Approved by Order of the Director dated 2026-06-29
Order No. P26/06-29

EUROFINS LABTARNA LIETUVA, UAB
RESEARCH PERFORMANCE POLICY

1. General Provisions

1.1. The Research Performance Policy of Eurofins Labtarna Lietuva, UAB (hereinafter – the Policy) establishes and defines the internal procedures and organizational requirements of the laboratory (hereinafter – the Laboratory), aimed at regulating the conditions and procedures for conducting research (testing).
1.2. The Policy applies to all contracts between the Laboratory and the Client (hereinafter – the Client), regardless of the manner in which the contract is concluded (e.g., through a written request from the Client or an order submitted via EOL.
1.3. The Policy must be followed by all Laboratory employees, authorized representatives, and third parties engaged in research under a contract with the Laboratory.

2. Definitions

2.1. Policy – the Research Performance Policy approved by Eurofins Labtarna Lietuva, UAB.
2.2. Laboratory – Eurofins Labtarna Lietuva, UAB, legal entity code 123647492, established and operating under the laws of the Republic of Lithuania, primarily engaged in performing various types of research/testing.
2.3. Client – any legal entity that concludes a contract with the Laboratory or submits a research order.
2.4. Parties – the Laboratory and the Client.
2.5. Subcontractor – a third party the Laboratory may engage to provide research services.
2.6. Contract – a written agreement between the Laboratory and the Client for research services, in any of the forms outlined in this Policy, including but not limited to the Policy itself, commercial offer, order form, sample collection and transport act, client account, research report, or any other document considered part of the contract.
2.7. Commercial Offer – the Laboratory's offer detailing the key terms for research: specific tests, pricing, turnaround time, etc.
2.8. Order Form – a written request from the Client for the Laboratory to perform research.
2.9. Sample Collection and Transport Act – a document prepared by the Laboratory and signed by both Parties when the Laboratory collects and transports samples at the Client's request.
2.10. Client Account –in CRM system created Client Account specifying complete and accurate company details, and contact information. Any changes must be communicated to the other Party immediately. Failure to do so invalidates claims related to undelivered information or communications to unauthorized persons.
2.11. Research (Tests) – all types of research activities, including but not limited to chemical, physical, and microbiological analyses, and associated sample collection and transport (if separately agreed).
2.12. Samples – material samples submitted by the Client under the Laboratory's defined terms and conditions.
2.13. Research Report – the Laboratory-approved form presenting the results of research for a specific sample.

terms, and the responsibilities of the Parties. A breach of any of the essential terms of the Agreement constitutes grounds for the other Party to terminate the Agreement and apply the sanctions provided in the Agreement and this Policy.
4.1.5. If the Agreement is considered concluded from the date the Client submits a completed order form (or EOL order) to the Laboratory, the mutual relationship of the Parties is governed by the conditions of this Policy, to the extent that no other agreement has been made in the sample acceptance and testing request.
4.1.6. Laboratory personnel must ensure that samples are not registered until the Client has submitted a correctly completed order form or has created an order in the EOL system. If the Client does not submit an order form or create an order in the EOL system along with the samples, the tests are not initiated, and the samples are destroyed 24 hours after their receipt.
4.1.7. Test prices are indicated in the commercial offer and in the invoice issued by the Laboratory. The price in the commercial offer is indicated without value-added tax (VAT).
4.1.8. The test prices indicated in the commercial offer override all previous verbal or written price proposals (except those specified in public procurement contracts).
4.1.9. Test prices may be changed with prior notice to the Client by the Laboratory. The Laboratory shall notify the Client of a price change via email at least 14 (fourteen) calendar days before the new price comes into effect. For tests for which samples were submitted before the effective date of the new price, the old price applies. If the Client, upon receiving the price change notice, does not agree with the new price, they have the right to cancel further testing and must notify the Laboratory about Agreement termination via email or registered mail no later than the day the new price comes into effect. If the Client does not notify the Laboratory of termination, it is considered that they agree to the new test price.
4.1.10. If the Client has entered into an agreement with the Laboratory under the Law on Public Procurement of the Republic of Lithuania, the price indicated in the commercial offer remains valid throughout the duration of the Agreement and cannot be unilaterally changed by the Laboratory, except as provided by the Law on Public Procurement.
4.1.11. A change in the VAT rate in the Republic of Lithuania does not constitute a change in the test price.
4.1.12. If the Parties have not signed an Agreement and no commercial offer with a special price was provided to the Client, the Laboratory's standard approved test price applies, as indicated in the invoice issued to the Client. Upon sample registration, Customer received the acknowledgement letter with price provision and if Customer do not disagree with prices within 24 (twenty-four) hours, it is processed. By submitting the order on EOL, Customer agrees with the prices privided on EOL.
4.1.13. The test price does not include additional work, for which the Client must pay the Laboratory separately:
4.1.13.1. Performing a different test than indicated in the sample collection-transportation act or the order form, when the Client sets additional test requirements.
4.1.13.2. Collection and transportation of samples from the Client.
4.1.13.3. Sample storage and/or registration of unclear order.
4.1.13.4. Repeating a test on a previously submitted sample upon the Client's request.
4.1.13.5. If a dispute arises between the Parties regarding test results and the Laboratory sends samples to another laboratory, and the latter confirms, upon retesting, that the Laboratory's results were correct – the Client commits to paying for the tests performed in both laboratories.
4.1.14. The Client must pay for the additional work described in 4.1.13 under the same terms and conditions as for the tests.
4.1.15. The Laboratory has the right to increase the test price if, at the time of the commercial offer or order submission, the Laboratory was not informed of specific sample characteristics that affect the complexity and costs of testing. If it becomes evident that the price must be

4.2.6.4. Toxic, explosive, flammable, radioactive, or other hazardous materials are submitted for testing.
4.2.7. The order form must be clearly completed, indicating company details, contact persons, and all other required information about the sample and tests. If there are additional requests or comments related to testing or results, they must be noted in the comments section of the order form (or respective field in the EOL system).
4.3. Test Performance and Delivery
4.3.1. The Client has the right to cancel the test or part of it or modify the test request within 24 (twenty-four) hours of submitting the order form or creating the order in the EOL system.
4.3.2. Upon cancellation, the Client must reimburse the Laboratory for all expenses incurred up to the point of receiving the cancellation.
4.3.3. If the Client does not send the order form, testing will not begin, and the samples will be destroyed after 24 (twenty-four) hours.
4.3.4. The Laboratory performs tests in accordance with international, national standards, or internally developed/modified methods. Deviations from established methods are permitted only when documented, technically justified, and approved internally. Allowable deviations before testing: the sample does not match the description, damaged packaging, insufficient sample quantity (not enough for initial and repeat testing), improper environmental conditions during delivery, or delivery time does not meet method requirements. No deviations are allowed during the test process.
4.3.5. If the Client does not indicate or indicates an unsuitable method, the Laboratory chooses the most appropriate method.
4.3.6. The Laboratory may perform tests directly or outsource them. If subcontractors are used, the Laboratory is responsible for the accuracy of results unless the Client specified the subcontractor.
4.3.7. Test results are formalized in a Laboratory-approved test report.
4.3.8. The Laboratory may provide partial results if different tests in the Client's samples are completed at different times.
4.3.9. The Client may request corrections to the test report within 14 (fourteen) calendar days of receiving it.
4.3.10. The test report may be corrected:
4.3.10.1. If the Laboratory or Client discovers an error or inaccuracy after issuance. Then, corrections may be made even after 14 (fourteen) calendar days.
4.3.10.2. If the Client requests additional testing on the same sample or to add information.
4.3.10.3. If the Client requests to change information that does not match the order (e.g., manufacturing date, batch number). Written request and justification are required.
4.3.10.4. Corrections not covered in 4.3.10.1–4.3.10.3 may be subject to a fee.
4.3.11. The test report is sent to the Client only by email indicated in the order form. The test report can be acquired on EOL by the Customer or representatives.

5. Claims

5.1. The Customer has the right to submit a claim to the Laboratory regarding the quality of the tests by email or registered mail no later than within 14 (fourteen) calendar days from the date of receipt of the test results.
5.2. The Laboratory performs tests only on the sample provided by the Customer and is responsible only for the test results of the tested sample. The Laboratory shall not be held responsible for the part of the sample that was not submitted to the Laboratory for testing.
5.3. The test results refer exclusively to the results of the test sample obtained at the time of testing.

6.6. The Customer must compensate for any damage suffered by the Laboratory if the Customer violated the Laboratory's instructions regarding sample collection, packaging (container), and transfer, including cases where, contrary to the procedures established in this Policy, toxic, explosive, flammable, radioactive, or other substances with potentially dangerous properties were delivered, resulting in harm to the Laboratory or third parties.
6.7. The Customer must compensate for any damage suffered by the Laboratory due to the Customer's improper fulfillment of contractual obligations.
6.8. Disputes between the Parties are resolved through mutual negotiations. If no agreement is reached within 20 (twenty) calendar days, disputes are referred to the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

7. Confidentiality

7.1. The Laboratory undertakes to remain impartial and to ensure the confidentiality of the Agreement concluded with the Customer, the tests performed, and their results.
7.2. The Laboratory has the right to use the results of the performed tests and to disclose them to third parties only while ensuring the anonymity of the Customer. Customer anonymity means that the Laboratory will not disclose to third parties any information about the Customer. Third parties will have the right to receive only information about the test performed by the Laboratory, or a part or result of it, without specifying on whose behalf and for whose benefit the tests were performed, who submitted the samples, or any other information that could allow third parties to identify the Customer.
7.3. The Laboratory will not be bound by the confidentiality obligation:
7.3.1. if the Customer has given consent to disclose confidential information;
7.3.2. if the information is public or became publicly available not due to the actions of the Laboratory;
7.3.3. if the legal acts of the Republic of Lithuania obligate the disclosure of information to state authorities and institutions or officials performing lawful state functions or requirements.

8. Final Provisions

8.1. This Policy becomes effective for the Laboratory from the date of issuance of the order by the Director approving this Policy.
8.2. This Policy is valid and applicable to the Customer from the day the request to accept samples and perform tests is submitted, if the Agreement is not signed, or from the date of signing the Agreement with the Laboratory.
8.3. The Laboratory has the right to amend this Policy. The amended Policy becomes effective for the Customer from the date of public announcement on the Laboratory's website: https://www.eurofins.lt/en/order-documents/research-performance-policy/.