for the processing related to the fulfilment of administrative, accounting and managerial obligations related to the ordinary performance of our economic activity, also for purposes of credit recovery;
- b) companies and employees of the Eurofins Group in the context of intra-group relationships and/or administrative, fiscal, IT or health and safety services pursuant to D.L.gs. n. 81 of 2008;
- c) to public authorities and administrations for the purposes related to the fulfilment of legal obligations;
- d) banks, financial institutions or other persons to whom the transfer of the aforementioned data is necessary for the performance of our business in relation to the fulfilment of the contractual obligations owed to you.
- e) Within the framework of contractual relations between the Controller and the Eurofins Group companies, your Personal Data may be transferred outside the EU. The processing of such Personal Data is bound to the purposes for which they were collected and take place in full compliance with the standards of confidentiality and security set out in the applicable data protection laws. Whenever your Personal Data is transferred internationally outside the EU, the Data Controller will take all appropriate and necessary contractual measures to ensure an adequate level of protection of your Personal Data in accordance with what is indicated in this Privacy Policy, including, among others, standard contractual clauses approved by the European Commission.

As a Data Subject, you have the rights under art. 7 Privacy Code and art. 15 GDPR and precisely the rights of:

- i. to obtain confirmation of the existence or not of personal data about you, even if they have not yet been registered, and receive an intelligible communication of them;
- ii. obtain an indication: a) of the origin of personal data; b) of the purposes and the processing methods; c) the logic applied when processing using electronic tools; d) of the identity of the owner, the managers and the representative designated pursuant to art. 5, paragraph 2 Privacy Code and art. 3, paragraph 1, GDPR; e) about people or categories of people such as managers, agents or representative designated in the State to whom personal data can be communicated.
- iii. obtain: a) the update, amend or if necessary and of interest, add data ; b) deletion, transformation into anonymous form or blocking of data processed in violation of law, including which does not need to be retained in relation to the purposes for which the data were collected or subsequently processed; c) Obtain confirmation that the operations referred to in a) and b) have been brought to the attention, including their content, of those to whom the data were previously reported, unless this requirement proves impossible or involves a disproportionate use of resources compared to the right that is to be protected. ;

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- iv. object, in whole or in part: a) for legitimate reasons to the processing of your personal data, even if they are appropriate to a collection purpose; b) the processing of your personal data for the purpose of sending advertising material or direct sales or for carrying out market research or commercial communication, by the use of automated call systems without the intervention of an operator by e-mail and/or by traditional marketing methods by telephone and/or paper mail. Please note that the opposition of the data subject, as set out in point b) above, extends from automated methods to traditional ones for direct marketing purposes and that however the concerned party can, in any case, exercise the right to oppose, even if only partially. Therefore, the data subject may decide to receive communications only through traditional means or only automated communications or neither of the two types of communication.

Where applicable, it also has the rights referred to in Articles. 16-21 GDPR (Right to rectification, right to be forgotten, right to restriction of processing, right to data portability, right to object), as well as the right to complain to the Data Protection Authority.

How to exercise the rights:

You may at any time exercise your rights by sending:

- a registered letter with return receipt to Eurofins Environ-Lab S.r.l. at the headquarters in via DON BOSCO 3, 27014 CORTEOLONA E GENZONE (PV),
- an e-mail to the address: [privacy@environ-lab.it](mailto:privacy@environ-lab.it)

The data controller is EUROFINS ENVIRON-LAB SRL with registered office in VIA DON BOSCO 3, 27014 CORTEOLONA E GENZONE (PV), in the figure of its Legal Representative pro tempore. The upgraded list of processors and representatives is available at the Controller's registered office.

#### 17. Adoption of the Code of Ethics and Model of Organization, Management, and Control ex D.Lgs 231/2001

The customer declares to be aware of the current legislation regarding the administrative liability of companies as per Legislative Decree no. 231/01 and the code of conduct contained in the Ethical Code adopted by Eurofins Environ-Lab S.r.l., available at the following link [www.envirolabsrl.it](http://www.envirolabsrl.it). The customer undertakes not to carry out and to ensure, pursuant to art. 1381 of the Italian Civil Code, that their administrators, employees, and/or collaborators do not engage in acts or behaviors that could lead to a violation of the rules and regulations contained in the Ethical Code, as well as, more generally, behaviors that could result in the commission of offenses as per Legislative Decree no. 231/01, and to adopt and implement, if necessary, suitable procedures to prevent such violations. The customer declares that the company, top management, and employees as defined respectively in art. 5, 1st paragraph, letters a) and b) of the same Legislative Decree no. 231/01, have not been involved, in any capacity, in criminal proceedings concerning the offenses envisaged by the aforementioned Legislative Decree no. 231/01.