

General Terms and Conditions of Sales

1 Area of application

1.1 The present general terms and conditions of sales (hereafter referred to as « GTS »), govern the contractual relationships (hereafter « the Contract ») between Eurofins Environment Testing Polska Sp. z o.o. (hereafter « The ES ») and its customers, referred to as « the Customer », together referred to as « the Parties », in connection with the providing of analytical testing services (hereafter « the analysis »).

1.2 Customer's acceptance of the present GTS triggers that these Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties (including Customer's General Terms of Purchase) and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties.

1.3 Any exception to the present GTS will have to be mentioned in the Quote (defined below) or be reported in a written document signed by a person duly entitled to represent the ES. Should this not be the case, any provision of any kind as proposed by the Customer, at whatever moment and under whichever form, that would deviate from the present GTS will be rejected and considered void (ref. art.2.2 below).

2 Transfer Orders

2.1 Any ordering triggers the full acceptance without exceptions to the present GTS.

2.2 Any analysis or any order of product generates the issuing of a written offer by the ES (hereafter referred to as « the Offer») either on paper (fax or courier), or on an electronic support, to which are attached the present GTS. The Offer being accepted by the Customer, entailing acceptance of the present GTS, returned on paper or electronic support, trigger conclusion of the Order. The Offer specifies for how long it will be valid.

2.3 The Offer completes or may modify the present GTS and represents as such the conditions applicable to the Contract.

2.4 The execution of the Analysis can only start, after the receipt by the ES of the Offer accepted, if the ES has received the samples that have to be analyzed as well as the full set information identified in the Offer.

2.5 The benefit of the Order lies with the Customer and may not be transferred to anybody without the previous and formal agreement of the ES.

2.6 Subject to his information and agreement, the Customer authorizes the ES, for any reason whatsoever, to sub-contract the execution of the order to any person of its choice.

2.7 Any condition, specific to an existing Order will not automatically apply to subsequent orders. Any offer of the ES accepted by the Customer will be treated as a separate contract.

2.8 Any additional service requested by the Customer on samples received by the ES will generate the issuance of a new Offer and will be treated as a new Order that may also trigger new execution terms.

2.9 Any logistic service related to the collection of samples or withholding outside of laboratory will have to be paid in total, unless it has been cancelled or modified by the Customer at least 48 hours before in the case of collection, 96 hours before for a withholding, and one week before for an audit.

3 Prices and payment

3.1 If the order provides otherwise, the prices corporate ES are obligatory, not including package which is treated separately. Any additional costs incurred by ES in the order must be paid by the customer.

3.2. Prices do not include taxes (VAT) and are based on the price list in force at the date delivering the offer to the customer. Taxes are consistent with the rate applicable on the date the tax obligation.

3.3 In the absence of other arrangements with ES when approving the order, the payment of all invoices up to 14 days from date of invoice. Any dispute concerning an invoice must be submitted within 30 days from the date of invoice. No issues regarding the result of the analysis can not be a reason for delay in payment. Each invoice not paid in time may result in charging a financial penalty of 1% per month of the unpaid invoice for each commenced month backlog.

3.4 Invoices are issued for a minimum amount of 50 €. ES has the right to take into account the administrative costs to the amount of 8 € associated with the re-invoicing.

3.5 Shall be selected method of payment for the invoice, bank transfer or payment order, payment of cash. Any other form of payment must be previously agreed with ES. The Customer undertakes to provide your bank account information.

3.6 ES is entitled to collect the payments to 100% of the tender as a condition for the provision of services.

4 Customer responsibility for providing samples or other materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analysis or the production of ordered products possible without difficulty. ES is entitled to check the samples or materials in order to determine their quality prior to their examination, preparation of reports, or using them in production. The customer bears the cost of such a check if the samples or materials do not meet the requirements set out in section 4.1. If the result of such verification indicates that an analysis or production are not feasible or practicable only in more difficult conditions than what assumptions - for example, because the samples or materials are contaminated with foreign materials or substances not declared by the customer or are of poor quality - ES has the right to suspend or cancel the order and you will be charged the costs incurred by ES.

4.2 The Customer must ensure and guarantee that none of the samples is a dangerous hazard during transport, in the laboratory, for the contained equipment, personnel or its representatives. Customer is responsible for knowing the hazardous waste regulations in the field of information, their transport and disposal, and informing staff ES or its representatives on the risks to health and safety, taking into account known or suspected toxins or other contaminants that may be present in the sample, as well as their level of contamination and the risk for ES, its equipment, personnel, and representatives associated with this contamination. Customer will be responsible for paying all costs, damages, losses and injuries after ES, its staff or representatives both during sampling, transport as well as the headquarters of the laboratory caused by the customer or the conditions of sample collection. The customer will pay all costs associated with the necessary removal of hazardous waste from the samples whether they were designated as hazardous or not. At the request of ES client must provide the exact composition of samples

5. Property rights relating to test material and storage of samples

5.1 The Customer keeps the ownership of the samples. The Customer authorizes the ES to use free of charge the samples to carry out the analysis, and will state in its order whether, after analysis, the sample has to be returned, destroyed or kept in stock in such a case the duration of the stock has to be fixed, the Customer fully bearing the cost of such choice. The ES will not be liable in case of deterioration of the sample. Should the samples be returned by the ES, all transport, insurance and packaging costs will be borne by the Customer. The ES will not be liable in case of deterioration of the sample during transport.

5.2 The ES can dispose of or destroy samples (maximum) 30 days after the reception by the Customer of the Analysis Report, unless the ES and the customer have agreed in writing on the terms of The ES's retention of the sample. After these periods, the ES also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for the ES arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, the ES will return them to the customer, at the customer's cost and risk.

6 Date of delivery

6.1 The delivery date and delivery time are estimates and are not strictly binding on ES. However, ES should make every effort to comply with the deadlines.

6.2 Results are sent by email and / or letter or in any other electronic means of addressing them to the person designated by the customer in the order, immediately after completion of the analysis.

7 Transfer of Ownership

7.1 Results of analysis, products, equipment, software and the like provided to a customer by ES, ES remain the property until settlement of all claims by the customer and then the customer has no right to take them. Moreover, even if ES has accepted the request and started its implementation, ES has the right to stop the process at any time if the customer delays resulting from the payment or other orders.

7.2 Even after paying full payment by the customer, ES still has the right to store, use, and publish all the results of analysis in the form of anonymous, not disclosing the identity of the client.

8 Warranty and liability

8.1 Execution of orders takes place under conditions available by ES in accordance with the current state of technology and introduced methods generally used by ES, and the results may not always be 100% accurate or appropriate. Analysis, interpretation, evaluation, consultation and proposals are prepared at the appropriate level, but ES can not guarantee that it will always be appropriate or error-free. This limited warranty is valid for 6 months from the date of delivery of samples if the order is not agreed otherwise. In all cases, the customer must independently verify the accuracy of the results, interpretation, evaluation, and applications provided by ES.

8.2 Each analytical report relates exclusively to the sample analyzed by the ES. If the ES has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed the ES's recommendations, the ES shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples to ES to perform analysis. If this is not agreed otherwise in writing, ES is not liable for any loss or damage to samples during transport. In all cases, the client is responsible for securing, packing and insurance samples during their transport to the time of delivery to offices ES. ES will make reasonable efforts in the handling of samples and their storage, but ES is not responsible for any resulting loss or destruction of samples after they are received.

8.4 The Customer warrants and represents ES that all samples sent to ES are in safe and stable condition and is committed to compensation for ES in case of losses, damages, liabilities and costs to be incurred ES or its staff due to the specimen contained in an unstable or dangerous condition and bearing information from the client about any problem on the sample. The customer must always be notified in writing prior to shipment of hazardous ES samples or samples at risk and obtain the package in the appropriate label.

8.5 Unless otherwise agreed provided for both parties in writing, the agreement applies only to the customer's relationship with ES. No third party can not be a beneficiary or additional security for customer orders and ES protect against claims of third parties in any way associated with the customer or order.

9 Limitation of Liability

9.1 The ES (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all The ES's partners and affiliates), shall be liable only in presence of a proven direct and immediate damage caused by the ES's willful misconduct in connection with the performance of an order and then, only if the ES has received written notice thereof not later than thirty (30) days after the date of the customer's knowledge of the relevant claim. The Customer waives any other claim against the ES and will cause its insurers to do the same.

9.2 In all cases (whether arising under contract, tort, negligence, strict liability, through compensation or otherwise), the ES's liability per claim, and the customer's exclusive remedy, with respect to the ES's services which fall under these GTS, shall be limited to the lesser of: the direct and immediate loss or damage caused by the ES's willful misconduct in connection with the performance of the order and ten times the amount invoiced by the ES to the customer in relation to the order up to three thousand euros (3,000 €.).

9.3 The Company Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

10 Making a complaint

The customer has the right to file a complaint in writing within 30 days of receipt of the analytical report. Laboratory accept and consider a complaint lodged by a third party in the same way as complaints from customers. However, the client covers the cost of repeated analysis, unless the results of repeated analysis differ from the originally obtained results. Furthermore, re-analysis is possible if at the time the results are challenged by the client ES has enough original sample. In another case, the customer must bear the cost of re-sampling, transport and execution of repeated analysis.

11 Random Events

ES is not responsible for delays, errors, damage and other problems caused by random events are difficult to predict and beyond the control of ES or which result from the legislation and national regulations.

12 Confidentiality and handling of customer data

12.1 ES is entitled to store and use in any manner personal or commercial data received from the client, regardless of whether these data come directly from the customer or from third parties, and will respect the confidentiality in accordance with the law.

12.2 ES will respect the principle of confidentiality of all analytical results and reports held by ES (described in Section 7.2) and has the right to use them in order to present them to receive payment for services rendered.

12.3 Results of analysis are prepared and communicated only on the client's needs and should not be disclosed under any circumstances to third parties without the prior written consent of ES. In addition, the customer is obliged to maintain secrecy regarding the services provided by ES and their results, the composition of the products and software delivered by ES. Results of analysis can not be made public without the prior written consent of ES. Even when given by ES such written consent of the client (s) is responsible for the consequences of such disclosure to third parties of results, and (b) agrees with the compensation for resulting liability side ES.

13 Disclaimer

13.1 All terms, conditions and warranties (including warranties of merchantability and capability for the implementation of specific actions) concerning the kind, quality and runtime research services, performance, equipment, or software products provided by as are excluded to the maximum extent consistent with applicable law. valid only warranties, obligations and responsibilities as contained in the terms and conditions.

13.2 Conditions may be written modifications made periodically by ES and the order will be executed based on the current version of the Terms in force at the time of the adoption order.

13.3 In the event that departs from a recording, it is restricted or becomes invalid, or any part of the Conditions shall be illegal or unenforceable, that while all the other provisions remain in force as far as possible.

13.4 No application of the rights contained in the Conditions of ES or the client does not cause withdrawal or cancellation of these provisions.

14 National law / Jurisdiction

14.1 The construction, validity and application of the Terms is based on the laws and regulations in force in the commercial Polish and the city in which it is the seat of ES receiving the order and in which exclusive jurisdiction is valid.