

## SPECIFICATIONS FOR THE PROVISION OF SERVICES

Between the undersigned:

The company Eurofins Laboratoire Cœur de France registered with the French Trade and Companies Registry under SIRET number 78963293200016 and represented by Pierre PIONNIÉ as Managing Director and the customer

The following has been agreed:

### I. SUBJECT OF THIS CONTRACT

The company EUROFINS Eurofins Laboratoire Cœur de France undertakes to perform the services as defined and priced in the quotations approved by the customer.

The present Specifications supplement the quotation and the General Terms and Conditions of Sale and Services attached to the quotation.

### II. OPERATIONAL CONTACTS

**Customer service** is available to help you:

- To update your administrative data: [ecdf@ftfr.eurofins.com](mailto:ecdf@ftfr.eurofins.com)
- For extranet support: [ecdf-it@ftfr.eurofins.com](mailto:ecdf-it@ftfr.eurofins.com)
- For sending bottling and other consumables for your samples: [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com)
- For organising courier collections: [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com)
- For any other request concerning the provision of our services: [ecdf@ftfr.eurofins.com](mailto:ecdf@ftfr.eurofins.com)

**Contacting our Customer Service**

**E-mail address** [ecdf@ftfr.eurofins.com](mailto:ecdf@ftfr.eurofins.com)

**Direct line:** +33 (0)4 70 47 71 00

**Opening hours:** 8 am to 12.30 pm and 2 pm to

5.30 pm (except Friday 5pm).

### III. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES: LOGISTICS

If your order includes a sampling service, we shall contact you to schedule the sampling and the analyses ordered.

Depending on the terms of your quotation, transportation of the samples to the laboratory shall be arranged by ourselves or by you.

**Caution:** Hazardousness of samples: You must ensure that the samples submitted do not pose any danger to Eurofins Cœur de France: the laboratory, materials and equipment, staff, representatives and any sub-contractors, whether where the sample is taken, during transport, or when it is handled in the laboratory or on the laboratory's premises.

It is essential that the samples comply with the laws and regulations in force, particularly those relating to marking and hazardous materials and waste. You undertake to provide Eurofins, in writing, prior to submitting the sample or collecting the sample, any relevant information regarding the safety and security of the said sample, its transportation and disposal, including any known and/or suspected characteristics of toxicity and/or contamination, flammability, risk of explosion, and on the risks that the sample may pose to establishments, materials, equipment, staff, representatives and sub-contractors.

**This information must be provided in an e-mail sent to the laboratory (e-mail in Annex V)**

**Protecting the environment:** As part of our sustainable development approach, your samples will be destroyed according to controlled procedures.

### **III.1 - Supply of consumables (not for samples taken by the laboratory)**

Particular attention must be paid to the use of appropriate sample bottles (available from the laboratory). The type of sample bottle to be used (glass or plastic) and the addition of any stabiliser depend on the parameters being analysed. We strongly recommend that you use the sample bottles provided by our laboratory.

You are welcome to place your order for sterile sample bottles and containers with one of your contacts:

- our logistics department: [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com), specifying: the reference of this quotation, the analyses to be carried out, the type and number of samples

- your sales contact

Shipments of sterile sample bottles and containers can be scheduled for the year. We can also send you this sample bottle in an isothermal container (in this case, please specify the estimated date of dispatch).

**Consumables are dispatched within 5 working days.**

### **III.2 - Sending samples**

- Option 1: direct shipment or drop-off via the customer's logistics department with sampling carried out by the customer.**

Samples must be sent or dropped off with your printed order form to the following address:

**Eurofins Laboratoire Cœur de France**  
**Boulevard de Nomazy**  
**BP1707**  
**03017 MOULINS Cedex**

**Delivery times**

- Monday to Thursday from 8 am to 12.30 pm and from 2 pm to 5.30 pm
- Friday from 8 am to 12.30 pm and from 2 pm to 5 pm

The customer is responsible for sending the laboratory all the data required to guarantee the validity of the "sampling" service (in particular the date and time of sampling), and also to guarantee rapid dispatch of the samples under controlled conditions, given the very tight timeframes allowed for the analysis of certain parameters (refer to paragraph III 3.3 of this document). If these requirements are met, analyses results may be issued under accreditation. Under no circumstances can the laboratory be held responsible for information supplied by the customer which may affect the validity of the results.

- **Option 2: shipment via Eurofins logistics department with sampling carried out by Eurofins**

When the laboratory is not in charge of the sampling stage, the sample taken for analysis is customer data. We decline any responsibility for the use of the results for extrapolating to fractions not subjected to the tests.

If you proceed to the sampling, it is your responsibility to:

- Send us all the data, in particular the date and time of sampling. This information must be completed on your direct debit form
- To comply with our recommendations in terms of bottling, consumables, timeframes and transportation temperature

In general, sampling utensils and containers must be clean and/or sterile and suitable for food contact.

The sample must be clearly labelled (customer, sample name, sampling date, batch number, product condition, etc.).

Without this information, the analyses will be run using a standard preparation potentially affecting the results.

You must send us your collection request **no later than the day before the need the sample to be collected** (before noon), by e-mailing us the date of collection required and any site-specific instructions, if necessary, to the following address: [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com).

For any sample collection that does not require an express or Chronopost Healthcare courier (areas that are difficult to access and/or specific time constraints), we offer tailor-made solutions using Taxis Colis. Please contact your sales contact for a quotation for this service.

If these requirements are met, analyses results may be issued under accreditation.

Depending on the sampling region, the Eurofins Cœur de France laboratory may commission a quality expert from within the company, from a co-contractor within the Eurofins group or from an external sub-contractor.

- **Option 3: Sampling and logistics provided by our company**

The sampling services, depending on their type and date of completion, may be carried out by ourselves or may be subcontracted, in compliance with any required contractual obligations regarding accreditation. During sampling, the sampler shall comply with the safety requirements of the establishment in which they are working (providing an identity card, carrying an inventory of the equipment in the vehicle, etc.).

The specific details of the sampling timeframe should be discussed with your sales manager when the quotation is drawn up.

The sampling methods used are as follows:

- Food and feed sampling XP CEN ISO/TS 17728
- Surface sampling NF EN ISO 18593
- Water sampling according to customer requirements: FDT 90-520\*, FDT 90-521\*, FDT 90-523-1\*, FDT 90-523-2, FDT 90-523-3, FDT 90-522, NF EN ISO 19458, NF X31-615, etc.

*\*Samples collected under accreditation (scope of accreditation no. 1-2452 available on [www.cofrac.fr](http://www.cofrac.fr))*

### **III.3 - Implementation and collection of samples**

#### **III.3.1 Shipping conditions must be such as to ensure the integrity and proper preservation of the samples.**

We recommend:

- Clean containers
- Pre-printed shipping labels from the courier
- Bubble wrap - Adhesive tape
- Enough eutectic plates
- For frozen products, please contact us

CONTAINER	Number of frozen eutectic plates
20L polypropylene container (46x36x26)	6 plates
35L polypropylene container (46x36x40)	9 plates

If the customer must transport food samples and water samples at the same time, these must be divided into 2 different coolers.

Samples intended for the food and water microbiology department must arrive at the laboratory in clean containers that are not soiled on the outside.

**III.3.2 - If the service involves sampling and/or collection by the laboratory**, give the necessary practical information. Any changes to sampling or collection conditions should be e-mailed to [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com).

**III.3.3 - Samples taken or collected must be transported under the following conditions of temperature, timeframe for analysis and quantity to be supplied:**

This information is non-binding and may be confirmed with your sales manager in accordance with laboratory procedures P-RC-WO11766 and P-RC-PR11525.

	Transport T° with measurement upon receipt	Timeframe from sampling to analysis	Volume/bottling Minimum quantity to be supplied
<b>Water and environmental chemistry</b>			
<b>Chemical analysis of water</b>	5 ± 3 °C	24 hours but may vary according to parameters	Available by contacting your Sales Manager
<b>Chemical analysis of sludge</b>	5 ± 3 °C	24 hours but may vary according to parameters	Available by contacting your Sales Manager
<b>Chemical analysis of various solids (Machefer, soils, etc.)</b>	No constraints	No constraints	Available by contacting your Sales Manager
<b>Microbiological analysis of sludge</b>	5 ± 3 °C	24 hours	1 L sterile
<b>Food chemistry analyses on dry products</b>	No constraints	No constraints	Available by contacting your Sales Manager
<b>Ice</b>	< 8°C	After defrosting	2L in the substance, depending on the analyses required
<b>Water microbiology</b>			
<b>Water from swimming pools, rehabilitation pools, whirlpools and jet showers</b>	5 ± 3 °C	On the same day	1 L sterile with thiosulphate depending on the parameters
<b>Water intended for human consumption (potability)</b>	5 ± 3 °C	18 hours	500 mL or 1 L sterile with thiosulphate depending on the parameters + 5 L if testing for Salmonella
<b>Bathing, surface, raw, underground and waste water</b>	5 ± 3 °C	18 hours but variable according to parameters	500 mL sterile depending on the parameters + 5 L if testing for Salmonella
<b>Legionella testing - Clean water</b>	Room temperature	The next day	500 mL sterile with thiosulphate
<b>Legionella testing - Dirty water</b>	Room temperature	The next day	1 L sterile with thiosulphate
<b>Ice</b>	< 8°C	After defrosting	2 L sterile with thiosulphate
<b>Hospital hygiene</b>			
<b>Water for standard care</b>	5 ± 3 °C	On the day	500 mL sterile with thiosulphate
<b>Water for endoscope washer-disinfector</b>	5 ± 3 °C	On the day	500 ml sterile with thiosulphate
<b>Bacteriologically controlled water</b>	5 ± 3 °C	On the day	500 ml sterile with thiosulphate
<b>Endoscope</b>	5 ± 3 °C	24 hours	100mL sterile with thiosulphate and 80% of the initial volume
<b>Water for haemodialysis</b>	5 ± 3 °C	24 hours	100 ml sterile without thiosulphate
<b>Water for haemofiltration and haemodiafiltration</b>	5 ± 3 °C	24 hours	100 ml sterile without thiosulphate
<b>Air sampling on agar</b>	Room temperature	24 hours	Available by contacting your Sales Manager
<b>Surface sampling of contact agar</b>	Room temperature	24 hours	
<b>Linen sampling on agar</b>	Room temperature	24 hours	
<b>Food hygiene</b>			
<b>Frozen or deep-frozen samples</b>	≤ -15°C	48 hours	100g
<b>Unstable products at room temperature, excluding bivalve molluscs and live echinoderms</b>	Between 2°C and 8°C	36 hours	100g
<b>Bivalve molluscs and live echinoderms</b>	Between 0°C and 10°C	24 hours	100g
<b>Stable products at room temperature (Separated from other products during transport)</b>	< 40°C	24 hours	100g
<b>Surface sampling (swab, wipes, sponge)</b>	Between 5°C and 8°C	24 hours	/
	Between 1°C and 5°C	48 hours	

<b>Surface sampling (slides, bi-slides, contact box)</b>	Between 1°C and 8°C	48 hours	/
<b>Sample for analysis at UBD : Unstable products at room temperature, excluding bivalve molluscs and live echinoderms *</b>	Between 2°C and 8°C	According to expiry date	6 units of 100 g each
<b>Sample for analysis at UDB : Bivalve molluscs and live echinoderms *</b>	Between 0°C and 10°C	According to expiry date	6 units of 100 g each
<b>Carcass samples: according to the note of the DGAL/SDSSA/2015-619 du 20/07/2015</b>	Between 1°C and 5°C	48 hours	20 cm <sup>2</sup> / carcass
<b>Food chemistry</b>			
<b>Stable products (oils, flours, spices, powders, etc.)</b>	No constraints	No constraints	Available by contacting your Sales Manager
<b>Food supplements, products and/or acids intended for pharmaceutical or cosmetic use...</b>	No constraints	No constraints	
<b>Unstable products</b>	0 to 8 °C	No constraints	
<b>Fishery products</b>	0 to 10 °C	24 hours	50 – 100g
<b>Virology</b>			
<b>Clean water</b>	Between 1°C and 8°C	/	1000 mL
<b>Dirty water</b>	Between 1°C and 8°C	/	2000 mL
<b>Live bivalve molluscs: Oysters</b>	No temperature criteria - Molluscs must be alive	/	Ideal: Oysters 10 units Ideal: Mussels, clams, corbiculas 30 units
<b>Frozen bivalve molluscs: Oysters</b>	< 0°C - Molluscs must arrive frozen and undamaged.		
<b>Fruit (fresh, compote, coulis, etc.), vegetables, ready meals</b>	Between 1°C and 8°C	/	100 g
<b>Freeze-dried fruit</b>	< 40°C		100 g
<b>Herbs and spices</b>	< 40°C	/	25 g
<b>Surface analysis samples (200 sq. cm)</b>	Between 1°C and 8°C	/	300 sq. cm

\*On request, we can break the cold chain at 8°C at 2/3 of the UBD.

If the frozen sample is received thawed in the laboratory and if the criteria upon receipt are met (temperature upon receipt between -15°C and +8°C and timeframe from start of thawing <18h), the analysis can be initiated immediately.

Food analyses (in particular analyses with a UBD) for which the analyses are due on a Saturday, Sunday or public holiday will be postponed to D-1 (Saturday and or public holiday) or D+1 (Sunday and / or public holiday).

In the case of a temperature non-conformity upon receipt of your samples, you have 4 choices as to whether or not your samples should be analysed, which are detailed in III.4.

#### **III.4 - Your choice should there be any anomaly upon receipt**

Note: Samples taken by our company are not covered by this paragraph. In the event of an anomaly, the service will be repeated without any financial impact for the customer.

In the case of an anomaly upon receipt of your samples (according to our acceptance criteria), you have 4 options:

**Option 1:** The laboratory sends you an e-mail to inform you of any non-conformities (timeframe, temperature, quantity...), chemical and microbiological analyses are carried out without you having to reply back. The impacted analyses will be returned with a reservation on your report and possible withdrawal of accreditation according to the analyses and to the acceptability criteria defined in III.3.3.

**Option 2:** The laboratory sends you an e-mail to inform you of any non-conformities (timeframe, temperature, quantity...), chemical and microbiological analyses are suspended pending your return. Failure to reply within 24 hours will

result in the analyses being initiated and the results being returned with a reservation on your report and possible withdrawal of accreditation depending on the analyses and according to the acceptability criteria defined in III.3.3.

**Option 3:** The laboratory will send you an e-mail to inform you of any anomalies upon receipt, chemical and microbiological analyses are cancelled. Travel, sampling, bottling and collection costs will be charged.

**Option 4:** The laboratory shall run all the necessary analyses in response to the anomaly and you do not wish to be informed. The impacted analyses will be returned with a reservation on your report and possible withdrawal of accreditation according to the analyses and to the acceptability criteria defined in III.3.3.

**Comment:** If you fail to reply, we will apply Option 4 by default. All services provided are charged for.

### III.5 - Emergencies, crises and one-off analyses

Should you request our service outside the contractual visits, **the Eurofins laboratory** undertakes to intervene as soon as possible based on the availability of the logistics team. These occasional interventions are subject to an additional charge based on a **fixed travel fee (to be discussed in advance with the logistics department)**. Requests should be sent to the logistics department: [ecdf-plv@ftfr.eurofins.com](mailto:ecdf-plv@ftfr.eurofins.com)

In the event of a health crisis involving the dispatch of potentially contaminated samples, the customer undertakes to inform the laboratory at the following address: [ecdf@ftfr.eurofins.com](mailto:ecdf@ftfr.eurofins.com)

## IV. TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES: ANALYSIS

### IV.1 - Analysis order

The analysis request form must accompany the samples and, where possible, be sent in advance for food microbiology analyses to the following addresses: [ecdf-reception@ftfr.eurofins.com](mailto:ecdf-reception@ftfr.eurofins.com) and [ecdf-ha@ftfr.eurofins.com](mailto:ecdf-ha@ftfr.eurofins.com); for water analyses to the following address: [ecdf-receptionchimie@ftfr.eurofins.com](mailto:ecdf-receptionchimie@ftfr.eurofins.com).

For more details on how orders, please contact the laboratory's customer service department.

For water analyses, the laboratory must know:

- Sampling location
- Analysis frequencies or start date of water consumption
- Context ( regulations, approvals, etc.)
- Quotation reference and parameters requested

### IV.2 - Choice of preparation and analysis methods for food products

Please provide us with any information regarding the composition of matrices that may influence the choice of preparation methods (NF EN ISO 6887 series of standards) and analysis methods:

- Matrices loaded with micro-organisms (technological flora, etc.) and specific ingredients (spices, thickeners, texturisers, etc.)
- Physico-chemical characteristics (fat content, pH, water activity, etc.)

Without this information, the analyses will be carried out using a standard preparation potentially affecting the results.

For analyses that are not covered by Regulation 2073/2005, customers must inform us of the criteria they wish to apply to their sample.

In this case, the declaration of conformity will be issued according to the customer standard.

#### **IV.3 - Quantity required for food microbiological analysis, water microbiological analysis and food virology analysis**

For microbiology analyses, the amount of sample supplied must allow the analysis to be carried out on the weight required:

<b>Analytical parameters in microbiology / matrix</b>	<b>Optimum quantity</b>	<b>Optimum quantity</b>
Counts alone	100 g	20 g
Detection (excluding specific weights) including STEC PCR detection	100 g	50 g
Salmonella spp / 25g + counts	100 g	50 g
Salmonella spp / 25g + Listeria monocytogenes / 25g + counts	100 g	70 g
<i>Salmonella spp / 25g + Listeria monocytogenes / 25g + counts + conditional Listeria monocytogenes counts</i>	100 g	80 g
Other tests or other weights	100 g	50 g
Analyses on <u>live</u> shellfish	100g of flesh + intervalvar fluid	100g of flesh + intervalvar fluid

\*: Flour and cereals: 50 g minimum for counts.

For food virology analyses, the amount of sample supplied must allow the analysis to be carried out on the weight required:

<b>Analytical parameters in virology / matrix</b>	<b>Optimum quantity</b>	<b>Optimum quantity</b>
Detection in fruit	100 g	50 g
Detection in herbs and spices	25 g	10 g
Detection in shellfish	8g of digestive glands	4g of digestive glands
Detection in clean water	1 L	300 mL
Detection in dirty water	2 L	1 L
Detection on surfaces	300 sq. cm	200 sq. cm

For water and food chemistry analyses, the quantities vary according to the analyses. Please refer to the quotation in your possession or contact your sales manager. If your offer includes logistics, you need to fill all the sample bottles at your disposal.

If the sample quantity is not sufficient to carry out the analyses requested, the customer will be contacted according to the option selected in III.4 in order to determine whether the service should be cancelled or carried out, or whether additional samples should be sent. Any insufficient quantity shall have a potential impact on the date on which the analyses are carried out and the date on which the results are published, and the analyses affected may be published with a reservation on your report and the accreditation withdrawn.

#### **IV.4 - Timeframe for analysis**

The laboratory analyses the samples on the day they are received, provided that the parcels and the corresponding order are received before 3.30 pm. If this is not the case, the laboratory is entitled to postpone the analysis.

In the case of food samples arriving at the laboratory frozen, a thawing stage is necessary, which may delay the start of the analysis.

In the event of force majeure, the laboratory may have to postpone the analysis. In this case, you will be notified by our customer service department.

Food analyses for which the analyses are due on a Saturday, Sunday or public holiday will be postponed to D-1 (Saturday and or public holiday) or D+1 (Sunday and / or public holiday).

#### IV.5 - Sample preservation

After analysis, the samples are preserved in satisfactory conditions of integrity:

- Perishable or highly perishable products: 15 days from the date of analysis and at a temperature above 0°C
- Dairy products: 15 days from the date of analysis and at a temperature above 0°C
- Dried products: 15 days from the date of analysis and in the storage area at room temperature
- Chemical analyses: one week after validation of the file at 3+/-2°C or frozen, depending on the parameters

#### IV.6 - Conservation of pathogenic strains (Microbiology only)

Strains isolated by the laboratory: *Listeria spp*, *Listeria monocytogenes*, *Salmonella spp* and *Legionella pneumophila*\* are stored for (a minimum of) 3 months from the date of the reading. Changes in the characteristics of pathogenic strains may occur during storage.

The Eurofins Cœur de France laboratory has solutions for the long-term preservation of strains in stacks. For further information on this service, please contact our analytical support and sales department.

\* Conservation in accordance with the provisions of these decrees (14 December 2013 or 30 December 2022).

#### IV.7 - Check-analyses, reruns and additional analyses

The analyses that can be triggered from the product kept in the sample library under the most favorable conditions for maintaining the microbial population, subject to a sufficient quantity, after the initial analysis are :

- Conditional analyses that meet a different analytical objective from the initial analysis (analyses provided for in the customer's quotation, such as *Listeria monocytogenes* if suspected)
- Reminders in the event of non-compliant work on processes (reanalyses initiated by the laboratory before the result is released)
- Check-analyses (reanalyses carried out at the customer's request after the result has been released, subject to acceptance Refer to Criteria below)
- Other additional tests (tests requested but not initially planned by the customer).
- Analyses with a result that is "Not Interpretable".

The results of these analyses are then representative of the product maintained under these conditions.

- In the case of confluent colonies or of invasion by uncharacteristic colonies which may mask the characteristic colonies, the result is registered as NI "Not Interpretable". Depending on the customer's request, a further analysis of the sample can ideally be initiated from a new sample returned by the customer, by implementing an additional dilution or by proposing an alternative method.

Product storage conditions are explained in section IV.5.

**Food counter-analysis** may be accepted on a case-by-case basis, taking the following aspects into consideration:

- Storage of the stable sample at room temperature
- Storage of the sample at temperatures below 0°C with reservations, except for *Listeria monocytogenes*, for which a study carried out by Eurofins shows that the impact on results is not significant.

- Storage of the sample at a temperature above 0°C with reservation including Listeria monocytogenes if storage > 2°C
- *Listeria monocytogenes* Not detected & positive simultaneous count
- *Listeria monocytogenes* Not detected (Suspicion Not confirmed) & positive conditional count

The notion "with reservation" is understood in terms of its impact on the result.

Apart from cases of acceptance, the laboratory may, at the customer's request, run a new analysis on a new sample number, provided that the product is available.

The results of counter-analyses in the event of acceptance are then representative of the product maintained under these conditions and may therefore give different results.

The analysis report cannot be used for regulatory purposes.

**Counter-analyses on water samples** cannot be carried out, with the exception of certain parameters for chemical analyses.

Comment: Storage at a temperature below 0°C can potentially have an impact on the microbial population, except for *Listeria monocytogenes*. For the latter parameter, a study carried out by Eurofins is available and shows that the impact on results is not significant.

## IV.8 - Results

### IV.8.1 Timeframe for delivering results

The time required to deliver results depends on the analytical methods used. They vary according to the analyses and can be given on request by your sales manager or on your quotation.

### IV.8.2 Need a shorter deadline for your chemical analyses?

Shorter deadlines may be arranged depending on the laboratory's workload and the technical constraints of the analyses requested. Please contact our technical manager to discuss and plan your request.

Additional charges will apply to each service according to the urgency of the request. All samples must be sent with their purchase order and must bear a red sticker indicating the level of urgency.

Additional charges will apply when the method is used to shorten the deadlines:

- D0: + 150% (e.g. received on Monday before 9 am, delivered on Monday before 6 pm)
- 24h: + 100% (e.g. received on Monday before 5 pm, delivered on Tuesday before 5 pm)
- 48h: + 75% (e.g. received on Monday before 5 pm, delivered on Wednesday before 5 pm)
- 72h: + 50% (e.g. received on Monday before 5 pm, delivered on Thursday before 5 pm)

### IV.8.3 Analysis report

The analyses reports are sent electronically in pdf format. If you do not wish to receive the results by e-mail, a non-digitisation fee will be applied in accordance with the laboratory's pricing conditions.

Electronic reports are authentic and have the same legal value as paper reports.

- They are signed using a certified signature which complies with the requirements set out in article 1316-4 of the French Civil Code, which stipulates that the signatory must be identified and that the process used to guarantee the link between the signature and the document to which it is attached must be reliable.
- They are sent by secure means.

The laboratory must be informed of the recipients of the test reports when the service is set up ([appendix I](#)). Please notify our laboratory of any change of contact so that we can update your account settings.

As per standard NF EN ISO 17025: 2017, if a declaration of conformity is required, the laboratory shall apply the following decision rules:

- ✓ The declaration of conformity takes into account the results of the parameters for which a criterion is issued. The declaration of conformity will be covered by accreditation if all the results taken into consideration to draw a conclusion are covered by accreditation.
- ✓ Food microbiology, water microbiology and chemistry: When declaring compliance or non-compliance with the regulations in force or with the customer specifications defined in the specifications, **the measurement uncertainty associated with the result will not be taken into account**.
- ✓ Food chemistry: When declaring compliance or non-compliance with the regulations in force or with the customer specifications defined in the specifications, the measurement uncertainties associated with the results will be added or subtracted in such a way as to achieve undisputed results that are consistent with the customer specifications or with the regulations in force.

**They shall not be taken into account within the framework of the standards, which already include measurement uncertainties.**

For food microbiology analyses, the following standards are used for declarations of conformity.

- Regulation CE 2073/2005
- Microbiological criteria applicable from 2022 to store brands, value brands and raw materials in their initial industrial packaging
- Microbiological criteria applicable from 2022 to the manufacturing, preparation, cutting or basic handling of unpacked foodstuffs on "by the slice" shelves and in the workshop
- Current recommendations from foodservice professionals
- Customer standards

For water analyses, the following standards are used to assess sample conformity:

Water microbiology and chemistry	Order dated 30 December 2022 relating to quality limits and references for raw water and water intended for human consumption
Hospital hygiene	Guides and recommendations from the French Ministry of Health
Bottled water (at the source and on the market)	Order dated 14 March 2007 on packaged water, strengthened on 31 August 2017 and amended by the order dated 10 January 2023
Cooling tower water	Orders dated 14/12/2013 relating to installations falling under the declaration or registration regime under heading no. 2921 Order dated 23 July 2021 amending Order dated 14 December 2013 relating to the general requirements applicable to installations falling under the declaration regime under heading no. 2921 of the nomenclature of installations classified for the protection of the environment
Domestic hot water - For point of use only	Order dated 1 February 2010 on domestic hot water distribution systems, amended by the order dated 30 December 2022
Pool/jacuzzi water	Orders dated 26/05/2021
Water mister	Order dated 7 August 2017 on collective water misting systems
Jacuzzi	Circular DGS/EA4 no. 2010-289 dated 27 July 2010 on the monitoring of whirlpool baths for collective use and open to the public

The criterion of 1,000 CFU/L for Legionella pneumophila at points of use will be indicated on the test report, and an alert will be sent when the result exceeds this threshold.

#### IV .8.4 Publication of results on our extranet (included in your offer)

As part of our ongoing efforts to improve our services, we offer access to an extranet. Each customer who so requests will be assigned a dedicated space. We also offer extensive services for instructing parties. (appendix III)

This tool can be developed to meet your requirements. You will find the following information online:

- Your analysis reports and invoices
- E-mail alerts when regulatory thresholds are exceeded
- Real-time online access to the analysis dashboards
- The possibility of extracting specific statistics from queries, etc.

This secure tool is a space dedicated to you, and the analytical results will only be accessible to your company's authorised users.

Access to this tool is included in our price offer. You shall therefore benefit from it under the terms and conditions of this quotation.

#### IV.9 - E-mail alerts

Eurofins undertakes to notify the customer by the means defined by the 2 parties:

By e-mail

According to the chosen perimeter(s):

**Pathogen (\*):**  Suspicion  **Other germs:**  criteria (to be specified)  
 Detected  threshold (to be specified)

(\*): *Salmonella spp, Listeria monocytogenes*

**Special request: to be specified**

The recipients of e-mail alerts are listed in Appendix I, and any changes must be notified to the laboratory so that your customer account can be updated.

#### IV.10 - Maintaining accreditation

Analyses carried out under accreditation are specified in the quotation. The results for these analyses will be delivered under accreditation. In some specific cases, the laboratory may have to withdraw its accreditation and the service will therefore not match the service initially requested. These situations will be recorded in our quality registration system.

As a result, analyses not carried out under accreditation will not be presumed compliant with the accreditation standards, nor will they be covered by international recognition agreements. Consequently, the report associated with analyses carried out outside the scope of accreditation may not be made available or sent to third parties (public or authorities) as per Cofrac document GEN REF 11 in force. It cannot be used within a regulatory framework.

Accreditation may be withdrawn in the following cases:

1- For water analyses:

- The timeframe between sampling and analysis does not comply with standard requirements:

Parameter	Standard timeframe between sampling and analysis (hours)
Aerobic flora 22°C	18 h

Aerobic flora 36°C	18 h
Sulfite-reducing anaerobes spores	72 h
Coliforms	18 h
Gut enterococci	18 h
<i>Escherichia coli</i>	18 h
Legionella	Two days after the sampling date
Staphylococci	18 h (except pool water)
Pseudomonas	12 h
Salmonella	18 h
Chemical parameters	24 h but possibly more depending on parameters and stabilisers (contact your sales manager)

- The temperature upon receipt does not comply with customer specifications or standard requirements (refer to details in III.3.3):
  - Legionella: at room temperature
  - Water chemistry and microbiology: 5 +/- 3 °C
- The bottling used for sampling does not comply with standard requirements (refer to details in III.3.3):
  - Microbiology: sterile plastic sample bottle with thiosulphate for treated water and without for untreated water
  - Legionella: plastic sample bottle with thiosulphate
  - Water chemistry: sample bottles adapted to the required parameters

## 2- For food analyses:

- The temperature upon receipt does not comply with standard requirements or customer specifications:
  - Frozen products other than ice: ≤ - 15°C
  - Ice ≤ 8°C
  - Surface (wipe, swab, contact box, hydrosponge, ...): between 1°C and 8°C
  - Unstable fresh, chilled and sterilized products excluding bivalve molluscs and live echinoderms: between 2°C and 8°C
  - Bivalve molluscs and live echinoderms: between 0°C and 10°C
  - Stable products: < 40°C
- Transportation does not comply with LAB GTA 59 requirements, which stipulate that "Samples must be transported to the laboratory under conditions that prevent any change in the number of microorganisms". Generally speaking, the laboratory must avoid any rise in temperature between sampling and analysis. Frozen or deep-frozen products must be transported, preferably at temperatures below 0°C, to ensure that the product arrives frozen at the laboratory.
- For safety reasons, frozen samples are not analysed until they have thawed completely.
- The combination of the timeframe between surface sampling and analysis and the temperature upon receipt does not comply with the requirements of standard ISO 18593 (*Microbiology of the food chain*):
  - Timeframe between sampling and analysis is <=24h & temperature upon receipt is above 8°C
  - Timeframe between sampling and analysis is >24 and <=48h & maximum temperature upon receipt is above than 5°C
  - Timeframe between sampling and analysis is >24 and <=48h & maximum temperature upon receipt is below 1°C
  - The timeframe between sampling and analysis is more than 48 hours.

- The timeframe between sampling and analysis of carcass surfaces does not comply with the requirements of ISO 17604 (maximum 48 hours).
- For samples taken for food virology analyses:
  - The samples are highly degraded
  - The molluscs are not alive.

#### **IV.11 - Confidentiality and impartiality**

All the information sent or obtained by the laboratory concerning the samples sent, as well as information concerning the results, is strictly confidential and will be treated impartially.

Under no circumstance shall the laboratory disclose this information to a third party without the customer's consent. Where regulatory requirements apply, the customer shall be notified when the report is made available.

Where accreditation requirements apply, the laboratory may be required to present a customer's report to the auditor to demonstrate compliance with quality requirements.

#### **IV.12 - Logistics & analytical cancellations**

Logistics cancellations (collection or sampling) must be made at least **24 working hours before the scheduled date**.

If this is not the case, the services provided will be charged for.

Analytical cancellations must be made before the samples are sent for analysis; once the samples have been sent for analysis, the laboratory shall charge for the analyses carried out.

### **V. USE OF OUR ANALYTICAL REPORTS**

According to the current version of GEN REF 11, the customer is not authorised to use the company's accreditation mark. Any reproduction of the report in full by the customer is not regarded as use of the accreditation mark, but does require prior authorisation from the Company for any distribution.

Whether or not the distribution of the analysis report results in the company being identified, the customer indemnifies the company against all consequences, of whatever nature, of the distribution of the analysis report, misuse or abuse of the company's accreditation mark, or any reference to it.

### **VI. COMPLAINTS**

Each claim is automatically recorded in our anomaly and complaint management tool so it can be assigned a number and followed up. Our claim management procedure is available on request.

An e-mail is automatically sent for each claim, informing you that it has been processed and providing the claim number.

The first stage is full traceability, which involves checking that your sample has been recorded and labelled, checking that the various sample bottles are homogeneous, and then checking the analysis (control compliance, dilutions, verification of calculations, etc.)

If the first stage is confirmed, you will be informed, and if necessary we can instigate a check-analysis. To carry out this check-analysis, we issue a cancellation and replacement file so that you can receive the results of the check-analysis in a report, like any standard analysis. The check-analysis will be at the laboratory's expense if the result is different from the initial result, and at your expense if it is not.

## VII. SUB-CONTRACTING

By signing this quotation, you accept the fact that the laboratory may subcontract sampling or analysis to any accredited site within our network, in particular those listed below:

- Eurofins Laboratoire Microbiologie Ouest: COFRAC ESSAIS No. 1-1830
- Eurofins Analyses Nutritionnelles : COFRAC ESSAIS No. 1-7085
- Histalim : COFRAC ESSAIS No. 1-1794
- LABCO : COFRAC ESSAIS No. 1-6933
- Eurofins Microbiologie de l'Est : COFRAC ESSAIS No. 1-1147
- Laboratoire Départemental d'Analyses de l'Ain : COFRAC ESSAIS No. 1-0742
- Eurofins Analyses pour l'Environnement France (Saverne): COFRAC TESTS No. 1-1488
- Eurofins Hydrologie Est (Maxéville): COFRAC TESTS No. 1-0685
- Eurofins Hydrologie Nord (Douai): COFRAC TESTS No. 1-2202

Ranges available on [www.COFRAC.fr](http://www.COFRAC.fr)

## VIII. INVOICING TERMS AND CONDITIONS

Invoices will be sent electronically:

- Electronic invoices have the same legal value as paper invoices.
- They are signed using a certified signature which complies with the requirements set out in article 1316-4 of the French Civil Code, which stipulates that the signatory must be identified and that the process used to guarantee the link between the signature and the document to which it is attached must be reliable.
- They are sent by secure means.

**If you do not wish to receive invoices electronically, a fee will be applied in accordance with the rates applicable to the laboratory**

The laboratory must be informed of the recipients as soon as the service is set up (**Annex I**) and must be notified of any change in the usual contacts so that the customer account can be updated.

Invoices are payable within 30 days, preferably by bank transfer.

## IX. CONTINUOUS IMPROVEMENT

In addition to our technical expertise and quality system, the Eurofins Cœur de France laboratory is committed to continuous improvement. This is achieved through the implementation of various actions in the areas of process and environmental optimisation.

**Process optimisation:** To improve our services, we are striving to optimise and standardise our processes, using Lean Management tools.

**The environment:** we are fully aware of current climate challenges, and are working to reduce the amount of waste produced by our laboratory and to improve the percentage of materials recycled. These actions are part of our drive to reduce our carbon footprint. The Eurofins network aims to be carbon neutral by 2025.

## X. INFORMATION MADE AVAILABLE TO THE CUSTOMER

The laboratory provides all its customers with various documents on the laboratory website:

- Scope of accreditation of the laboratory
- Claim management procedure
- Surface sampling procedures
- Water sampling conditions
- Your laboratory contacts

In addition, the following information is provided in the documents issued by our sales teams:

- Method specified in the quotation or associated technical data sheets
- Certification specified in the quotation or associated technical data sheets
- Interpretation criteria included in the quotation // interpretation rules available on request from the laboratory.

The laboratory informs its customers that they are not authorised to use the laboratory's accreditation mark

## XI. OFFER ADVANTAGES - ACKNOWLEDGMENT OF THE QUALITY OF OUR LABORATORY

Cofrac accreditation:

Eurofins Laboratoire Cœur de France is accredited under the current version of NF EN ISO 17025 by the French Accreditation Committee (COFRAC ESSAIS no. 1-2452 available on [www.cofrac.fr](http://www.cofrac.fr)) for the performance of certain types of sampling and analyses.

The Eurofins Coeur de France Laboratory is a member of the Eurofins network, and in order to provide you with the best possible quality of service, your analyses may, if necessary, be subcontracted simultaneously to COFRAC-accredited laboratories in the Eurofins network. A guarantee of security and continuity of service.

The scopes of accreditation detailing the list of accredited parameters for each laboratory can be requested from the Sales Department (Phone number: +33 (0)4 70 47 71 00) and are available on the Cofrac website ([www.cofrac.fr](http://www.cofrac.fr)).

Environmental approvals:

Eurofins Laboratoire Cœur de France is approved by the Ministry of the Environment for water analysis. The full list of parameters and approved laboratories is published on the Ministry's website ([www.labeau.ecologie.gouv.fr](http://www.labeau.ecologie.gouv.fr)).

Health approvals:

Eurofins Laboratoire Cœur de France is approved by the French Ministry of Health for the sanitary control of water intended for human consumption.

Food Safety Approval:

Eurofins Laboratoire Cœur de France is approved by the French Ministry of Agriculture, Food, Fisheries and Rural Affairs for the analysis of foodstuffs (including E.coli STEC).

Reliability:

Involvement in numerous standardisation committees (AFNOR, ISO, etc.) and various intercalibration committees (AGLAE - BIPEA - LGC - Raema, etc.).

 Support:

In addition to our laboratory activities, we provide a range of environmental and health solutions thanks to our centres of expertise.

**For Eurofins Cœur de France****For the customer****Company name****SIRET NO.****NAME of the signatory:****Date:**

(specify the name of the signatory, date and add the handwritten phrase "Signed and agreed" before the signature)

Pierre PIONNIÉ,  
Directeur SAEML  
Eurofins Laboratoire Cœur de France

**Annex I: Recipient of reports, e-mail alerts and invoices**

Eurofins guarantees the confidentiality of the results and will only disclose them to persons formally designated by the customer.

Full name and e-mail address of the main email recipients of alerts, reports and invoices:

- .....  
 Alerts       Reports       Invoices

Full name and e-mail address of the copied recipients of e-mail alerts, reports and invoices:

- .....  
 Alerts       Reports       Invoices

The customer undertakes to inform the laboratory of any changes to the recipient of alerts and/or reports and/or invoices.

## Annex II: General Terms and Conditions of Sales and Services - Applicable as from 15/09/2023

### 1. Scope of application - Enforceability

These standard terms of sale (hereinafter "ToS") govern all orders, requests or contractual relationships concerning (i) all services supplied by the service provider Company (as defined in Article 2 below) and, in particular, services involving analyses, taking samples, audits, inspections, visits, studies, training and expertise, as well as technical assistance (hereinafter referred to as the "Services" and/or (ii) concerning the supply by the Company of products and in particular consumables, reagents, kits, equipment, software applications or other items (hereinafter referred to as the "Products").

The Company and the client who orders the Services or the Products are hereinafter jointly referred to as the "Parties" or individually as a "Party".

These ToS form the basis for the business negotiations between the Parties and shall take precedence over all other terms, provisions or documents issued by the client, of any kind whatsoever, in particular the client's terms of purchase, which the client expressly and definitively waives.

These ToS will enter into force on the date shown at the head of this document and, as from said date, will supersede all previous versions of the ToS. The client is informed that the ToS may be amended at any time and, as necessary, will again be submitted to the client for acceptance.

All derogations from these ToS will obligatorily require an express, written agreement that is signed by a person who is duly empowered to represent the Company. Consequently, all specific derogations or provisions proposed by the client, at any time whatsoever and in any form whatsoever, that may derogate from and/or complement these ToS and that have not been duly accepted in writing by a duly empowered representative of the Company, shall be rejected and deemed to be unenforceable.

### 2. Orders

The Company only supplies the Services and the Products to business clients. No orders or requests for Services or Products can be placed by a non-business client or a consumer within the meaning of the introductory article to the French Consumer Code.

All requests for Services and Products that the client sends to the Company presuppose full, complete and unconditional acceptance of these ToS.

A request for Services and Products must be sent in writing to the Company, and the client undertakes to use, as a priority, the EOL software application or any other kind of Electronic Data Interchange (EDI) application, unless such applications are temporarily unavailable, due to circumstances that call into question data exchange security. All requests for Services or Products made orally (in particular by telephone) require written confirmation from the client, in order to be eligible. Absent such confirmation, the Company reserves the right not to process the request.

A request for Services and Products will be the subject of a quote, a written offer from the Company or a contractual agreement (this list is not exhaustive), which specifies the nature of the Services and/or Products ordered and their price. The "Company", within the meaning of these ToS, refers to the EUROFINS legal entity that prepares the quote or the offer or that enters into the contractual agreement. The lack of a response to a request for Services or Products by the client does not constitute tacit acceptance of the client's request by the Company.

The quotes and offers provided to the client are valid for the period stated therein. An order for Services or Products (hereinafter the "Order") will become firm with regard to the client as from the first of the following dates, namely at the time: (i) of receipt by the Company of the quote, offer or contractual agreement that is signed by the client in printed or electronic format, (ii) of the sending of the samples to the Company, even if the signed quote, offer or contractual agreement has not been returned, or (iii) of the payment by the client of all or part of the price for the Services and/or Products ordered.

An Order will become firm with regard to the Company as from receipt of the quote, the offer or the contractual agreement signed by the client, and provided that the client sends the samples within the agreed time-limits and under the agreed terms, or, if a signed quote, offer or contractual agreement was not returned, as from the start of performance of the Services or the delivery of the Products by the Company. The Company may make acceptance of an Order contingent on payment by the client of an advance that may be up to 100% of the amount of the Order.

The client acknowledges that these ToS apply to all future Order(s) from the client, and all new supplies of Service(s) or new delivery/ies of Products to the same client, even if that client has not formally accepted said ToS.

The terms of the Order complete these ToS. All provisions that are contrary to these ToS and that are contained in the Order must be expressly approved by the Company. All specific terms that are granted in respect of one Order shall not automatically apply to the client's subsequent Orders; each Order placed by the Client is an independent, separate contract.

The benefit of an Order is personal with respect to the client, which shall refrain from assigning or transferring its rights and obligations under these ToS and the Order, in any form whatsoever, unless the client has obtained the Company's prior written agreement.

An Order cannot be partially or totally modified or cancelled by the client without the Company's prior, express, written agreement.

In the event of total or partial cancellation of an Order, or of the suspension or deferral of fulfilment of an Order at the initiative of the client, including with the Company's agreement, (i) the advances/amounts already paid to the Company shall inure to its benefit, (ii) the price of the Services and/or of the Products for the Order concerned, fulfilment of which has started, shall be due in full, and (iii) the client shall owe the Company an indemnity equivalent to the loss suffered by the Company, including the expenses incurred with a view to the fulfilment of the Order, the amount of which cannot under any circumstances be less than 50% of the total amount excluding tax of the Order concerned, unless the client can prove the loss suffered by the Company is less than 50% in which case the indemnity is equivalent to the loss really suffered by the Company.

Specific advance notice periods apply to the cancellation of the following Services, and cancellation with insufficient notice will trigger the invoicing of the full amount of the Order: 48 hours in advance for collecting a sample, 96 hours in advance for a taking a sample, and one week in advance for an audit.

In the event of an Order involving an intervention on the client's site (in particular for sampling, auditing and training services), any impossibility of carrying out the Order due to intervention conditions that do not guarantee the safety of the Company's employees and operator, or in the event of impossibility of access to the site, will be considered as a cancellation of the Order at the client's initiative on the day the Order is due to be carried out, and will entail the consequences set out above.

The Company reserves the right to suspend, modify and/or cancel a current Order in the event of a change in the applicable regulations or legislation that has an impact on the fulfilment of the Order, without the client being able to claim any indemnity or reimbursement in this regard. If the Order is cancelled for this reason, the client will still be required to pay for the Products delivered and the Services that have been fully or partially performed, and to cover the expenses incurred by the Company for the purposes of the fulfilment of the Order.

All requests for Services or Products not provided for in the Order will be the subject of a new quote, offer or contractual agreement that specifies the price of said new Products and/or Services. If the client sends additional samples that are not provided for in the Order, this constitutes a new request for Services and will be the subject of a new Order.

### 3. Performance of the Services

#### 3.1 Conditions of performance

The Company is free to determine at its sole discretion the methods, processes, techniques, products or other items that are necessary for the performance of the Services ordered.

The fulfilment times shown in the Order are provided by way of indication only, and failure to comply therewith cannot trigger the Company's liability.

The performance of the Service ordered by the client is contingent on the Company receiving, within the time-limits notified by the Company, the sample(s) to be analysed and all the necessary information that is to be provided by the client. Any delay by the client in sending the samples and information will cause the extension of the indicative fulfilment times and may justify additional expenses being invoiced by the Company or an adjustment of the price of the Services, which the client acknowledges and expressly accepts.

The Company is free to sub-contract all or part of the performance of the Services, which the client expressly accepts. The Company shall remain liable for the proper performance of the Services by its sub-contractors.

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

In the event that the client orders an analysis Service that falls within an accreditation scope, the client nevertheless authorises the Company to provide the client with an analysis report outside the accreditation scope, if the analysis conditions did not make it possible for the Company to perform the service in accordance with the accreditation framework. The Company shall use its best efforts to inform the client as soon as possible if it is impossible for the Company to perform the Service within the scope of the accreditation framework. In all cases, the price of the Service ordered by the client must still be paid in full to the Company. The analysis report issued by the Company outside of the accreditation scope cannot under any circumstances be used by the client or presented to third parties as a report issued within the scope of accreditation.

A Service that is provided outside of the scope of accreditation is not presumed to comply with the accreditation framework or be covered by international mutual recognition agreements. The associated report cannot under any circumstances be provided to third parties (the public or the authorities).

#### 3.2 Reports and results

The results will be sent to the client in printed form, by email in PDF format and/or by any other means, for the attention of the personnel and/or of the representatives of the client named in the Order.

The reports sent electronically will be signed electronically by a process that makes it possible to authenticate the signatory who is empowered to approve the reports and will be archived by the Company using a technical process that makes it possible to store them in their original format. The technical processes implemented by the Company make it possible

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to ensure the confidentiality and integrity of the data contained in the reports. The client acknowledges and accepts that the reports sent electronically are admitted as originals by the Courts and are proof of the data they contain, with said proof being admissible, valid and enforceable between the client and the Company, in the same way, under the same conditions and with the same evidentiary value as a report that is drawn up, received or stored in printed form.

Each report issued concerns solely the sample(s) analysed by the Company.

In the event that the performance of the Services was sub-contracted to a third party, the sub-contractor's original reports that justify the results will be sent solely in response to a written request by the client.

At the client's express, written request, the Company may make a comparison between the results obtained upon completion of the Services and the standards that are applicable in the area concerned. This comparison constitutes a supplementary Service that will be the subject of an Order and invoiced in addition by the Company. In the event that a preliminary analysis report was prepared by the Company and sent to the client, the latter acknowledges and accepts that some information and results are liable to change between the preliminary report and the final report, and that, consequently, any use and/or interpretation of the information and results contained in the preliminary analysis report are the responsibility of the client alone.

At the client's request, an excerpt from the report that does not contain any results or findings may be issued to the client by the Company, provided that a complete report was issued beforehand. The client acknowledges and accepts that said excerpt cannot under any circumstances replace or supersede the complete, original version of the report, and that any use of the excerpt from the report is the responsibility of the client alone.

### 3.3 Reiteration of analyses

The client will have a time-limit of 30 calendar days as from the date on which the Company sends the analysis report in which to raise an objection or challenge the results.

If the client asks for the analysis to be redone, the client shall pay the cost thereof pursuant to a new order, unless the results of the second analysis are substantively different from those generated by the first analysis. The second analysis will in any event only be possible if the Company still has a sufficient quantity of the original sample when the client's objection is received, and if the storage periods and conditions of storage of the sample are compatible with the performance of said second analysis.

## 4. Samples provided by the client

### 4.1 Client commitments and guarantees

The client must provide a sufficient quantity of samples, which must be in a state that allows for the Services to be prepared and performed without difficulty.

The client must ensure and guarantee that no samples are hazardous for the Company, its laboratories, materials and equipment, its personnel, its representatives and its sub-contractors, if any, at the place where the sample is taken, during the shipping thereof, and when handling the sample in the Company's laboratories or establishments. The client alone is responsible for the compliance of the sample with the laws and regulations in force, in particular those concerning labelling, and hazardous materials and waste. The client undertakes to provide the Company, in writing, before the handover of the sample or the operation to take the sample, with all relevant information concerning the security and the safety of said sample, the shipping and disposal thereof, including all known characteristics and/or suspicions of toxicity and/or contamination, flammability and risk of explosion, and concerning the risks that the sample may pose for the establishments, materials, equipment, personnel, representatives and sub-contractors of the Company, in particular by using appropriate labelling.

The Company may carry out a preliminary analysis of the samples to verify the quantity and the state thereof, before performing the Services. The client is required to inform the Company of the precise composition of the sample.

If this preliminary analysis shows that the performance of the Services is impossible or is only possible under conditions that are different from those initially defined in the Order - in particular, if the samples are mixed with foreign substances or materials not reported by the client or if they are in a degraded state, the Company may, at its discretion: (i) either, suspend the fulfilment of the Order. In this case, the client may provide a new sample. Any performance time-limits for the Services agreed in the Order will, as of right, become unenforceable against the Company; (ii) or, cancel the Order without delay, as of right. In this case, the advances already paid by the client shall inure to the benefit of the Company and the client shall also be required to indemnify the Company to cover the expenses the Company has incurred with a view to performing the Services. Regardless of the option chosen by the Company, the expenses incurred by the Company for the preliminary examination of the samples shall be invoiced and charged to the Client, which undertakes to pay them.

The client shall be liable for all consequences that may result from any breach of its obligations under this Article 4 and shall pay all the costs, expenses, damages and loss that may be suffered or incurred by the Company, its personnel, its representatives and its sub-contractors, if any, whether on the site where the sample was taken and collected, during the shipping thereof or in the Company's laboratories or on its premises.

The client shall bear all the costs associated with the removal of the hazardous materials and waste generated by the sample, irrespective of whether or not they were described as such by the client.

### 4.2 Ownership of the samples

The client shall remain the owner of the samples. The client authorises the Company to use the samples free of charge for the purposes of the Services ordered. The Company cannot under any circumstances have its liability triggered in the event of damage to the sample entrusted for the fulfilment of the Order.

### 4.3 Post-Services options for the samples

The Order shall specify whether, upon completion of the Services, the sample must be returned to the client, destroyed or stored (and, as applicable, the desired storage period). Absent any instructions in the Order or specific regulations regarding its storage, the sample or the remnants thereof shall be stored by the Company for a maximum period of 30 (thirty) calendar days as from the end of the corresponding Services, unless the sample is comprised of perishable goods, in which case the maximum storage period will be reduced.

At the end of said storage period, unless specified otherwise in the Order, the sample or the remnants thereof shall be destroyed by the Company, without it being necessary to inform or notify the client beforehand.

The client shall pay for the entirety of the expenses and costs that result from the returning, destruction or storage of the sample, including in the event that the amount of said expenses is not expressly stated in the Order:

- If the sample is returned to the client: the cost of shipping, insuring and packing the sample shall be paid by the client. Samples will be shipped at the client's risk and jeopardy; the Company's liability cannot be triggered for any reason whatsoever in the event of the damage, deterioration, total or partial loss of the sample during shipping.
- In the event of destruction: the client shall pay all of the expenses and costs of destruction, including in the event that the applicable law and regulations (on hazardous materials and waste, for example) would trigger additional and/or specific destruction expenses.
- If the sample is stored: the Company undertakes to take reasonable steps in accordance with standard practices in order to store the sample at the client's expense and risk. The client shall pay all of the storage expenses, including the additional expenses that result from the obligation of having to comply with the law and the specific regulations on hazardous materials and waste.

## 5. Supply of the Products

The Products ordered are delivered Ex Works (2020 Incoterms), i.e., the products ordered by the client are made available at the location specified in the Order or, if no location is specified, in the warehouses of the Company before being collected by the shipper.

Delivery times are only stated by way of indication. Failure to meet delivery times cannot result in the cancellation of the Order, or refusal of the delivery by the client, or the payment of penalties or damages by the Company.

Partial deliveries may be made of an Order for Products.

When the shipper makes the Products available, the client undertakes to carry out all the inspections and tests that are necessary in order to detect any deterioration, missing items, apparent defects or non-conformance of the Products delivered, with respect to the shipment note, the delivery note and the Order. Any and all refusals, claims or reservations must, in order to be taken into account, be stated on the shipment note in the presence of the shipper, duly signed and stamped, and sent to the shipper and the Company by registered letter with acknowledgement of receipt within three (3) days of receipt (Article L. 133-3 of the French Commercial Code). If no refusals, reservations or claims are recorded in accordance with the above conditions, the Products shall be deemed to conform to the order.

Any deterioration, non-conformance or defects that cannot reasonably be identified when the Products are handed over by the shipper must, in order to be taken into account by the Company, be the subject of a claim that is made within a maximum time-limit of seven (7) days as from the handover thereof by the shipper, which shall be sent by email and registered letter with acknowledgement of receipt and must imperatively contain the following information: the Order reference, the subject of and the reasons for the claim. It is the client's responsibility to provide all proof of the reality of the defects, non-conformance or deterioration declared, so that this can be confirmed by the Company.

## 6. Price and terms of payment

### 6.1 Prices

The price of the Services and of the Products invoiced to the client is that stated in the Order (unit price excluding tax) or, if there is no written order, shall correspond to the rate in force at the time of the beginning of performance of the Services or delivery of the Products.

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Except as otherwise provided for in the Order, the price is expressed in euros, excluding taxes, excluding customs duties, excluding currency conversion fees, excluding sample collection expenses, excluding packaging, and excluding shipping and insurance expenses, which will be invoiced in addition. The applicable taxes are those that are in force on the date of invoice. The prices will be established on the basis of the data and information provided by the client and for normal performance conditions of the Services or normal delivery conditions for the Products.

The price of the Services is revised semi-annually, based on the evolution, upward or downward, of:

- The revised Syntec index published by the Syntec Federation for fifty percent (50%) of the price;
- The consumer price index published by INSEE for fifty percent (50%) of the price. For each of these indices, the reference index is, for the first revision, the last index published on the date the price comes into effect, and, for subsequent revisions, the index used for comparison during the last revision. The comparative index shall be the last index published on the date of the revision of the price.

The revision shall occur automatically without any formality or prior request.

The Company reserves the possibility of applying an increase to the price of the Services defined in the Order (i) in the event that the specific properties of the samples, which are not known at the time of the Order, generate additional costs for the performance of the Services ordered or (ii) in the event of an amendment to the regulations or of the entry into force of a new regulation or of new recommendations being made by the administrative and oversight authorities that are applicable to the Services ordered and/or to the Company and that lead to an increase in the cost of performance of the Services for the Company.

## 6.2 Invoicing

The Company will send the client invoices in electronic format for the attention of the personnel and/or representatives of the client named in the Order.

The client acknowledges that the invoices sent electronically are admitted as originals by the Courts and are proof of the data they contain, with said proof being admissible, valid and enforceable between the Parties, in the same way, under the same conditions and with the same evidentiary value as an invoice that is drawn up, received or stored in printed form.

All printouts of invoices and all printouts of duplicate invoices or audit or analysis reports requested by the client will result in a fixed surcharge of 15 (fifteen) euros exclusive of tax per document being invoiced.

All disputes of an invoice by the client must, in order to be admissible, be notified to the Company by registered letter with acknowledgement of receipt within a time-limit of 30 (thirty) calendar days as from the date of invoicing. If the invoice is not disputed during this time-limit or if the client pays, even partially, the invoice shall be deemed to have been definitively accepted by the client, which shall be deemed to have waived the right to dispute it.

All Orders for Services or Products will give rise to a minimum invoice amount of 50 (fifty) euros excluding tax, including when the cost of the Service or of the supply of the Product is less than this amount.

## 6.3 Payment

Unless stated otherwise in the Order, payment must be made within a maximum time-limit of thirty (30) days after the date of invoice, by cheque, bank transfer, draft, promissory note, truncated bill of exchange or direct debit, at the payment address stated on the invoice. All other payment methods will require the Company's prior written agreement. Payment will not be deemed to have been made until the price has actually been received by the Company.

No discounts are granted for early payment.

Payment of the Company's invoices via offsetting, for any reason whatsoever, is only possible with its prior, express, written agreement.

All late payments of all or part of the Company's invoices will, as of right, and with no need for a reminder or formal notice, oblige the client to pay default penalties, which shall accrue for each day past due on the basis of the rate applied by the European Central Bank to its most recent refinancing transaction, increased by 10 percentage points, as well as a flat-rate indemnity to cover collection costs of €40, without prejudice to the Company's right to request the payment of the default interest defined by law and the reimbursement of the other collection costs it has incurred, upon presentation of supporting documents.

Failure by the client to pay even one invoice when due may also cause, following standard notification and after prior formal notice that has remained without effect for a period of five (5) days, (i) the immediate suspension of the Order concerned, and also of all the client's other current Orders, (ii) all monies owed by the client in respect of the Order concerned to fall due immediately and/or (iii) the cancellation of the Order concerned, for which the client would be liable, without prejudice to the Company's right to claim damages.

## 7. Retention of title clause

THE PROPRIETARY RIGHTS AND ALL THE OTHER RIGHTS, INCLUDING THE INTELLECTUAL PROPERTY RIGHTS AND RIGHTS OF USE CONCERNING THE RESULTS, REPORTS, PRODUCTS, EQUIPMENT, MATERIALS, SOFTWARE APPLICATIONS AND WORK PERFORMED WITHIN THE SCOPE OF THE FULFILMENT OF AN ORDER WILL ONLY BE TRANSFERRED TO THE CLIENT UPON PAYMENT IN FULL BY THE CLIENT OF ALL MONIES, NAMELY THE PRINCIPAL, INTEREST, PENALTIES AND INCIDENTAL AMOUNTS, THAT ARE OWED IN RESPECT OF SAID ORDER; PAYMENT WILL ONLY BE DEEMED TO HAVE BEEN MADE UPON ACTUAL RECEIPT OF SAID MONIES.

Until these monies have been paid in full by the client, the client will not have any rights, in particular proprietary rights or rights of use, to the results, reports, products, equipment, materials, software applications and work and, consequently, shall refrain from using them and exploiting them for any purpose and in any way whatsoever. Until the price of the Products has been paid in full, the client must not resell them or use them as collateral. In the event of an attachment or any other action by third parties concerning the Products, the client must inform the Company of this without delay so that it can safeguard its rights. In the event that even one invoice is not paid in whole or in part, the Products must, at the Company's request, be returned to it immediately at the client's expense and risk; the Products that are in the client's possession shall be deemed to be those for which payment has not been made. As necessary, the client authorises the Company or any person empowered by it to access its premises and/or its operations in order to recover Products within the usual opening hours. If the Products that are the subject of the retention of title clause have been resold by the client, the Company's claim shall be automatically transferred and apply to the receivable for the sale of said Products. To this end, the client declares that it assigns to the Company all the receivables that will arise from reselling Products for which payment is outstanding, title to which has been retained.

## 8. Intellectual property

8.1 Unless expressly agreed and stipulated otherwise in the Order, all of the Company's intellectual property rights, in particular those concerning the Services and Products, including, but not limited to, the patents, studies, design rights, models, blueprints, trademarks, accreditation or certification marks, logos, trade names, commercial names, copyrights, computer programs, software applications, source codes, databases, know-how, manufacturing secrets, technical or scientific methods, processes and knowledge, technologies, ideas, concepts, improvements and enhancements, including when they are developed during the fulfilment of the Order, will remain the exclusive property of the Company and will not be assigned or transferred in any way whatsoever to the client. The client shall refrain from claiming any right whatsoever to these elements and from contesting the validity thereof. Only the ownership of the results will be transferred to the client, provided that they have been paid in full by the client. Notwithstanding the transfer of ownership of the results to the client, the Company is expressly authorised to retain said results and to publish them anonymously in a way that does not make it possible to identify the client.

8.2 The publication, circulation, public display or reproduction by the client, in any form whatsoever, on any media whatsoever and for any purpose whatsoever, of the results, analysis reports and, more generally, all documents issued by the Company, in which the Company, its name and/or its logo and/or any distinctive sign that belongs to it is/are mentioned or reproduced, requires the prior, express, written agreement of the Company.

Similarly, the client is not authorised to publish, display publicly, reproduce or circulate the Company's accreditation or certification mark. The reproduction, public display, circulation or publication by the client of the report in its entirety is not regarded as use of the accreditation mark, but must receive the Company's prior, express, written authorisation, as described above. In all cases, the client shall hold the Company harmless from all consequences, damages, claims, complaints, actions, lawsuits, payments, indemnities or compensation, of any kind whatsoever, that may result from the use, the circulation, the publication, the public display or the reproduction of the results, reports and documents issued by the Company, including where such use was authorised ahead of time by the Company.

## 9. Guarantees / responsibilities

9.1 Orders will be fulfilled under the supervision and control of the Company, under the best possible conditions and in accordance with the applicable standards.

It is the client's responsibility, in particular when required by the key issues and the context, to control and verify, at its expense and under its responsibility, the coherence of the results, and even to request a second analysis to ensure the accuracy of the results delivered by the Company. In the event that it is clear that the results released are inaccurate or inconsistent, it is the client's responsibility to inform the Company of this immediately and not to use or exploit said results in any way whatsoever.

9.2 The Company does not guarantee under any circumstances that the Services and/or the Products will make it possible for the client to attain a given target or achieve the return on investment that is expected or hoped for by the Client on account of the Services and/or the Products. The client alone is responsible for the use and exploitation of the results, reports and, more generally, the Services performed and the Products supplied by the Company.

In particular, if the Company has not been expressly mandated by the client, pursuant to an Order, to define a sampling plan (that specifies the purpose of the samples to be analysed, and the frequency of the sampling and analysis) and/or the definition of the precise scope of the analyses to be performed, or if the client has not followed the Company's

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recommendations, the Company's liability cannot be triggered under any circumstances by the client or third parties, in the event that the sampling plan implemented and/or the scope of the analyses and services to be performed are found to be insufficient and/or unsuitable with respect to the objective expressed or expected by the client.

The exploitation of the results is exclusively the purview of the client, which alone must take, under its exclusive responsibility, the steps that the client deems to be appropriate.

9.3 The client is responsible for the perfect preparation and safe transmission of the samples provided to the Company for the performance of the Services. Unless there is an express provision to the contrary in the Order, the Company is not liable under any circumstances for any losses, deterioration or damage that may occur during the taking, collection or shipping of the samples. The client alone is responsible for the safety, shipping, packing and insurance of the sample between the sample being taken and arriving at the laboratories or establishments where the Services are performed.

9.4 The client represents, warrants and undertakes to ensure that all the samples that are sent and/or intended to be analysed pursuant to an Order are in a stable condition and do not pose any danger. The client undertakes to indemnify in full the Company, its personnel, its representatives and its sub-contractors, if any, for all damage, loss, costs, expenses and harm, whether direct or indirect, regardless of the nature thereof, that they may have suffered or incurred on account of the samples, even if the client informed the Company of the potential risks posed by said samples.

9.5 Unless there is an express written agreement to the contrary between the Parties, the contractual relationship only exists between the client, from which the Order originated, and the Company. No contract or agreement entered into by the client on behalf of a third party, with a third party or that benefits a third party can produce any effects of any kind with regard to the Company or create any binding obligations or commitments for the Company. Consequently, the client shall hold the Company harmless in full from all actions, claims or complaints from a third party that is linked to the client or to the Order in any way whatsoever, in any form whatsoever and for any reason whatsoever, and undertakes to compensate the Company in full for all damage, compensation, losses, costs, expenses and interest that the Company may be compelled to pay to said third party.

#### 10. Liability limitation

The liability of the Company (including all persons associated with the Company for the fulfilment of the Order, in particular its personnel and its representatives) can only be triggered by the client if the client proves the existence of direct and immediate harm that results from gross or wilful negligence committed by the Company in the fulfilment of the Order, and only if the client has notified its claim to the Company by registered letter with acknowledgement of receipt within 6 (six) months of the harm being discovered.

In all cases, the Company's liability is expressly excluded in the event of force majeure, as defined in Article 11 of these ToS, or in the event of breaches by the client of its own statutory, regulatory or contractual obligations in respect of the Order.

If harm occurs, the client undertakes to make all arrangements and take all steps, in a timely manner, to mitigate its loss to the greatest extent possible. All breaches by the client of this obligation may trigger its own liability and/or limit that of the Company. In all cases, in the event that the Company's liability is triggered, for any reason

whatsoever and regardless of the type of harm (with the exception of bodily injury), the amount of the compensation required of it (including, in particular, but not limited to, indemnities, penalties, additional expenses, lawyers' fees and legal defence costs, as the case may be) may not under any circumstances exceed, for all amounts combined, the lowest of the following amounts: (i) the amount of the direct and immediate harm caused by the gross or wilful negligence committed by the Company in the fulfilment of the Order concerned and (ii) ten times the amount excluding taxes invoiced by the Company to the client in respect of the Order concerned, within the limit of a cap of 15,000 (fifteen thousand) euros.

The Company can never be required to compensate indirect harm and consequential or ensuing loss suffered by the client and/or a third party, or loss of turnover, loss of earnings, loss of expected savings, loss of value of a going concern, loss of a contract or of a business opportunity, or harm to the image or reputation of the client or of a third party.

The client expressly waives all other action against the Company's insurers and shall take personal responsibility for obtaining, and guarantees to the Company and its insurers that it will obtain, an equivalent waiver from the client's own insurers.

The client expressly accepts the application and enforceability of this liability limitation clause with respect to its contractual relations with the Company and acknowledges that the price of the Services and/or of the supply of the Products was determined in light of this liability limitation clause.

#### 11. Force majeure

The Company may not be held liable for the total or partial failure to fulfil its obligations in respect of these ToS and an Order, if said non-fulfilment is caused by an event that constitutes force majeure within the meaning of French law and case law. In addition to the statutory and case-law definition, the Parties have agreed that the following shall be deemed to be force majeure events that exclude the Company's liability: fires, explosions, floods, storms and other natural disasters, pandemics, wars, including civil wars, uprisings and invasions, riots, cyberattacks, shortages, difficulties with or interruptions of supplies of materials or shipping, accidents that affect production, abnormal certification times, amendment or entry into force of a new law or regulation that impacts the Order, total or partial strikes or other industrial action involving the personnel of the Company or that of its suppliers or service providers, occupations of factories or premises, administrative decisions, non-renewal or withdrawal of the necessary administrative authorisations through no fault of the Company, or acts of state.

The Company shall inform the client as soon as possible of the occurrence of one of said events that affects the fulfilment of the Order and may, depending on the circumstances, cancel the current Order, or suspend or delay the fulfilment thereof without the client being able to claim any form of compensation in this regard or being able to cancel its Order, unless the Company provides its prior written agreement.

The occurrence of a force majeure event does not release or exempt the Parties from their payment obligations under these ToS and the Orders.

#### 12. Confidentiality

The Company undertakes to treat the analysis report that is delivered to the client confidentially and shall refrain from using or disclosing said report to any third party whatsoever, for any reason whatsoever, except to prove the fulfilment of the Order and the performance of the Services and, in particular, to obtain payment therefor, or at the request of a relevant administrative authority or in order to execute an enforceable court decision.

The Company also undertakes to treat confidentially all the technical, commercial, financial or other information that may be disclosed to it for the fulfilment of an Order, provided that it is identified as confidential by the client. The information obtained or generated during the fulfilment of an Order may, in any event, be disclosed by the Company, without the Company's liability being triggered, (i) to its service providers and/or sub-contractors who are involved in the fulfilment of the Orders, who undertake to keep said information strictly confidential, (ii) to all accreditation audit organisations for an audit of the Company and (iii) to all administrative and judicial authorities that request said information.

The client reciprocally undertakes to treat as confidential all technical, scientific, commercial, financial and information of any other type concerning the Company of which it may be aware in the fulfilment of an Order, including information concerning the Company's Intellectual Property Rights, the composition of the Products and the contents of the software delivered by the Company, until said information falls into the public domain other than through a breach of this confidentiality obligation by the client.

#### 13. Personal data

For the fulfilment of these ToS and of an Order, the Parties may implement 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 "GDPR"), as well as of French Law no. 78-17 of 6 January 1978, as amended, on computerised data processing, personal data and civil liberties (hereinafter jointly referred to within this Article 13 as the "Regulations"). The Parties undertake to comply with the Regulations with regard to such data processing.

The terms used in this Article are deemed to have the same meaning as that given to them by the Regulations.

The client alone will be the controller for the personal data processed on its behalf, whether by the client itself or by third parties. When the client discloses personal data to the Company, the client must first ensure that the data subjects have been informed of this disclosure and, where necessary pursuant to the Regulations, that their authorisation has been obtained. The client shall hold the Company harmless from all claims, complaints, actions or lawsuits by third parties, in particular data subjects and the Supervisory Authorities (such as the CNIL) on account of failure to comply with the Regulations.

For the management of its relationship with the client, the Company may collect and/or process personal data concerning the client's staff, representatives and service providers or the client's own clients. Said data is primarily identification data for the data subjects (names, telephone numbers and business email addresses, and functions), as well as all the other information that is strictly necessary for the purposes of the processing described below.

Personal data will be processed by the Company for the purposes of entering into and fulfilling these ToS and Orders for Services and/or Products, including the management of the contractual and commercial relationship, deliveries, invoicing, payment, client accounting, potential claims, and moreover with the aim of carrying out direct marketing actions and satisfaction surveys.

These forms of processing are based on the need for the Company to fulfil its contractual obligations in connection with the fulfilment of these ToS and Orders, and to comply with its statutory and regulatory obligations. They are also justified by the Company's legitimate interest in implementing them.

Personal data is accessible only to authorised members of the Company's personnel who require knowledge thereof, as well as to its outside service providers and sub-contractors, if any, who are required to respect the confidentiality of the data to which they have access, who shall ensure that they take all necessary steps to ensure the confidentiality and security of said data and who undertake to process data only for the precise operation for which they must be involved. Personal data may also be disclosed in a manner other than those provided for above, in order to fulfil a statutory or regulatory obligation, or at the request of an administrative authority or a judicial authority.

Personal data will be retained throughout the business relationship between the Company and the client, then stored in intermediate archives, access to which is restricted and secure, throughout the applicable statutory limitation and/or storage periods. In particular, the Company is required by law to retain certain information for a period of up to 10 (ten) years after the end of the business relationship with the client, for accounting and tax purposes. At the end of this period, the data will be definitively erased, with the exception of the data that will be made anonymous for statistical and research purposes.

If personal data is transferred to a country outside the EU and the EEA, legal instruments that are recognised as appropriate by the Regulation in terms of effecting the transfer concerned shall be implemented.

Persons whose personal data is processed by the Company shall benefit, subject to providing proof of their identity, from a right of access, rectification or erasure with respect to their personal data, from a right to restrict processing, from the right to object to processing, and from the right to the portability of their data. These rights must be exercised under the conditions and in accordance with the terms provided

for by the Regulations. All requests must be sent by email to: [fr\\_rgpd@eurofins.com](mailto:fr_rgpd@eurofins.com) or by postal letter to the address of the Company's registered office. Data subjects can also file a complaint with the supervisory authority (CNIL), the headquarters of which is located at 3 place de Fontenoy, 75007 Paris, France.

PROCESSING - When the Company processes personal data in the capacity of processor, on behalf of and as instructed by the client, a specific agreement that defines the respective obligations of the client and the Company for said processing shall be signed.

#### 14. Laws on economic sanctions

14.1. For the purposes of this clause, the terms:

“Economic Sanction(s)” means all economic sanctions, restrictive measures or trade embargos adopted by the United Nations Security Council, the European Union, the United States of America or any other sovereign state.

“Law on economic sanctions” means all laws, all regulations or all decisions that promulgate or impose economic sanctions.

14.2. The client undertakes and guarantees that, throughout the duration of its contractual relations with the Company:

- The client is not and will not be the target of any Economic Sanctions.
- To the best of its knowledge, the client is not and will not be controlled or held through beneficial ownership by a person who is subject to Economic Sanctions.
- The client complies with and will comply with all the Laws on economic sanctions. Without limiting the scope or the general nature of the above, the client shall refrain (i) from directly or indirectly exporting, re-exporting, transshipping or delivering in any other way the Services and Products or any other service in breach of any Law on economic sanctions, or (ii) acting as a broker, financing or facilitating in any other way any transactions in breach of any Law on economic sanctions.
- And, the client is not engaged in any proceedings and is not being investigated in any way by the authorities on account of a suspected breach of a Law on economic sanctions.

14.3. The client shall indemnify the Company, all companies that are affiliated to the Company (sister, holding and parent companies), its personnel, its agents and its representatives for all losses, forms of liability, damages, fines, costs (including, but not limited to, court costs) and expenses incurred by, or paid by the Company on account of the client breaching its undertakings specified in paragraph 14.2 above.

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

- Suspend the fulfilment of all current Orders, in whole or in part, until the client can legitimately resume the fulfilment of the Order(s); and/or
- Initiate discussions with the client with a view to the possible modification of the current Orders, to enable the fulfilment thereof in compliance with the Laws on economic sanctions; and/or
- Inform the client of the immediate cancellation of all or part of the Order.

No compensation shall be owed to the client on account of the implementation of any one of the penalties provided for in this paragraph 14.4.

#### 15. Applicable law / disputes

These ToS, all Orders and, more generally, the contractual relations between the Parties, are governed by French law, to the exclusion of the international rules that are applicable to conflicts of laws and of those that result from the Vienna Convention on Contracts for the International Sale of Goods.

The Parties agree that all disputes to which these ToS and an Order may give rise between them, concerning the validity, entry into, construction, performance and termination thereof, the consequences and/or the after-effects thereof, shall be submitted to a conventional mediation procedure prior to any legal proceedings, except in the event of claims made through urgent proceedings, ex parte proceedings, third-party notices or interlocutory applications, for which the matter may be directly brought before the Court that has jurisdiction as to subject-matter in the district of the Company's registered office.

The Party that wishes to implement the mediation must inform the other Party of this by registered letter with acknowledgement of receipt, and propose the name of a trained mediator who is qualified to mediate. The other Party shall have a time-limit of eight

(8) days in which to notify its disagreement as to the name of the proposed mediator, failing which it will be deemed to have accepted the name of the proposed mediator. In the event of a disagreement between the Parties over the choice of a mediator, the first Party to take action may request the appointment of a mediator by the President of the Commercial Court of competent jurisdiction in the district of the Company's registered office.

The mediator's expenses and fees shall in all cases be split equally between the Parties. Absent an agreement between the Parties within two (2) months of the matter being referred to the mediator, the Parties will again be free to take action and may bring the matter before the Court that has jurisdiction as to subject-matter in the district of the Company's registered office, on which they confer exclusive jurisdiction to resolve the dispute, notwithstanding multiple defendants, interlocutory applications and third-party notices.

All client actions based on these ToS and an Order must, in order to be admissible, be brought before the courts of competent jurisdiction pursuant to this Article within a maximum time-limit of one (1) year, in accordance with Article 2254(1) of the French Civil Code.

#### 16. Miscellaneous provisions

16.1 Code of Ethics: The Company is committed to high ethical standards in conducting business. The standards to which the Company is committed are set out in the Eurofins Group Code of Ethics.

16.2 Severability: If one of the provisions of these ToS and of an Order are held to be invalid or inapplicable, the Parties shall consult with each other in order to agree on a provision or provisions to replace the invalid provision(s) and that will make it possible to fulfil, as effectively as possible, the economic objective and the intention of the invalid provision(s). All the other provisions shall retain their full force and scope, unless these ToS and the Order concerned become devoid of purpose or impossible to perform.

16.3 Absence of waiver: No tolerance, regardless of the nature, the extent, the duration or the frequency thereof, may be deemed to create any form of right whatsoever, nor may it be construed as a waiver of any one whatsoever of the provisions of the ToS and of an Order; each of the Parties reserves the right to demand compliance therewith, even retrospectively.

16.4 Language: The original version of these ToS is written in French and takes precedence over all other versions or translations of these ToS into another language.

16.5 Notices: Without prejudice to any provisions to the contrary in these ToS, all notices between the Parties shall be sent by letter in printed form in a manner that allows for proof of receipt thereof (registered letter with acknowledgement of receipt), to the address of the registered office of the recipient Party; all time-limits shall start to run from the date of the first delivery attempt of said letter to the recipient Party.

16.6 Prohibition on hiring away employees: The client undertakes not to hire

away, recruit or give work to, either directly or via an intermediary, any member of the Company's personnel who participated in and/or who worked on the fulfilment of an Order during the period of performance of the Services ordered, for a period of two (2) years following the end of their contractual relations in respect of said Order, even if the initial approach is initiated or instigated by the Company employee themselves. The Company may, on a case-by-case basis, at the request of the Client and/or the employee concerned, release the Client from this commitment by express, prior written agreement.

## Annex III:

**AGREEMENT FOR USE OF THE EXTRANET SITE**  
**FROM EUROFINS HEART OF FRANCE LABORATORY**

Between,

**The Local Mixed Economy Public Limited Company Eurofins Laboratoire Cœur de France, whose head office is located on Bd de Nomazy in Moulins, represented by its management.**

**Hereinafter referred to as: Eurofins Laboratoire Cœur de France**

And

**Company :**.....

**Name :**.....

**First name :**.....

**Address :**.....

**Such :**.....

**Email :**.....

**Hereinafter referred to as: the client**

**Preamble**

**Eurofins Laboratoire Cœur de France carries out analyses in the following areas:**

- Hydrology: chemistry and microbiology
- Food hygiene
- Animal Health

**As part of all these analyses, Eurofins Laboratoire Cœur de France has decided to provide its clients with an extranet site so that they can consult and download the results of the analyses concerning them.**

**In order to regularize and formalize the relations between the two parties, in particular the terms of use of the analysis reports, the following is agreed:**

**1. Definitions**

**The following definitions apply to both the singular and plural forms.**

**Extranet: single, identified and secure entry point from which the client accesses the results of the analyses concerning them.**

**Report: set of documents made available to the client by Eurofins Laboratoire Cœur de France in PDF format.**

**Unvalidated or partial result: all information available on the Extranet and provided to the client for information purposes. As this result is not validated, it is subject to change and its use cannot call into question the responsibility of Eurofins Laboratoire Cœur de France.**

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## 2. Purpose of the agreement

The purpose of the agreement is to define the conditions under which the parties have decided to govern their relations as recalled in the preamble to this agreement and more specifically the conditions under which the client may use the Eurofins Laboratoire Cœur de France extranet.

## 3. Contractual documents

The contract is formed by the customer's acceptance of this agreement. Any subsequent modification of this agreement or any amendment will be considered valid if it is co-signed by both parties.

## 4. Use of results

Only reports downloaded in PDF format, signed by an authorized signatory of Eurofins Laboratoire Cœur de France and not bearing the mention "DUPLICATE" can be considered validated.

The use of partial results or non-validated results will be the responsibility of the client. The client is particularly informed that in the case of analyses carried out on mixtures of several samples, the non-validated result applies to the entire mixture and not to the individual sample.

## 5. Duration

This agreement is concluded for an indefinite period from its signature by both parties.

Either party may terminate this agreement by mail with one month's notice. No compensation will be owed by the party requesting termination to the other party.

## 6. Price

The Extranet is a free service offered by Eurofins Laboratoire Cœur de France to its customers.

## 7. Right of use and access conditions

After the client has accepted this agreement, they will have access to the Extranet at the following address: <https://resultats-cdf-lcam.ftfr.eurofins.com/>. This access is personal, non-exclusive and non-transferable. It will be done using a username and password provided by Eurofins Laboratoire Cœur de France. The client will then have the option to change their password directly on the extranet.

The username and password are personal; their use is the sole responsibility of the client and is considered by Eurofins Laboratoire Cœur de France as originating from the client. Consequently, Eurofins Laboratoire Cœur de France cannot be held responsible for any identity theft when connecting to the extranet.

However, if the customer notices fraudulent use of his username and/or password

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password, he will inform Eurofins Laboratoire Cœur de France by any means at his convenience so that Eurofins Laboratoire Cœur de France can reset his account.

## **8. Collaboration between the parties**

The parties undertake to collaborate on the following points throughout the duration of the CONTRACT :

- Mutual information, as soon as possible, of any element likely to directly or indirectly influence the execution of the contract
- Taking all necessary measures to promote their good cooperation and to facilitate the execution of this agreement

## **9. Saving downloaded reports**

The client remains solely responsible for backing up the downloaded report. The client guarantees that it will not be disclosed to any third party who is not the recipient of the said report.

## **10. Availability of the extranet**

The customer expressly acknowledges that differences in the capacity of the various Internet networks and subnetworks, as well as the influx of connections by customers at certain times, may lengthen the transmission and exchange of information times. Consequently, the liability of Eurofins Laboratoire Cœur de France with regard to any delay relating to the exchange and transmission of information electronically is strictly limited to the exit of the information from the server installed on its premises.

Under no circumstances can Eurofins Laboratoire Cœur de France be held liable if the extranet should be unavailable for reasons beyond its control (in particular failure of the public electricity network or private operators on which the extranet depends).

Furthermore, for extranet maintenance purposes, Eurofins Laboratoire Cœur de France may suspend access to the latter, without notice and for an indefinite period.

## **11. Liability**

It is expressly agreed and accepted by the client that Eurofins Laboratoire Cœur de France is only bound, for all the services defined in this agreement, by an obligation of means and not by an obligation of results.

Under no circumstances shall Eurofins Laboratoire Cœur de France be held liable for any indirect damages such as loss of business, loss of profit or image, or any other financial loss resulting from the use or inability to use the extranet. Consequently, no compensation shall be payable for any damages.

## **12. Force majeure**

**Neither party may be held liable for the non-performance, failures or delays in the performance of any of its obligations which are due to the occurrence of a case of force majeure as usually recognized by case law.**

**Force majeure suspends the obligations defined in this agreement.**

## **13. Entirety**

**This agreement defines all the obligations of each party.**

**Any temporary or permanent tolerance by one of the parties towards the non-performance or imperfect performance of one or more obligations defined in this agreement may not be considered as a waiver, even implicit, of the rights arising from said obligation.**

## **14. Applicable law**

**This agreement is governed by French law.**

**By signing this document, I acknowledge having read this document and declare that I accept its terms.**

**The customer,**

**Made in .....**

**The.....**

**Signature :**

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**Annex V:****Mail template to be used and sent to the following address**

Dear Sir, dear Madam,

This e-mail is to inform you that we are sending samples that could pose a risk to your company.

Samples concerned (name):

Number:

Risk involved (chemical, biological, other) :

Transportation instructions:

Personal protective equipment required:

Other instructions?

Safety data sheet:

Other information:

Yours faithfully,