

GENERAL TERMS AND CONDITIONS OF SALE

1. Application area

1.1 All orders accepted by **Eurofins OBIKŚ Polska Sp. z o.o.** or its subsidiary (abbreviated as "**EOP**") will be executed on the basis of the General Terms and Conditions of Sale ("Terms and Conditions of Sale"), including telephone orders not confirmed in writing and orders in the form of samples provided for testing. The application of these Terms comes into effect when the order is submitted to the **EOP** and is approved. An order is considered approved by **EOP** when (a) **EOP** determines its readiness to execute the order, without the need for written confirmation, or (b) **EOP** accepts the order in writing.

1.2 The Terms of Sale supersede all prior oral or written quotations and agreements between the parties and, unless otherwise specified, take precedence over all conflicting and inconsistent subsequent written agreements between the parties. No manager (other than the Managing Director/Business Unit Manager), employee, agent, or subcontractor of **EOP** has the authority to modify or deviate from the Terms or to do anything that conflicts with or circumvents the Terms; no changes, deviations or activities are allowed within the **EOP** unless approved in writing by the Managing Director/Business Unit Manager.

2. Submission of the order

2.1 A client's order is valid if it is submitted by post or fax or electronically on the client's letterhead or on an **EOP** form in paper or electronic form, and the commercial aspects of the order that are not specified in the Terms (price, execution time and delivery date) must be agreed upon upon receipt of the order. The customer must immediately confirm in writing an order placed by telephone, which will be treated as an order when the customer submits samples to **EOP** referring to the reference number assigned to him. **EOP** is not obliged to start its analysis until the request is understandable and contains all the necessary information.

2.2 Until the written approval of the Managing Director/Business Unit Manager, any guidance from the client (whether contained in an order, instruction or other document) deviating from the Terms and Conditions cannot be taken into account. In addition, special issues or conditions of existing orders, including price discounts, will not automatically apply to subsequent orders. Each order accepted by **EOP** will be treated as a separate agreement between **EOP** and the client.

2.3 **EOP** is entitled to charge administrative costs up to PLN 25 in the event of a request for additional service as part of the engagement. Submitting a request for additional service for samples accepted in the laboratory will be treated as a new order and may affect the change of the order completion date.

2.4 Any logistics service outside the laboratory is fully payable by the customer, unless it is cancelled or changed by the customer at least 24 hours before the collection, 48 hours before the sampling and 1 week before the audit service.

3. Pricing and Payment

3.1 Unless otherwise stated, **EOP's** company prices apply, excluding packaging, which is treated separately. Any additional costs and outlays incurred by **EOP** in connection with the assignment must be covered by the client.

3.2 Prices do not include taxes (VAT) and are based on the price list valid on the day of providing the offer to the customer. The amount of taxes is in accordance with the rate applicable on the date on which the tax obligation arises.

3.3 In the absence of other arrangements with **EOP** when approving the order, payment of all invoices is up to 14 days from the date of the invoice. Any objections regarding the invoice must be received within 30 days from the date of issue of the invoice. No issues regarding the result of the analysis can be a reason for delays in payment. Each invoice not paid on time may result in a financial penalty constituting 1% of the monthly value of the unpaid invoice, counting for each commenced month of arrears.

3.4 Invoices are issued for a minimum amount of 180 PLN (unless otherwise agreed). **EOP** has the right to include administrative costs up to \$15 associated with rebilling.

3.5 The payment method for the invoice, bank transfer or cash on delivery order, payment in cash is selected. Any other form of payment must be agreed with **EOP** in advance. The customer undertakes to provide information regarding the bank account.

3.6 **EOP** is entitled to pre-charge payment up to 100% of the bid value as a condition of the services.

4. Customer's responsibility to provide samples or other materials

4.1 The quality of the samples or materials must be such as to enable analysis/reporting or production of the products ordered. **EOP** is authorized to inspect samples or materials for quality prior to testing, reporting, or use in production. The customer shall bear the cost of such inspection in the event that the samples or materials do not meet the requirements set out in clause 4.1. If the result of such verification indicates that analysis or production is not feasible or is feasible only under more difficult conditions than expected – for example, because samples or materials have been contaminated with foreign materials or substances not declared by the customer or are of poor quality – **EOP** has the right to withhold or cancel the order and the customer will be charged for **EOP's** costs.

4.2 The customer must ensure and guarantee that none of the samples pose a dangerous hazard during transport, in the laboratory, to the equipment, personnel or their representatives. The customer is responsible for knowing hazardous waste regulations regarding information, transport and disposal and informing **EOP** personnel or their representatives of health and safety hazards, including known or expected toxins or other contaminants that may be present in the sample, as well as their level of contamination and the risks to **EOP** and its equipment, personnel and representatives associated with this contamination. The customer will be responsible for all costs, damages, losses, and injuries to **EOP**, its personnel or representatives, whether during sampling, transportation, or at the laboratory site caused by the customer's sample or sampling conditions. The customer will pay all costs related to the necessary disposal of hazardous waste from the sample, regardless of whether it was determined to be hazardous or not. Upon **EOP** request, the customer must provide an accurate composition of the samples.

5. Ownership Rights for Test Material and Storage of Samples

5.1 All samples become **EOP's** property to the extent necessary to fulfill the order. If the customer does not pay for storage, **EOP** is not responsible for samples sent to **EOP** for storage, which also applies to samples that require refrigeration. If the customer pays for storage, **EOP** takes the appropriate steps to properly store the samples.

5.2 **EOP** may remove or destroy specimens immediately upon completion of analyses, unless **EOP** has agreed in writing with the customer on a post-examination specimen handling policy. **EOP** also has the right to remove or destroy samples after a designated period of time without notice and at the customer's expense; The cost must comply with regulations concerning, for example, the disposal of hazardous waste. If the customer requires the return of unused test materials, **EOP** will return it to the customer at the customer's expense and under the customer's responsibility..

6. Date of delivery. Completion date

6.1 The delivery date and due date are estimates and are not strictly binding on **EOP**. However, **EOP** should make every effort to meet the deadlines set.

6.2 The results are sent by e-mail and/or by post or by any other electronic means addressing them to the person indicated by the client on the order, immediately after the completion of the analysis.

7. Transfer of ownership

7.1 Analysis results, products, devices, software, and the like provided to the **EOP** customer remain the property of **EOP** until all amounts due have been paid by the customer, and until that time the customer has no right to use them. In addition, even if **EOP** has accepted the order and started executing it, **EOP** has the right to stop the process at any time if the customer delays payments resulting from the order or other orders.

7.2 Even after payment in full by the customer, **EOP** shall still have the right to store, use and publish all results of the analysis in an anonymous form that does not reveal the customer's identity.

8. Warranty and Liability conditions

8.1 Orders are executed under the conditions available by **EOP** in accordance with the current state of technology and the methods generally used by **EOP** and the results may not always be 100% accurate or adequate. Analysis, interpretation, evaluation, consultation, and conclusions are prepared at an appropriate level, but **EOP** cannot guarantee that it will always be appropriate or error-free. This limited warranty is valid for 6 months from the date of delivery of the samples, unless otherwise agreed in the order. In all cases, the client must independently verify the correctness of the results, interpretation, evaluation, and conclusions provided by **EOP**.

8.2 Each analytical report refers only to the sample analyzed by **EOP**. If **EOP** has not been authorized and paid in a timely manner to define a sampling plan (including which samples of which raw materials and products and with what frequency should be analyzed) and to determine the extent of precision of the analysis, or if the customer has not met **EOP's** requirements, **EOP** shall have no liability if the sampling plan and/or extent of analysis is found to be insufficient or inadequate.

8.3 The customer is responsible for properly providing samples to **EOP** for analysis or materials for production. Unless otherwise agreed in writing, **EOP** is not responsible for any loss or damage to samples during transit. In all cases, the customer is responsible for securing, packing, and insuring the samples during their transportation until they are delivered to **EOP's** headquarters. **EOP** will use reasonable efforts in the handling and storage of samples, but **EOP** is not responsible for any resulting loss or destruction of samples upon receipt.

8.4 The customer warrants and represents to **EOP** that all samples sent to **EOP** are in a safe and stable condition and agrees to indemnify **EOP** for any losses, injuries, liabilities and costs incurred by **ES** or its personnel due to a sample that is in an unstable or unsafe condition and does not provide notice from the customer of any problem with the sample. The customer must always notify **EOP** in writing prior to shipment of hazardous or risky samples and provide the appropriate label for the packaging.

8.5 Unless otherwise agreed in writing by both parties, the agreement applies only to the customer's relationship with **EOP**. No third party shall be a beneficiary or collateral for the order and the client shall indemnify **EOP** against claims by third parties in any way connected with the client or the order.

9. Limitations of Liability

9.1 Except where such restrictions are unlawful: (a) **EOP** (and its employees, officers, officers, directors, agents and consultants, and all partners and its affiliates) will only be liable for direct damage caused by intentional misconduct in the execution of the engagement and only if **EOP** has received written notice of the situation no later than 14 days from the date of receipt of the result by the client (unless, unless, that a different period is governed by law and cannot be changed); (b) in all cases (whether in the event of an agreement, damages, negligence, liability, indemnity or otherwise) **EOP's** liability in respect of a complaint or several related complaints relating to the Terms shall be limited to: (i) direct damage caused by **EOP's** intentional misconduct in connection with the execution of orders and (ii) 10 times the amount **EOP** received from the client in connection with the execution of the order; up to PLN 15,000.

9.2 **EOP** is not liable for damages (m.in. loss of profit, goodwill, business opportunity) caused by the fault of the customer or third parties.

9.3 **EOP's** acceptance of the order is a condition for **EOP's** ability to receive compensation from the customer for any damages, losses, injuries, and costs incurred by **EOP** as a result of **EOP's** participation in the services or production or software covered by the Terms, excluding those that **EOP** must incur under the Terms and conditions for the customer's coverage of such damages

10. Submission of complaints

The Client has the right to submit a complaint in writing within 14 days from the date of receipt of the analytical report. The laboratory will also accept and process a complaint from a third party in the same way as complaints from customers. However, the client shall pay the cost of the re-analyses, unless the results of the re-analysis differ from the original results. In addition, re-analysis is possible if EOP has a sufficient amount of the original sample at the time the results are challenged by the customer. Otherwise, the customer must bear the costs of re-sampling, transport and re-analysis

11. Fortuitous Events

EOP shall not be liable for delays, errors, destruction or other problems caused by fortuitous events which are difficult to foresee and are beyond EOP's control or which result from national laws and regulations.

12. Confidentiality and handling of customer data

12.1 EOP is entitled to store and use in any way personal or commercial data received from the Client, whether such data comes directly from the Client or from a third party, and will comply with the principle of confidentiality in accordance with the law.

12.2 EOP will respect the confidentiality of all analytical results and reports in EOP's possession (as described in Section 7.2) and has the right to use them for the purpose of presenting them in order to receive payment for services rendered.

12.3 The results of the analyses are prepared and communicated exclusively for the Client's needs. EOP cannot disclose results to third parties. In addition, the customer is required to maintain secrecy regarding the services provided by EOP and their results, the composition of the products and software provided by EOP. The results of the analyses may not be made public (e.g., use for marketing purposes) without EOP's prior written consent. Even if EOP gives such written consent, the customer (a) is responsible for the consequences of such disclosure to third parties, and (b) agrees to indemnify EOP for any resulting liability..

13. Disclaimer

13.1 All terms, conditions and warranties (including warranties of merchantable quality and fitness for particular tasks) regarding the type, quality and duration of performance of research services, results, equipment, products or software provided by es are excluded to the maximum extent permitted by applicable law. only the warranties, obligations and liabilities contained in the terms and conditions apply.

13.2 The Terms may be modified in writing by EOP from time to time and orders will be executed on the basis of the then current version of the Terms in force at the time of acceptance of the order.

13.3 If any provision is waived, restricted or invalidated, or any part of the Terms becomes illegal or unenforceable, all other provisions shall continue to apply to the fullest extent possible.

13.4 Failure by EOP or the customer to exercise any of the rights contained in the Terms shall not result in a waiver or invalidation of those provisions.

14. National Law/ Jurisdiction

14.1 The construction, validity and application of the Terms and Conditions shall be governed by the laws and trade regulations of the Polish Republic and the city in which the registered office of the Accepting EOP is registered and in which exclusive jurisdiction applies.