

General Sale Terms**1. The scope of application**

1.1 All of the orders accepted by Eurofins Polska or any of its affiliates (collectively "ES") will be the subject to these General Sale Terms ("Sale Terms"), including orders placed by phone that have not been confirmed in writing and orders carried out by providing samples. The conclusion of the agreement under these Sale Terms takes place when the order is placed in ES and accepted by ES. An order placed in ES is considered accepted by ES when (a) ES starts the performance of this order without ES's written confirmation or (b) ES confirms acceptance of the order in writing.

1.2 These Sale Terms supersede any previous oral or written valuations and agreements between the parties and, unless expressly stated otherwise, shall override any conflicting or inconsistent provisions in subsequent written agreements between the parties. No executive officer (except a member of the ES's Board of Directors), employee, agent, or subagreementor of ES is authorized to amend or waive any provision of these Sale Terms or to make any representation that contradicts or allegedly supersedes any of these Sale Terms; no such changes, waivers or representations shall be binding on ES, unless submitted in writing and signed by a member of the ES Management Board.

2. Placing an order

2.1 The client's order will be valid provided that it is sent by post or electronically using an ES-approved sample shipping sheet or electronic order form, and when the commercial aspects of the order that are not specifically specified in these Sale Terms (including price, estimated delivery time and delivery date), will be agreed at the time of placing the order. The client has to confirm in writing the orders placed by phone immediately after their execution and in any case the order will be considered placed if the client sends samples to ES, referring to his client number given by ES. ES is not obliged to start any analytical work, unless the order is understood and ES has all the required information.

2.2 Unless expressly approved in writing and signed by an ES Board Member, any terms proposed or submitted by the client at any time (including, but not limited to, terms or conditions in the client's purchase order, instructions or other document), which differ from these Sale Terms, are rejected as a substantial change to these Sale Terms and have no effect.

2.3 Unless expressly approved in writing and signed by a member of the ES's Board of Directors, the specific terms and conditions of prior orders that have been approved by ES in accordance with these Sale Terms, including special prices, will not automatically apply to subsequent orders. Each order accepted by ES will be treated as a separate agreement between ES and the client.

2.4 A request for additional services on samples that have been sent to the laboratory will be treated as a new order and may result in an delay in the estimated delivery date.

2.5 Any logistical costs incurred by ES have to be paid in full unless canceled or altered by the client at least forty-eight (48) hours prior to the due date of the Pickup Services, ninety-six (96) hours prior to the due date of the Sampling Services, and for one (1) one week prior to the scheduled date of consulting, audit or advisory services.

3. The price and terms of payment

3.1 Unless otherwise stated in the order confirmation, the prices of ES products and services are "ex works", excluding packaging and test materials, the cost of which is charged separately. Any additional costs or fees (e.g. incurred by ES in connection with an order) must be covered by the client.

3.2. Prices do not include all applicable taxes (including sales tax, use tax and VAT) and are based on the tariffs in effect on the date the offer is delivered to the client. The taxes payable are those in effect on the date of the invoice.

3.3 The client must provide the purchase order or other information necessary to ES for the invoice for payment. Unless otherwise agreed by ES upon acceptance of the order, services may be invoiced at the time of performance (or temporarily when the client is delaying the planned progress in the provision of services), and all invoices are due for payment within 14 days from the date of invoice. Any disputes regarding invoices must be made in writing within 14 days from the date of the invoice. Questioning the analysis result does not entitle the client to defer the payment. Any invoices that remain unpaid after the due date may be additionally charged an administration fee of PLN 100.00 to cover ES costs incurred in connection with such overdue payments, and may bear interest at the rate of one percent (1%) per month or to the maximum extent permitted by law, whichever is lower.

3.4 If the invoice value is not at least PLN 100.00, it may be subject to a minimum invoice fee of PLN 50.00 excluding VAT or other applicable taxes. ES has the right to charge an administration fee of up to PLN 50.00 for re-issuing the invoice.

3.5 The method of payment is bank transfer. Any other payment method requires ES approval in advance. The client undertakes to provide bank account details where applicable.

3.6 ES has the right to demand payment of up to 100% of the given order price as a condition for accepting the order.

3.7 ES has the right to change the price at any time of the cooperation prior to the commencement of the test.

3.8 ES is entitled to index the price already agreed with the client based on the inflation index published by the Central Statistical Office. The basis for the indexation will be the percentage change in the value of the CSO inflation index in the period from the client's receipt of the ES offer to the indexation date. The indexation will be made on the basis of a unilateral statement by ES; it does not constitute an amendment to the agreement and does not require the consent of the client. Indexation may occur at any time at the discretion of ES, in particular at the end of the month, quarter or calendar year.

3.9 ES has the right to index the price already agreed with the client on the basis of the volatility of the Euro exchange rate published by the National Bank of Poland in relation to PLN. The basis for indexation will be the percentage change in the value of the EUR / PLN exchange rate in the period from receiving the offer to the date of indexation. The indexation will be made on the basis of a unilateral statement by ES; it does not constitute an amendment to the agreement and does not require the consent of the client. Indexation may occur at any time at the discretion of ES, in particular at the end of the month, quarter or calendar year.

4. The client's obligations to supply samples or materials

4.1 The client will provide a unique purchase order number or sufficiently specific to enable ES to identify each sample or service (if applicable) and ES, acting in good faith, has the right to rely on the same. The condition of the samples or materials has to be such that the services can be provided or the Goods can be produced without difficulty. ES is authorized to conduct an initial test of samples or materials to check their condition before processing the samples, compiling a report or using them in production. The client bears the cost of such preliminary testing if the samples or materials do not meet the requirements described in point 4.1. If the result of the preliminary test means that the provision of services or the production of products is not possible or is only possible under more severe conditions than originally anticipated - for example because samples or materials have been mixed with foreign materials or substances not reported by the client or have been degraded - ES has the right to cancel or suspend the execution of the order, and the client will cover the costs incurred by ES until then.

4.2 The client has to ensure and herewith warrants that no sample presents any hazard, including in its vicinity, in transit, in the laboratory or otherwise to ES premises, instruments, personnel or representatives. The client is responsible for ensuring compliance with hazardous waste regulations, including information, labeling, transport and disposal, and for informing ES personnel or representatives about the health and safety issues related to the samples, including any known or suspected biological, toxic or other contaminants that may be present in the sample and their likely level of contamination, as well as the risks to premises, instruments, personnel and ES representatives due to such contamination. The client is responsible and indemnifies ES for any costs, damages, liabilities and injuries that may be caused or incurred by ES, its personnel or agents, including at the sampling site, during transport, or at the laboratory in connection with client's samples or conditions at the sampling site. The client bears all extraordinary costs for the proper disposal of the hazardous waste resulting from the sample, regardless of whether it has been described as hazardous waste.

5. Proprietary Rights to Sample Material and Storage of Samples

5.1 All samples become the property of ES to the extent necessary for the performance of the order. As long as the client does not pay for storage, ES has no obligation or responsibility for samples sent to ES for storage, including samples that require refrigeration. If the client pays for the storage, ES will take commercially reasonable steps to store the samples as per professional practice.

5.2 ES may dispose of or destroy samples immediately after analysis, unless ES and the client have agreed in writing to ES's retention of the sample. ES may also dispose or destroy the samples after the agreed holding period, without notice and at the client's expense, should there be an additional cost for ES to comply with any regulations (for example in relation to hazardous waste disposal). If the client requests the return of an unnecessary sample of the material, ES will return it to the client at the client's cost and risk.

6. Delivery dates, time of completion

6.1 Delivery times and lead times are estimates and do not constitute ES's obligation. Nonetheless, ES will use commercially reasonable efforts to meet the estimated deadlines.

6.2 The results are usually sent by e-mail and / or by other electronic means to the persons indicated by the client in the order, immediately after the completion of the analysis.

7. Transfer of the ownership

7.1 Any intellectual property rights belonging to the party prior to the ordering or not specifically created by ES for the client remain in the possession of this party. When all invoices for this have been fully paid by the client, any data, analysis or test results produced by ES for the purpose of order fulfillment are the property of the client, and ES grants the client a non-exclusive license to use any other intellectual property right of ES contained in any reports made by ES and provided to the client. Furthermore, even if ES has accepted and proceeded with the execution of the order, ES has the right at any time to cease processing that order and to cease any work if the client is late with payment of any amounts due to ES, whether they concern one order or another. The Client will not use reports prepared by ES in a misleading manner and agrees that it will only distribute such reports in full. The client guarantees that no information or materials infringe the rights of third parties.

7.2 Even after full payment by the client, unless otherwise prohibited by law, ES retains the right to store, use and publish all analytical results in an anonymous form, which does not identify the client and to keep copies of results and reports for archiving, quality assurance and regulatory purposes.

7.3 The client may reproduce or duplicate any report, but only in its entirety and in the form provided by ES, and the client may not, without ES's written consent, reproduce or reproduce any reports that have been altered from the form in which they were provided by ES.

8. Limited Warranty and Liability

8.1 Orders are performed on the terms available to ES according to the current state of technology and the methods developed and widely used by ES, and the results may not always be absolutely accurate and / or relevant. Analyses, interpretations, evaluations, advisory services and conclusions are prepared with an economically reasonable level of care, but ES cannot guarantee that they will always be correct or absolute. This limited warranty will expire six months from the date of delivery of the samples, unless expressly stated otherwise in the order confirmation. In all cases, the client has to independently verify the correctness of any results, interpretations, judgments and conclusions provided by ES if it wishes to rely on it with regard to important matters, and does so at its own risk.

8.2 Each analytical report only relates to the sample analyzed by ES. If ES has not received the authorization and payment on time for determining the sampling plan (taking into account which samples of which raw materials and products and with what frequency should be analyzed) and determining the precision scope of a given analysis, or if the client has not met the ES requirements, ES declines all liability if the sampling plan and / or the scope of the analyzes prove to be insufficient or inadequate.

8.3 The client is responsible for the correct delivery of samples sent to ES for testing / analysis or materials for production. Unless expressly agreed otherwise in writing by ES, ES shall not be liable in any way for any loss or damage that may be related to any sample in transit or to any facility or location where logistics services are provided. The client will be responsible at all times for the safety, packaging and insurance of the sample, from the time it is shipped to the time it is delivered to ES offices or laboratories. ES will use economically reasonable precautions in the handling and storage of samples, but ES is not responsible for any loss or damage of samples even after receipt at its laboratories.

8.4 With regard to consulting or advisory services, ES will endeavor to provide sound advice based on the information available, but the client remains fully responsible for the accuracy and completeness of the information provided and for the determination of policy or action related to that advice. The customer is responsible for providing timely instructions, information and support necessary to perform the work, and agrees that ES is not responsible for any delay, error or problem caused by any act or omission by the client, its agents or employees. ES may impose additional fees (at the then-current standard rates) as a result of any additional work or additional costs incurred or undertaken as a result of such acts or omissions. Statements, recommendations and forecasts made by ES or any reports, presentations or other communication are made in good faith and are based on information available at the time and are addressed solely to the client. While ES will use its best endeavors to prepare such statements, recommendations and forecasts, neither ES nor any consultant employed or engaged by ES shall have any

liability in relation to any loss or damage suffered as a result of, or in relation to, the client's reliance on such opinions or recommendations, and the client acknowledges that such liability represents the client's business risk. If any aspect or element of the services (including any samples submitted for testing by ES) is or is likely to be, or will be relevant to, litigation, this must be reported to ES in writing prior to the performance of the services. If this fact is not disclosed to ES at this stage, ES will not be obliged to give expert evidence and is entitled to claim payment for other services rendered.

8.5 Unless expressly agreed in writing by all parties, the agreemental relationship will only apply to the client and ES. There may be no other beneficiaries or collateral with respect to any order, and the client indemnifies and indemnifies ES against any third party claims that in any way relate to the client or to the client's order.

8.6 In the event that ES provides any software or enables remote provision of services to the client, the client shall use such software in accordance with the applicable license terms, instructions and manuals.

8.7 All services are provided in good faith with a reasonable level of care and on a confidential basis. The reports are issued on the basis of the information known to the ES at the time of the service provision. While ES will make all reasonable efforts to ensure accuracy, the services depend, among other things, on the effective collaboration of the client, its employees and the information provided to ES. Except as required by law, ES makes no express, implied or otherwise representations or warranties as to the accuracy of a report. Accordingly, all of the reports are made on the understanding that: (i) there is no liability to any person or institution other than the client; (ii) the reports are not made for a particular purpose, and no statement under any circumstances will constitute the basis of any representation, obligation, warranty or agreemental condition, unless otherwise specified; (iii) the reports are solely the result of professional analysis performed by ES staff on each individual order and any performance forecasts by ES are only estimates; (iv) ES has the right to demand payment regardless of the results or conclusions contained in the report; (v) the results of the services will be solely related to the items and information provided; (vi) the results are final and approved by ES. ES declines all responsibility if the client has acted on the basis of preliminary, unapproved results or advice.

9 Limitation of Liability

9.1 Except where such restriction is not permitted or is invalid under applicable law and subject to clause 9.2 in each case: (a) ES (including employees, representatives, officers, directors, agents and consultants and all partners and affiliates ES - "ES Responsible Parties") shall be liable only for proven direct damage caused by ES Responsible Parties as a result of breach of the obligations of these Sale Terms in connection with the execution of the order, and then only if ES received a written notification of this fact no later than in within 14 days after the client acquires knowledge of the claim (unless applicable law provides for a longer period and cannot be limited by agreement), and (b) in each case (whether agreemental, tort, negligence, strict liability, indemnification or otherwise), the joint liability of ES's Responsible Parties against all or any claims in relation to the order, and the client's sole remedy with respect to ES services which are covered by these Sale Terms, it is limited to the lower of the following: (i) direct and immediate loss or damage caused by the breach by the Responsible Party of ES of the obligations arising from these Sale Terms in connection with the execution of the order, and (ii) ten times the amount that ES actually received from the client in connection with the order, up to the amount of fifteen thousand zlotys (PLN 15,000).

9.2 ES's Responsible Parties shall not be liable for any of the following: (i) loss of business profits; or (ii) goodwill or other similar losses; or (iii) loss of business opportunity; or (iv) loss of agreements; or (v) loss of earnings; or (vi) loss of anticipated savings; or (vii) loss or corruption of data; or (viii) for any special indirect or consequential loss, costs, charges, expenses or damages incurred by the client or any third party. However, ES Responsible Parties exclude and limit their liability only as permitted by law. ES's Responsible Parties do not exclude or limit their liability for death or personal injury arising from their negligence, willful misrepresentation or breach of implied terms in accordance with all legal provisions relating to ES's right to transfer title (subject to clause 7 each time).

9.3 It is a condition of the order being accepted by ES that the client indemnifies ES's Responsible Parties from liability for any losses, injuries, claims and costs that may be charged to ES's Responsible Parties as a result of or in any way in connection with their role in the services or products or software delivered on the basis of these Sale Terms, except where the Responsible Parties of ES are required to bear them in accordance with these Sale Terms by placing an order, the client agrees to provide such compensation.

9.4 The client acknowledges that the provisions of clause 9 are reasonable and are reflected in a price which would be higher without these provisions and the client accepts such risk and / or takes adequate insurance coverage.

10. Re-analysis

Objections to the test results may be reported within fourteen (14) days after the client receives the results. However, unless it turns out that the re-analysis results differ from the first, the client bears the costs of the re-examination or verification. In addition, a re-analysis will only be possible if ES has a sufficient original sample at the time of receipt of the client's claim.

11. Force Majeure

ES is not responsible for delays, errors, damages, or other problems caused by events or circumstances that are unforeseen or beyond ES's reasonable control, or that result from compliance with governmental, legal and regulatory requirements.

12. Confidentiality and client Data Processing

12.1 ES has the right to save and process personal data or commercial data received from the client in any way, whether such data comes directly from the client or from a third party, and will use commercially reasonable efforts to keep such data confidential, in accordance with by law.

12.2 ES will use commercially reasonable efforts to maintain the confidentiality of any analytical results and service performance reports, subject to ES's rights set out in clause 7.2 and the right to use them to demonstrate the right to claim payment for services rendered.

12.3 The results of the analysis are prepared and provided for the client's use only and, except where required by law, they should not be made available to third parties for any purpose without the prior written consent of ES, if such services are required in connection with actual or anticipated civil or criminal proceedings, or are otherwise required by law by any governmental or other regulatory authority or body of competent jurisdiction. The report may not be used for any actual or anticipated legal or arbitration proceeding without ES's prior written approval. In addition, the client is obliged to keep secret all services provided by ES and their results and the composition of products and software provided by ES. Except as required by law, analysis results should not be publicly disclosed or used without ES's prior written consent. Even if such written consent is given by ES, the client (a) is responsible for all consequences of disclosing such results to a third party and any reliance on such third party on such results; and (b) hereby expressly agrees to indemnify ES's Responsible Parties from any liability that may incur on ES's Responsible Parties as a result of such disclosure or any such reliance by third parties.

12.4 ES will submit the results of conducted testing to public administration bodies when obliged to do so by law.

13. Exclusion of Liability and Other Provisions

13.1 13.1 UNLESS CLEARLY MARKED IN THESE SALES TERMS AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL CONDITIONS, GUARANTEES AND OTHER CONDITIONS (INCLUDING ALL IMPLIED COMMERCIAL QUALITY GUARANTEES OR SUITABILITY FOR A SPECIFIC PURPOSE) AS TO THE METHOD, QUALITY AND TIME OF THE TEST SERVICE AND THE RESULTS, HARDWARE, PRODUCTS OR SOFTWARE PROVIDED BY ES ARE EXCLUDED, AND ES'S WARRANTIES, LIABILITIES CONTAINED IN THESE SALE TERMS ARE EXCLUSIVE.

13.2 The provisions on the warranty for defects are hereby excluded.

13.3 Pursuant to the provisions of the GTCs, any liability of ES for the services provided is excluded except for the liability for damages caused by intentional fault.

13.4 These Sale Terms may be amended from time to time in writing by ES, and orders are subject to the most recent version of these Sale Terms in effect at the time ES accepts the order.

13.5 In the event that any part of these Sale Terms is set aside, restricted or declared invalid, unlawful or unenforceable by a court, all other parts will continue to apply to the greatest extent possible.

13.6 Failure by ES or the client to exercise any of its rights under these Sale Terms shall not constitute a waiver or loss of such rights.

13.7 Except as expressly provided in these Sale Terms, a person who is not a party to this agreement has no rights under or in connection with this agreement.

13.8 These Sale Terms constitute the entire agreement between ES and the client with respect to the matters described in this document and supersede any prior agreement or obligation (whether written, oral or implied) relating to the subject matter of these Sale Terms. ES and the client acknowledge that neither party has relied upon any oral or written representations or commitments of the other party in adopting these Sale Terms, except as expressly set out in these Sale Terms.

13.9 The Client undertakes to comply with all applicable laws and regulations relating to anti-bribery, corruption, money laundering, trade sanctions and counter-terrorism.

14. Governing Law / Jurisdiction

14.1 The structure, validity and performance of these Sale Terms, any agreements which contain these Sale Terms and the settlement of disputes shall be governed by the law and courts competent for the registered office of ES in Poland with which the agreement was concluded.