General Terms & Conditions of Services (Sweden)

Definitions

Customer refers to a customer (companies, organizations or authorities) that gives Eurofins the task of carrying out an Assignment.

Eurofins refers to the Swedish company within the Eurofins Group that has accepted the Customer's order. The "Eurofins Group" refers to all the companies that form a part of Eurofins Scientific SE's group of companies and/or network of laboratories, or that are directly or indirectly controlled by, control or are under joint control with such company.

Assignment is a collective name for the test- sample or analysis services that Eurofins performs on behalf of the Customer, including any agreed additional services or changes to Eurofins' services.

Sample refers to the material the Customer wishes to have tested or analyzed in an Assignment.

Quotation Letter refers to the quotation letter, including its annexes that Eurofins will give to the Customer: The Quotation Letter will amongst others include information regarding the scope of the Assignment, time plan, prices, terms of payment etc.

1. Area of Application

1.1 These general terms and conditions are applicable for Assignments between Customer and Eurofins, but also in situations where a third party orders or pays the Assignment. In such latter case the Customer is responsible for such third party as if it was the Customer itself. These terms and conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. Alterations, waivers or warranties that conflict with or purport to override these general terms and conditions shall not be binding upon Eurofins, unless it is in writing and signed by the person authorized to sign for Eurofins.

2. Quotation Letter and Scope of Assignment

2.1 Eurofins can give the Customer a Quotation Letter regarding the scope of the Assignment. If nothing else is agreed in writing, the Quotation Letter is valid for sixty (60) days from the date it was sent from Eurofins to the Customer.

2.2 All documents, including technical data, appended to the Quotation Letter or sent later by Eurofins to the Customer during the quotation work, constitute the latest possible information available at Eurofins.

2.3 Eurofins is not obligated to start any analytical work unless the Customer has accepted the Quotation Letter with Written Confirmation. A binding order is concluded when the Customer has accepted the Quotation Letter in writing or by using Eurofins' online system, Eurofins' web shops or in a corresponding manner. In case the Customer did not accept the Quotation Letter and Eurofins started to work on the Assignment after the Customer sent its Samples to Eurofins, or Eurofins otherwise got the impression that the Customer wants Eurofins to start the Assignment, the Customer shall be considered as accepting the Quotation Letter as acceptance by conduct.

2.4 If there is a difference between Eurofins' Quotation Letter and the Customer's acceptance or the Customer's inquiry, the scope of the Assignment shall be determined by Eurofins' Quotation Letter or Eurofins' written confirmation of the Assignment by letter or email. The Customer shall, as soon as possible, provide Eurofins with documentation showing information about the scope of the analysis, volume or any other circumstance of the analysis or the Assignment in general that Eurofins requests and that is of importance for the execution of the Assignment. Eurofins shall state an approximate time when the Assignment shall be completed.

2.5 For analysis services, Eurofins is only entitled to use sub-contractors when fulfilling the Assignment if the Customer has provided its written consent. However, Eurofins reserves the right to temporarily, due to technical issues alternatively during unforeseen and significant peak sample volumes, use a sub-contractor for the execution of the assignment. For practical reasons it can be difficult to notify the Customer in advance of such temporary change. Information about the performing laboratory is available on the Analytical report.

2.6 Notwithstanding what is stated in clause 2.5 above, Eurofins is always entitled, without the consent of the Customer, to use a sub-contractor within the Eurofins Group. Eurofins shall be responsible for any act and/or omission that such sub-contractor makes towards the Customer within the framework of the Assignment.

3. Price and Payment

3.1 The prices of the Assignment are stated in the Quotation Letter. In case of an emergency order made by the Customer, Eurofins will use a special from time to time applicable price list and is entitled to charge an extra fee if it is listed in that price list.

3.2 All prices stated in the Quotation Letter exclude value added tax. Unless specifically agreed otherwise prices apply excluding packaging (when applicable), which is charged separately. Any additional cost or disbursement (e.g. incurred by Eurofins in connection with the order) must be paid by the Customer.

3.3 Eurofins is entitled to adjust its prices annually according to K21-index or other equivalent indexes. Furthermore, Eurofins is entitled to adjust its prices on an ongoing basis in case of unusual imbalance in the general market, such as, for example, financial crises and in the event of changes of taxes and VAT and currency or interest rate fluctuations.

3.4 Unless specifically otherwise agreed, payment of all invoices is due within thirty (30) days of the invoice date. Eurofins is entitled to require prepayment. Any challenge of an analytical result will not entitle Customer to defer payment. In the event of any invoice which remains outstanding after due date, Eurofins is entitled to charge administrative penalties and interest in accordance with the Swedish Interest Act.

4. Packaging, Sample Bottles and Transportation

4.1 If nothing else is agreed, the Customer is responsible for the transportation costs and costs for sample bottles or other packaging, which Eurofins supplies for the execution of the Assignment.

4.2 The Customer can use Eurofins' collection points and the transport is then free of charge. In the event that transportation of the Sample is included in the Assignment, or any other specific agreement is reached between the Customer and Eurofins regarding transportation, and the Sample is damaged or lost during transportation, Eurofins shall compensate the Customer. Eurofins' compensation to the Customer shall never exceed the compensation paid by the transportation company used or its insurer in settlement of the claim.

4.3 If the contents of the Sample pose, or are suspected of posing, a risk to the working environment of Eurofins' personnel and/or a risk of damage to or contamination of laboratory equipment, or are otherwise of a dangerous nature, the Customer must always inform Eurofins in writing prior to shipment and label the packaging, wrapping, Sample vessel, Sample and/ or containers appropriately so that the contents of the Sample are clearly indicated.

5. Sample Preparation

5.1 Sample preparation is done to the extent stated in the Assignment. If the Assignment does not clearly state whether certain Sample preparation is included or not, and its start or conclusion is of significant importance for the result, and the Customer's approval cannot be obtained, Eurofins shall be entitled to make an independent decision to continue the work and to charge reasonable remuneration for such work.

6. Sample

6.1 The Customer shall, at its own expense and at the request of Eurofins, state the Sample volume, need for conservation, means of transportation, packaging and other significant information for the analysis work and shall mark dispatches in such a way that Eurofins does not have to undertake any measures to trace the origin of the dispatch or similar. If the Customer fails in these respects, Eurofins is entitled to charge reasonable remuneration for any additional work.

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

6.3 All Samples shall become Eurofins' property to the extent necessary for the performance of the Assignment. Eurofins is responsible for storage of Samples only if explicitly agreed with the Customer or if such responsibility follows by any applicable accreditation. Unless otherwise is agreed, Eurofins may dispose over or destroy the Sample after completion of the Assignment. If nothing else is agreed, pharmaceutical Samples will be retained for four (4) weeks after completion of the Assignment. Eurofins also has the right, without further notice and at the Customer's expense, to dispose of or destroy the Sample after the agreed upon retention period or the time according to any applicable accreditation, should an extra cost for Eurofins arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the Customer requests the return of unneeded Sample, Eurofins will return it to the Customer, at the Customer's cost and risk.

7. Reporting of the Assignment and Results

7.1 Eurofins shall report the result of the Assignment to the Customer through an electronic system or by sending the result to the address to which the parties have agreed that the results of the Assignment shall be sent or to the address otherwise assigned by the Customer. What distribution method to be used shall be decided between the parties. If no such distribution method has been agreed, Eurofins may choose the method.

7.2 Eurofins always applies the same decision rule, meaning that Eurofins does not consider measurement uncertainty as results are compared with defined limits, unless otherwise stipulated in the standard according to which the assessment is performed.

8. Accreditation

8.1 Eurofins Environments and Eurofins Food & Feeds laboratories in Sweden are accredited by Swedac according to SS-EN ISO/IEC 17025. The accreditation covers the majority of the analysis methods performed and gives you as a customer a guarantee that the results are quality assured.

8.2 Certain parts of the operations have accreditation with a flexible scope, which means that the laboratories are considered to have sufficient knowledge and competence to carry out validations and accredit new methods themselves, for example by changing measurement ranges, introducing new analytes/parameters and/or sample types.

8.3 The scope of accreditation can be found on Swedac's website. Where accreditation with a flexible scope exists, changes may have occurred since the Swedac decision was issued. For the complete accredited scope, please contact the respective laboratory.

9. Delivery Dates and Delayed Deliveries

9.1 Dates for delivery and turnaround times are estimates and do not constitute a commitment for Eurofins. Nevertheless, Eurofins shall make commercially reasonable efforts to meet the estimated delivery dates.

9.2 If Eurofins finds that the Assignment cannot be completed and that the result of the Assignment cannot be delivered at the time estimated by Eurofins, Eurofins shall notify the Customer of this without delay.

9.3 Eurofins is not responsible for any costs or losses that the Customer may suffer due to delays in delivery. Nor shall Eurofins in any other way compensate the Customer for any delay in delivery.

9.4 If completion of the Assignment is delayed and this is due to the Customer, Eurofins is entitled to compensation from the Customer for the additional costs the delay may entail.

10. Complaints

10.1 A Customer who wishes to claim that an error has been made in the analysis work shall notify Eurofins within 10 days of receipt of the analysis result. The Customer shall provide a detailed written description of the nature of the error within thirty (30) days from the date of such notification.

10.2 If the Customer has provided Eurofins with a notice of defects in the analysis work in due time, and provided that Eurofins has a sufficient amount of the original Sample and that the Sample and analyses are such that they cannot be considered to be affected by storage conditions and storage time, Eurofins may carry out a repeated analysis. Eurofins and the Customer may agree on specific conditions for such repeated analysis. If the repeated analysis is consistent with the analysis work that the Customer objected to, the Customer shall pay all additional costs for the repeated analysis, including sampling, transportation and the costs of analyzing and issuing new analytical reports and destroying the Sample residues. Otherwise, Eurofins shall bear the costs of the repeated analysis.

10.3 If the Customer does not provide Eurofins with a notification within the time limits stated in clause 9.1 above, the Customer loses its right to make such claim.

11. Liability

11.1 Eurofins' liability for damages only covers compensation for direct costs incurred by the Customer as a result of Eurofins' wilful misconduct or negligence. Eurofins shall not be liable for any third-party damage or loss or other indirect damage, such as loss of profit, anticipated savings, loss of income or other pecuniary loss. Eurofins' liability does not cover damage or loss caused by the Customer, for example that the Customer has provided incorrect conditions or information or changed the analysis result without Eurofins' approval.

11.2 Eurofins' liability per claim or series of related claims, and the Customer's exclusive remedy, is limited to the lower of:

i. the direct and immediate loss or damage caused by Eurofins in connection with the Assignment; and
ii. ten (10) times the value of the current analysis order up to a maximum of SEK 100,000.

11.3 For the payment of damages, the Customer shall notify Eurofins of the extent of the damage and any claims within ten (10) days of receipt of the analysis report. The Customer shall not receive compensation to a greater extent than that paid by Eurofins' insurance company in connection with the settlement of the claim.

11.4. Any claim against Eurofins becomes void if arbitration according to clause 18 is not initiated within one (1) year from the date the analysis report from Eurofins should have been submitted.

12. Limited Warranties and Responsibilities

12.1 Assignments are handled pursuant to the conditions available to Eurofins in accordance with the current state of technology and methods developed and generally applied by Eurofins. Assignments are handled pursuant to Eurofins' usual analysis techniques and procedures, even in situations where the method is developed by the Customer. Eurofins is not responsible for circumstances that could not have been foreseen by Eurofins with respect to the current state of technology and analysis techniques generally applied by Eurofins at the time of completion of the Assignment.

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

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

13. Intellectual Property Rights and Transfer of Ownership

13.1 If nothing else is agreed in writing, all data and specifications stated by Eurofins that describe analysis capacity, prices, technical design and similar pictures, and are expressed in the Quotation Letter, catalogues, advertising, information folders, image material, product sheets, websites and similar, remain the intellectual property of Eurofins and is considered to constitute Eurofins' confidential information. Such information may not be used, copied or handed over for the knowledge of any third party, be published or in any other way be made available without the written approval of Eurofins. Such documents and information described in clause 2.2 also remain the intellectual property and confidential information of Eurofins and shall be handled in such a way as described under this clause 13.1 and clause 15.

13.2 If nothing else is agreed in writing, Eurofins owns all the intellectual property rights connected to the methods used for the fulfilment of the Assignment. In case the Customer, without Eurofins' involvement has developed a specific method that the Customer has instructed Eurofins to use, the Customer still owns the intellectual property rights connected to such method. In case Eurofins develops a new method specifically for the Customer, the Customer holds the intellectual property rights to such new method provided that the development is carried out in accordance with the Customer's specific instructions and that the parties have agreed in advance that the Customer shall own the intellectual property rights to the method developed, and as soon as the Assignment has been duly and fully paid by the Customer. The parties are, however, in agreement that Eurofins is entitled to continue to use such method and related intellectual property rights in its business without limitation.

13.3 Any results reported by Eurofins to the Customer, shall remain the intellectual property of Eurofins. The Customer obtains a limited right to use a copy of the report, including all analysis results, as soon as all invoices in respect of the Assignment have been paid in full by the Customer. Such right only applies to the Customer's own internal use. If the Customer wishes to publish or otherwise distribute the report or results, or parts thereof, to third parties, that provisions of clause 15.2 below shall apply.

14. Force Majeure

Eurofins cannot be held liable for delays, errors, damages or other problems caused by events or circumstances, which are unforeseen or beyond Eurofins' reasonable control, or which result from compliance with governmental requests, laws and regulations. Events such as measures or failures by public authorities, new or amended legislation, cyber incident, labour market conflict, blockade, fire, flood or large-scale accident shall be deemed to be such circumstances.

15. Confidentiality

15.1 Eurofins shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to Eurofins' rights to use these in order to demonstrate its entitlement to payment for services rendered.

15.2 Assignment results are prepared and supplied exclusively for the use of the Customer and should not be divulged to a third party for any purposes without the prior written consent of Eurofins if nothing to the contrary clearly follows from the circumstances, for example when the purpose of the Assignment is to develop analysis results that a third party shall take part of. In addition, the Customer is required to maintain secrecy concerning all services provided by Eurofins, price information included, and their results as well as the composition of products and software delivered by Eurofins. Assignment results are not to be publicly disclosed or exploited without the prior written consent of Eurofins. Even if such written consent is given by Eurofins, the Customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify Eurofins against any liability, which Eurofins may incur as a result of such divulgence or any such third party reliance.

15.3 The Customer may not, without the written consent of Eurofins, mention or otherwise refer to Eurofins, or the Customer's agreement with Eurofins, in its marketing, communication or other announcements.

15.4 The restrictions according to this section 15 shall not apply to information that a party is required to disclose by law, other regulation or authority's decision.

16.Personal Data

16.1 Each party is responsible for its own processing of personal data pursuant to applicable data protection laws, including Regulation (EU) 2016/679 (the "GDPR"). In no event shall Eurofins and the Customer be considered joint controllers.

16.2 The Customer shall inform such data subjects, whose personal data is being processed by Eurofins due to the Assignment, of Eurofins' privacy notice, which is available at Eurofins' website, www.eurofins.se.

17. Disclaimer and Miscellaneous

17.1 All terms, conditions and warranties (including any implied warranty as to merchantable quality or fitness for a particular purpose) as to the manner, quality and timing of the testing service and result, equipment, products or software supplied by Eurofins, are excluded to the maximum extent permitted by applicable law and requirements according to any applicable accreditation. The warranties, obligations and liabilities of Eurofins contained in these terms and conditions are exhaustive.

17.2 These general terms and conditions may be modified in writing from time to time by Eurofins. Assignments will be governed by the most recent version of these terms and conditions that is in effect at the time Eurofins commences the Assignment. The latest version of Eurofins' general terms and conditions is available on Eurofins' website.

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

17.4 Failure by either Eurofins or the Customer to exercise their rights under these terms and conditions shall not constitute a waiver or forfeiture of such rights.

18. Governing Law and Jurisdiction

18.1 The construction, validity and performance of these terms and conditions shall be governed by the laws of Sweden.

18.2 Any dispute or difference between the parties arising out of or in connection with these terms and conditions shall be finally settled by arbitration in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

18.3 The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines that the Arbitration Rules shall apply, taking into account the complexity of the case, the amount in dispute and other circumstances. In case of the latter, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The proceedings shall take place in Stockholm, Sweden.

18.4 All arbitration proceedings, as well as information disclosed, and decisions made in such proceedings, shall be kept strictly confidential.

18.5 Eurofins is always entitled to initiate proceedings regarding payment of unpaid invoices at the competent court or any other competent authority.