

**1. Area of Application**

1.1 A contract with the Terms and Conditions set out below comes into being when an order is placed with "Eurofins Laboratories Limited or any of its subsidiaries", hereinafter "ES", and when ES accepts that order. These Terms and Conditions supersede and replace any verbal or written agreement (except for any agreed variation under clause 14.2), terms on purchase orders, memoranda or clauses in any other documents between the parties.

1.2 Any commitment purported to have been entered into on behalf of ES by one of its agents, representatives, or similar is only valid if accompanied by a written signed confirmation from an authorised signatory of ES. However, an order placed with ES is considered as accepted by ES when ES proceeds to fulfil that order, without need for any written confirmation from ES.

1.3 The information provided in the catalogues, leaflets, price lists and any other documents prepared by ES are only indicative and in no way commits ES and ES reserves the right to modify such information at any time.

**2. Placement of Order**

2.1 The customer's order will only be valid if sent by mail or fax on headed paper of the customer or by using approved ES's sample despatch sheets or electronic order forms. The customer is responsible for ensuring that orders given by telephone are confirmed by the customer by mail or fax immediately after placement by telephone. Orders placed by telephone will be governed by these Terms and Conditions whether or not the customer submits such written confirmation. Also, if the customer sends samples to ES quoting the customer reference, ES is entitled to treat this as the customer placing an order and the customer will be bound by these Terms and Conditions on acceptance of such an order by ES.

2.2 If the customer places any orders with ES, the commercial aspects of the order not specifically set out in these Terms and Conditions (including, but not limited to price, estimated turnaround times and delivery date) must be agreed at the time of the order and the commercial terms agreed in relation to any initial order will not automatically apply to additional or subsequent orders. Each order is to be treated as a separate contract between ES and the customer.

**3. Prices and Terms of Payment**

3.1 If the acknowledgment of the order does not state otherwise, ES's prices apply "ex works" excluding packaging, which is charged separately. ES's prices do not include the statutory value-added tax, which is shown separately on the invoice at the statutory amount on the date of invoicing. ES may revise prices quoted at any time.

3.2 ES reserves the right to increase the prices appropriately if unforeseen cost increases, particularly as the result of collective bargaining agreements or increases in the cost of materials, occur after the agreement is signed or if the amount of work exceeds the original estimate. On request, ES will document such increases for the customer.

3.3 If fulfilling any order or performing any services for the customer requires any officers, employees, representatives or agents of ES to conduct any work on a customer site or any other site outside ES' usual places of business, the customer shall be responsible for the cost of travel, accommodation, subsistence and other disbursements reasonably and properly incurred by ES in connection with such work (which shall be chargeable in addition to ES' prices for such work at a rate agreed in advance between ES and the customer).

3.4 Price information in a quotation is based on an estimate of the required scope of performance and is therefore not binding.

3.5 ES is entitled to charge up to 30% of the order price quoted by it at the time the order is placed.

3.6 Unless otherwise agreed by ES in its acceptance of any order, payment of all invoices is due strictly within 30 days of the invoice date.

3.7 Any invoice, which remains outstanding 30 days after the invoice date, will be liable to interest at a rate of 1% per month or per part of month on the amount outstanding or the maximum amount permitted by applicable law (whichever is less), calculated from the date payment fell due to the date payment is actually received (whether before or after judgement).

3.8 Invoices are subject to a minimum charge of

£150.00.

**4. Duties of Customer in Delivering Samples or Materials**

4.1 The customer is solely responsible for the proper delivery of samples sent to ES for examination/analyses or materials sent for production. The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. ES is entitled to reject samples or materials and to terminate the signed agreement for good cause or to interrupt it for an appropriate time period, if the samples, the sampling conditions or the materials do not meet these requirements.

4.2 ES is entitled to conduct an initial examination of the samples or materials to be able to check their condition before processing the samples or drawing up a report or using them in production. The customer shall bear the costs of this initial examination if the samples or materials do not comply with the requirements described in clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions – in particular because the samples or materials have been interspersed with additional foreign materials or are degraded – ES is entitled to terminate or interrupt the agreement in conformity with the arrangements set forth in clause 4.1. The customer shall bear costs already incurred by ES.

4.3 If the customer sends samples or materials or permits samples to be collected by ES, it is obligated on appropriate request to provide written information concerning the composition of the samples or materials and the condition of such samples or materials, such as pre-treatment and/or additives. If the customer does not comply with this request within an appropriate time to be set by ES, ES may terminate the contractual relationship in conformity with the arrangements set forth in clause 4.1 and request compensation of its expenses.

4.4 If the samples or the materials have a property or substances which were not reported by the customer and the completion of the order is delayed as a result, ES is entitled to charge the customer for the costs thus incurred. In this case the customer has the right to withdraw from the agreement, but the customer must pay all costs incurred until that time. If the performance of the order is impossible due to the aforementioned reasons, the customer is required to pay the costs incurred by ES until that time.

**5. Property Rights on Sample Material and Sample Storage**

5.1 Samples sent by the customer or samples collected by ES become the property of ES to the extent they are needed for the performance of the order. On the other hand, sample material not needed by ES may be returned to the customer subject to advance notice by the customer or disposed of at customer's expense. The customer bears costs incurred in doing so (transport, insurance, disposal, etc.).

5.2 Samples will be destroyed by ES immediately after the analysis has been performed, for which the sample has been sent to ES, unless there is a written request from the customer for such a sample to be retained, in which case the terms on which the sample will be retained must be agreed in writing between ES and the customer.

**6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and are provided to the customer for information only. Time for delivery dates and turnaround time is not of the essence. Without prejudice to this, ES will use reasonable efforts to meet agreed upon delivery dates and turnaround times.

6.2 Analysis results are often despatched to the customer by fax or E-Mail. It is the responsibility of the customer to inform ES in writing before the results are despatched if this is not acceptable or if he wishes to receive the results only by mail or in any other way.

**7. Transfer of Property**

7.1 Title in any analysis results, products, equipment, software or similar supplied by ES to the customer will remain with ES until all invoices in respect thereof have been paid by the customer in full and until such time the customer has no property rights or rights to use the same and ES shall be entitled to demand the return of any such items until all such invoices have been paid in full. In addition, despite having accepted any order and

beginning to fulfil it, ES can at any time stop processing any order and doing any work for a customer if that customer is late in paying any amounts due by it to ES, whether for that or any other order.

7.2 In relation to analysis results, notwithstanding that the property in the same passes to the customer on payment in full of the relevant invoices, ES retains the right to store and use such results in a confidential manner or in an anonymous form which does not identify the customer.

**8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to ES in accordance with the current state of technology and methods developed and generally applied by ES. The customer is aware of and acknowledges that analytical methods may not always yield a 100% exact and/ or relevant result. Analytical methods are subject among other factors to the methods uncertainty (generally described in the official method description by the terms repeatability and reproducibility), to the methods suitability to the matrix/ product/ issue at hand or rarely to human error or instrumental malfunction, that may not always be picked up by the laboratory's quality assurance programs. With respect to the economical importance of the analysis and the potential consequences of a faulty result, it is thus the customer's responsibility to check the plausibility and validity of results and if appropriate request retesting, possibly with a different confirmatory method. Interpretations as well as all consulting work are based on analysis results and on information provided by the customer. Interpretations, assessments, consulting work and conclusions are prepared with a reasonable degree of care but the customer acknowledges that in any event they can only be considered as being the signatory's opinion. ES cannot guarantee that these will always be correct or absolute, particularly in view of the constant evolution and re-evaluation of scientific knowledge and regulations. In all cases, the customer must verify the validity of any interpretation, assessments and conclusions supplied by ES if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 ES will be responsible only for providing the means (laboratories, equipment, personnel) for carrying out the analysis. ES undertakes to use reasonable care in the analysis, having regard to its level of experience in the analytical techniques required, the price being paid by the customer and the overall circumstances of the analysis.

8.3 Each analytical report relates exclusively to the sample received by ES, as specified in the written acceptance of order by ES. ES accepts no responsibility for the way the sample was collected, stored or delivered to ES unless ES has specifically agreed in writing to undertake such tasks itself.

8.4 If 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 analysed) and the definition of the range of analyses to be performed or if the customer has not followed ES recommendations, ES shall not bear any responsibility if these points prove to be insufficient or inappropriate.

8.5 In relation to any equipment, products or software supplied by ES to the customer, unless agreed otherwise in writing, all warranties, conditions or other terms (whether implied by statute, operation of law or otherwise in any way) as to such equipment, products or software are hereby expressly excluded by ES to the maximum extent permitted by applicable law provided that (i) ES confirms that it passes good title in any ES equipment and products to the customer and that such ES equipment and products shall correspond in all material respects with their accepted order specification at the time of delivery and (ii) in the case of ES proprietary software, as may be specifically covered by the specific software licensing terms that apply to users of such software. The customer must satisfy itself as to the suitability of any product, equipment or software, which it orders from ES and that it possesses the appropriate legal authorisations and licences to make use of such.

8.6 All equipment, products or software supplied by ES to the customer must be used in accordance with the applicable licence terms, instructions and/ or manuals. Products must be used only before expiration date marked on the product packaging.

**GENERAL TERMS OF SALES AND CONDITIONS OF CONTRACT**

8.7 Unless otherwise specifically agreed in writing by ES, ES accepts no responsibility for any loss or damage, which may occur to any sample in transit. The customer will at all times be liable for the security, packaging and insurance of the sample from its despatch until it is delivered to the offices of the laboratories of ES. ES will use reasonable care in handling and storing samples, but ES shall also not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.8 The customer warrants and represents to ES that all samples sent to ES for analysis are safe and in a stable condition and undertakes to indemnify ES for any losses, injuries, claims and costs which ES, its officers, servants, representatives and agents may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform ES in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are of dangerous nature.

8.9 The contractual relationship shall be strictly between the customer and ES. There shall be no third party beneficiary or collateral warranty (and the parties hereby exclude any terms implied by law, statute, or otherwise in any way which confer such third party rights, to the maximum extent permitted by applicable law).

**9. Limit of Liability**

9.1 ES is only liable for proven damages in connection with analyses and expert reports it produced if these damages are directly due to ES wilful intent and gross negligence. In any case ES liability is limited to the compensation of the direct and immediate damage caused by ES faulty actions or omissions in connection with the performance of the agreement. ES' liability in any way relating to orders, the agreement or these Terms and Conditions (whether arising under contract, tort, negligence, through indemnification or otherwise) per claim or series of related claims is limited to the amount actually received from the customer in relation to the relevant contract and in any event ES' liability in any twelve (12) month period is limited to 100% of the total amounts received from the customer in such twelve (12) month period. The customer is required to indemnify ES against any compensation claims by third parties in the event of unlimited or limited further use of expert reports, test certificates or reports. Customer's claims due to improper performance of the contract as well as claims for damages must be made within a period of six (6) months from the date of the Customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited).

All exclusions and limitations set out in these Terms and Conditions are intended to have the maximum effect possible under applicable law. Where certain exclusions or limitations are not legally permitted or are regarded as void under applicable law, then ES does not exclude or limit its liability to such extent. In particular, ES does not exclude or limit its liability for death or personal injury caused by its gross negligence or for fraudulent misrepresentations where this is not legally permitted or may be regarded as void under applicable law.

9.2 The same limitations of liability, warranty and responsibility and the right to indemnification of ES by a client (all as outlined in or resulting from these terms of sales) also applies to the personal liability of all workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants of ES and all ES trustees, partners and affiliates (all together "the indemnified person[s]"). For avoidance of any doubt, the term affiliates describes all companies of the Eurofins Scientific Group as well as the Eurofins Scientific S.A. itself.

9.3 ES shall not be liable for any indirect or consequential loss or damage (such as loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.4 ES contract and obligations are solely with/ to its direct clients. There shall thus be no third party or collateral beneficiary of any warranty, claim or indemnity. The client shall indemnify and hold ES harmless for any third party claim.

9.5 The warranty period amounts to six months, calculated from the delivery date of the samples, if the acknowledgement of the order does not state otherwise.

This period is a period of limitation and also applies to claims for compensation of any harm caused by a defect.

9.6 In any event, for any claims made by the customer against ES, the customer is required to prove and mitigate any losses howsoever caused.

9.7 The customer acknowledges and agrees that the limitations of liability contained in these Terms and Conditions are:-

9.7.1 fair and reasonable;

9.7.2 reflected in the level of charges and of insurance cover carried by ES; and

9.7.3 just and equitable having full regard to the extent of the responsibility of ES for any loss or damage likely to be suffered in relation to the ES equipment, products, software and services supplied.

9.8 Where ES or any indemnified person is (i) finally found liable by courts or (ii) subject of a claim arising from or in any way connected with its role under or services or products or software provided pursuant to these terms of sales, then the total amount recoverable from ES or any indemnified person shall be limited to such proportion (the "liability") as is finally judicially determined to be just and equitable, having regards to the relative responsibility of (iii) ES or any indemnified person and (iv) any other person (including both the client and any director, employee, agent, subsidiary or affiliate of the client) who may be jointly or severally liable (an "other party"). For the avoidance of doubt, any limitation or exclusion or restriction on the liability of any other party under any jurisdiction, whether arising under statute or contract or resulting from death, bankruptcy or insolvency shall be ignored for the purposes of determining the extent of responsibility of the other party under clause (iv) above..

9.9 The customer undertakes to indemnify ES or any indemnified person for any losses, injuries, claims and costs which ES or any indemnified person may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these terms of sales, unless the liability rests with ES according to these terms of sales.

**10. Repeated Analysis**

10.1 If the customer raises an objection to a test result reported by ES, then ES shall review the result. ES is also entitled to have the review conducted by third parties. If the result objected to is corroborated the customer shall bear the costs of the repeat testing or review. Otherwise, the test result will be corrected free of charge.

10.2 A repeat test can only be performed if the conditions of the sample or goods to be sampled make such retesting possible.

10.3 Objections to the test result are allowed within a period of one month, counting from the time the result is received by the customer.

**11. Duty of Confidentiality**

11.1 ES will use reasonable efforts (commensurate with those used in maintaining its own confidential information) to keep analysis results in strict confidence, subject to its right to use such results as provided in clause 7.2. A standard confidentiality agreement can be provided by ES, if requested and at the cost of the customer.

11.2 Accordingly, the customer is required to maintain secrecy concerning all services provided by ES and their results as well as the composition of products and software delivered by ES. Any disclosure of results of the service provided by ES requires the prior written consent of ES.

11.3 Analysis results are prepared and supplied exclusively for the use of the customer and must not be divulged to a third party for any purposes without the prior written agreement of ES. Analysis results are not to be publicly disclosed or exploited save with the prior written consent of ES. Even if such written consent is given by ES, the customer 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 hereby agrees to indemnify ES against any liability which ES may incur to such third party or to any other party as a result of such divulgence or any such third party reliance.

**12 Force Majeure**

12.1 ES shall not be liable to the customer for any delays in performance or any non-performance of its

obligations as a result of causes beyond its control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strike, lock-out, government order, non-availability of equipment or parts, power or other utilities failures, war, riots or public disturbances, acts of terror etc.) and also if they affect ES's suppliers or subcontractors. They entitle ES to postpone the service or delivery by the duration of the obstacle plus an appropriate start-up period or to withdraw from the agreement entirely or in part with regard to the still not performed portion. If the obstacle lasts longer than three months, after the setting of an appropriate additional period of time, the customer is entitled to withdraw from the agreement with regard to the portion still not performed. If the delivery time is extended or ES is freed from its obligation, the customer may not derive claims for damages therefrom. ES may only avail itself of the named circumstances if it informs the customer promptly.

**13. Processing of Customer Data**

13.1 ES shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stems from the customer directly or from a third party.

13.2 Where ES acts as a "Data Processor" in Processing Personal Data received from the customer (as such capitalised terms are understood under the European Directive 95/46/EC on Data Protection, and the relevant implementing legislation under applicable law, as appropriate), then ES agrees that it shall (i) only process such Personal Data for the purposes of providing the relevant services to the customer and in accordance with these Terms and Conditions, and (ii) take appropriate technical and organisational measures to guard against the unauthorised or unlawful processing and accidental loss or destruction of or damage to such Personal Data.

**14. Disclaimer and Miscellaneous**

14.1 Except as expressly set forth in these General Terms of Sales and Conditions of Contract, all equipment, products, services and software are supplied "as is" and "as available", and ES expressly disclaims all other representations, warranties, liability, conditions or terms of any kind, (whether express, implied, statutory or otherwise), with respect to the analysis, consulting services, equipment, products, software or any other product or service provided or otherwise in any way to the maximum extent permitted by applicable law.

14.2 These Terms and Conditions may be amended by ES from time to time by sending amended Terms and Conditions to the customer which shall apply to all orders placed after the customer is deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date on which they are mailed to the customer). No other amendments or variations shall be valid unless signed by an authorised signatory of ES.

14.3 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.

14.4 Failure by either ES or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

**15. Governing Law/ Jurisdiction**

15.1 The construction, validity and performance of these Terms and Conditions and any contract formed in accordance with and incorporated in these Terms and Conditions and any dispute in any way relating to these Terms and Conditions shall be governed by the law of England and Wales (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

15.2 Acceptance of payment by cheque, draft or bill domiciled in another place shall not cause dispensation or substitution of this clause assigning power of jurisdiction.