

## **General Terms & Conditions of Sale**

### **1. Contract Definitions**

**Sample/s:** the sample and/or material sent to EB by the customer to have it tested/analysed

**Customer:** the subject transferring to EB an Order so to obtain analytical services by EB

**Contract:** the contract of services signed time by time by EB and the customer and dependent on the hereby general term and condition of sales

**EB:** Eurofins Biolab srl and/or its subsidiaries and affiliates as defined by art. 2359 of the Italian Civil Code

**Test Report:** report including all the results, interpretations, evaluations, advices and conclusions required to EB by the customer

### **2. Area of Application**

1.1 All orders accepted by Eurofins Biolab Srl, a member of the Eurofins Group or any of its subsidiaries or affiliates (collectively, "EB") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions").

1.2 A contract with these Terms and Conditions comes into being when an order that has been placed with EB is accepted by EB. An order placed with EB is considered as accepted by EB when (a) EB proceeds to fulfill that order, without need for any written confirmation from EB or (b) EB accepts the order in writing.

1.3 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements except existing frame work agreements (in case of conflict the frame work agreement is valid) between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer, employee, agent or subcontractor of the company has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EB, unless there is a written and signed approval by its shareholder or its representative being the Chief Operational or Executive Officer of EB.

### **3. Placement of Order**

3.1 A customer's order will be valid if it is sent in writing by mail, e-mail or fax or other electronic message or by using EB-approved sample dispatch sheets or electronic order forms. The customer must confirm in writing orders given by telephone immediately after they are made or they will be confirmed by EB – in both cases they are accepted in case the order has not been cancelled within 3 working days. EB has always the right to withdraw an offer.

3.2 Unless specifically accepted in writing and signed by EB, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EB will be treated as a separate contract between EB and the customer. A request for additional services will be treated as a new order or an order extension and may postpone estimated delivery or reporting date accordingly.

3.3 EB may employ any sub-contractor for the purpose of fulfilling any agreement entered into by the Company. Where any such sub-contracting outside the EB group is proposed, EB will inform the customer in writing.

### **4. Price and Terms of Payment**

4.1 If the acknowledgment of an order does not state otherwise, EB' prices are all inclusive. Any variable or additional cost or disbursement listed in the quotation or arising during the study and following agreement with the customer will be invoiced and must be paid in full by the customer.

4.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

4.3 Unless specifically agreed otherwise by EB in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of a result or study will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty and carry interest at the rate stated by Decree No. 231/2002 if applicable, or otherwise at the interest rate stated by Article 1284 of the Civil Code.

4.4 In case of the cancellation of an order by the customer, the value of works that have already been performed and inevitable cancellation charges shall be paid by the customer. EB is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance. The minimum cost of the cancellation of an order shall amount to 10% of the value of the order if no test plan has been worked out; at least 25% if a test plan has been prepared and the

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experimental phase is yet to commence, between 25 and 100% in case of cancellation during the experimental phase and a minimum of 75% in case of cancellation after the completion of the experimental phase.

4.5 For any invoice a minimum amount of five hundred Euro (500,00 €) will be applied.

## **5. Duties of Customer in Delivering Samples or Materials**

5.1 Unless specifically indicated, sampling activities are done by the Client under its responsibility

5.2 Unless specifically indicated, samples preparation and delivery is done by the Client at its expense

5.3 The samples or materials must be in a condition that allows the performance technically and legally, and makes the service possible without difficulty. EB is otherwise authorized to stop the service charging the sustained costs.

5.4 The customer must ensure, and hereby warrants, that he will inform EB in advance if any sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EB premises, instruments, personnel or representatives. The customer shall be responsible for, and indemnifies EB against, all costs, damages, liabilities and injuries that may be caused to or incurred by EB or its personnel or representatives if the information was not available.

## **6. Property Rights on Sample Material and Storage**

6.1 EB is authorized to destroy samples after the analysis has been performed, unless EB and the customer have agreed in writing on the terms of further EB retention of the sample. EB can dispose of or destroy the samples in case of outstanding payments 1 month after customer notice. Should an extra cost for EB arise to comply with any regulation (for example, with respect to disposal of hazardous waste) this will be charged to the customer. Alternatively EB will return remaining sample material on customer request at his cost and risk.

## **7. Delivery Dates, Turnaround Time**

7.1 Delivery dates and turnaround times may be estimated at the time of contract, but will be subsequently agreed with the customer at the commencement of the studies and EB shall make commercially reasonable efforts to meet its estimated deadlines.

## **8. Transfer of Property**

8.1 Title in any results, products, equipment, software or similar supplied by EB to the customer will remain with EB until all invoices in respect thereof have been paid by the customer in full. In addition, even if EB has accepted and begun to fulfill an order, EB has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EB, whether for that or any other order.

8.2 Even after payment in full by the customer, EB shall retain the right to store data files (as copy or original) in order to fulfill legal requirements (GLP or GMP or ISO 9001 or ISO 17025 archiving).

## **9. Limited Warranties and Responsibilities**

9.1 Orders are handled in the conditions available to EB in accordance with the current state of technology and methods developed. The warranty expires six months after the delivery date of the result, report or other agreed product, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EB, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

9.2 Each report relates exclusively to the phase performed by EB. If EB has not expressly been mandated and paid for the definition of the study plan, but has carried out the phases commissioned in accordance with the design of the customer or a third party, EB shall not bear any responsibility if the study performed proves to be insufficient or inappropriate.

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

## **10. Limitation of Liability**

10.1 Except to the extent that such limitations are not permitted or void under applicable law EB shall be liable only for the proven direct and immediate damage caused by wilful misconduct or gross negligence in connection with the performance of an order and then, only if EB has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is agreed by the Chief Operative or Executive Officer of EB or prescribed under applicable law and cannot be contractually limited).

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10.2 EB 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.

10.3 If delivery is not refused or/and the customer does not notify the company accordingly, the customer shall not be entitled to reject the service and EB shall have no liability for such defect or failure, and the customer shall be bound. Where any valid claim in respect of the service which is based on any defect in the quality or condition of the Service or their failure to meet specification is notified to EB in accordance with these conditions, EB shall be entitled to replace the service (or the part in question) free of charge or, at the company's sole discretion, refund to the customer the price of the service (or a proportionate part of the price), but EB shall have no further liability to the customer to pay the price as if the service had been delivered in accordance with the contract. In case of multidisciplinary projects or services only the affected segment needs to be repeated or refunded.

## **11. Repeated Testing or Analysis**

11.1 Objections to test validity or results can be made within thirty (30) days after the customer receives the relevant information or results. The customer will have to pay for any repetition or integration of analysis, with the sole exception of a clear and proven mistaken done by EB in the analysis process. The customer will in any case be entitled of the cost related to sampling and shipment of further required aliquots necessary for the re-testing.

## **12. Force Majeure**

12.1 EB cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EB' reasonable control and are covered by the international definition of Force majeure, or which result from compliance with governmental requests, laws and regulations.

## **13. Confidentiality**

13.1 EB shall be entitled to save and process personal or commercial data received from the customer, no matter whether such data stem from the customer directly or from a third party and shall use all commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

13.2 Methods and reports contain intellectual property of EB- They are prepared and supplied exclusively for the use of the customer to achieve his objectives and should not be divulged to a third party (competitors, press, ...) for other purposes.

## **14. Privacy policy**

14.1 Any personal data voluntarily supplied by the customer will be processed by EB for administrative, tax, commercial and legal purposes by using manual or electronic systems, implementing all such measures as are necessary to guarantee data protection and confidentiality, in compliance with Decree no. 196 /03

14.2 EB declares that it has complied with any and all data protection provisions set out in Decree no. 196/03 as subsequently amended, that it has complied with the obligation to inform the Italian Privacy Authority, and that it has implemented efficient systems for the processing, storage, protection and destruction of the data acquired by it.

14.3 The customer is entitled to access his personal data at any time and to object to his personal data being processed, by writing to the following address. The data controller is Eurofins Biolab Srl – Via Bruno Buozzi 2 – 20090 – Vimodrone (MI) – Italy.

## **15. Disclaimer and Miscellaneous**

15.1 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 results, equipment, products or software supplied by EB are excluded to the maximum extent permitted by applicable law. the warranties, obligations and liabilities of EB contained in these terms and conditions are exclusive.

15.2 These Terms and Conditions may be modified in writing from time to time by EB and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EB accepts the order.

15.3 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.

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

## **16. Governing Law/ Jurisdiction**

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16.1 The construction, validity and performance of these Terms and Conditions shall be governed by the Italian laws and by the Courts of Milano – Italy in which the registered office of the EB company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

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Eurofins Biolab Srl

The Customer

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**Pursuant to Article 1341, paragraph 2, and Article 1342 of the Italian Civil Code, the parties hereby confirm that the following clauses have been read and expressly approved:**

Article 4 Price and Terms of Payment  
Article 5 Duties of Customer in Delivering Samples or Materials  
Article 7 Delivery Dates, Turnaround Time  
Article 9 Limited Warranties and Responsibilities  
Article 10 Limitation of Liability  
Article 12 Force Majeure  
Article 13 Confidentiality  
Article 15 Disclaimer and Miscellaneous  
Article 16 Governing Law and Jurisdiction

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