

## GENERAL TERMS OF SUPPLY

### 1. Introduction and premises

For the purposes of the contract, the following definitions apply:

**"ChemService" or "Laboratory"**: the company ChemService S.r.l., with registered and operational headquarters in Novate Milanese (MI) - Street F.lli Beltrami 15 - tax code and VAT number n. 07020820150.

**"Client"**: the legal entity, public or private, identified in the registry part of this contract, which requires ChemService to carry out chemical-physical and / or microbiological and / or biological analysis and / or the provision of other services.

**"Sample"**: a material to be analysed that is not representative of other materials or lots unless explicitly indicated by an Authority.

**"Contract"**: written agreements, acceptance of ChemService offers, sending of samples following a ChemService offer and / or sample accompanying letter, analysis execution orders that are received directly by the customer and signed by it.

**"Services"**: consultancy activities

**"Acceptance"**: means the acceptance of the material / service, object of the contract, by ChemService.

The laboratory is accredited by **ACCREDIA** (number 004L) in compliance with the **UNI CEI EN ISO / IEC 17025** standard; the laboratory has over 100 accredited tests.

The laboratory is also authorized by the **Ministry of Health** to operate in compliance with Good Laboratory Practices (**GLP**) pursuant to Legislative Decree 50/07.

The complete list of accredited tests is available on the ACCREDIA official website [www.accredia.it](http://www.accredia.it).

The Customer has the right to be able to view the agreement between ChemService and ACCREDIA and the prescriptions contained in the ACCREDIA documents.

The term "accreditation" means the attestation by a national accreditation entity that certifies that a particular conformity assessment body meets the criteria established by harmonized standards and, where appropriate, any other additional requirements, including those defined in the relevant sectoral programs, to carry out a specific conformity assessment activity (Ref. ACCREDIA Documentation, website [www.accredia.it](http://www.accredia.it)).

Accreditation certifies the Laboratory's technical competence to carry out the tests indicated in the accreditation field and the implementation of a quality management system aligned with the principles of UNI EN ISO 17025 for activities falling within the accreditation field. (Ref. ACCREDIA documentation, website [www.accredia.it](http://www.accredia.it)).

Accreditation does not mean approval by the Accreditation Body of the test sample or product and of the opinion or interpretation that may arise from a test result.

The Trademark or reference to accreditation must not be used by the customers of the Laboratory, nor can they be used in documentation relating to a product or be shown on a product. It is allowed to attach a copy of the test report.

All certifications / authorizations, awards, accreditation are available on the site [www.chemserviceglp.it](http://www.chemserviceglp.it) under "Documents", where you can download the certificates.

### 2. Application of the General Conditions

These general conditions are an integral part of all contracts between ChemService and the Customer, without prejudice to any special conditions agreed between the same parties in writing. Acceptance of offers implies adherence to these general conditions of supply. The offer and these supply conditions are however understood to be accepted in its entirety upon arrival of the samples at our laboratory.

Any clause attached by the Customer, further and / or different from what is indicated in the order and / or in these supply conditions, will be considered ineffective, unless accepted in writing by ChemService. In the event that one or more provisions of these general conditions are considered invalid or unenforceable, this will not affect the validity and / or applicability of the remaining provisions of these general conditions; any provision deemed invalid or inapplicable may be replaced with new valid and applicable agreements, having content, as far as possible, equivalent to that of the provisions deemed invalid or inapplicable.

By signing the contract, the general conditions of supply are understood to be accepted, except for explicit exceptions or additions formally resulting from the same contractual documents.

### **3. Object of the supplies**

The relationship between ChemService and the Customer relates to the performance of the services defined in specific orders.

The description of the main services performed by ChemService is available on the website [www.chemservice.it](http://www.chemservice.it).

The economic conditions are those reported in the latest tariff in force.

### **4. Conduct of business**

The services concerning the above activities will be put in place by the competent sector headed by the direction of the laboratory ensured by a qualified professional registered with the competent professional body. If some of these activities are subcontracted to qualified organizations, ChemService is responsible to the customer for the subcontracted activities except in the case where the customer or the authority in the regulated area specifies which subcontracted entity is to be used.

In the economic offer, ChemService indicates the methods used and whether they are accredited methods pursuant to UNI EN ISO / IEC 17025 or not.

If the quality of the service requested from ChemService must meet the GLP requirements, this request must be communicated to ChemService before processing the economic offer relating to the service.

In both cases, the offer must be agreed in writing with ChemService before its execution by the relevant laboratory.

The customer, subject to agreement on methods and execution times with the competent technical manager, can participate in the analysis of his own sample.

This activity can constitute an ancillary service for a separate charge.

### **5. Delivery of samples to the Laboratory**

Unless otherwise expressly agreed, the material to be analysed is delivered to the Laboratory by the Customer or his / her representative with a clear identification using the appropriate forms that can be downloaded directly from our website or other equivalent customer document.

It is specified that the laboratory respects the following times for the delivery of samples:

08:00 - 18:00 with continuous opening hours

Samples delivered after 3.30 pm will be analysed on the working day following the date of acceptance.

Upon request, ChemService ensures availability to provide information on procedures, techniques and / or methods of "sampling" and storage required by regulations and / or guidelines.

The collection of the material to be examined at the Customer's domicile (or at another place indicated by the same) by ChemService personnel, or appointed by them, may constitute an ancillary service, subject to a separate charge at the price specified in the ChemService price list which is intended to be expressed.

In the case of withdrawal as above, ChemService guarantees that the transport to the Laboratory takes place under conditions that ensure the conservation of the chemical, physical and microbiological characteristics that the material presented at the time of its taking over.

The customer is obliged to inform ChemService about the risks related to the material that needs to be analysed by identifying the dangers associated with it and indicating the correct method for handling the samples (storage, opening, handling, disposal, etc.).

In general, the start of analysis means the start of the analysis on the sample, within the maximum times provided for by the test methods to be carried out in relation to the nature of the sample, with ChemService being responsible for ensuring in the meantime suitable conservation. The customer will be liable to all legal effects for damage to persons and property resulting from the non-fulfillment of the aforementioned information obligations having regard to the health and safety of ChemService personnel.

The "sampling" activities can be assumed at the expense and / or under the responsibility of ChemService only at the explicit request of the customer and without prejudice to the possibility of a separate charge.

## **6. Timing**

In general, the sample is accepted within 1 day of withdrawal / sampling and the analysis results delivered within days, working from the date of acceptance, except for urgent requests which will be subject to a separate charge.

## **7. Storage of the sample and the counter sample (or reserve sample) or the residual sample**

From the moment of receipt of the material to be examined and any counter-sample, the Laboratory guarantees storage in a manner suitable for ensuring the maintenance of chemical, physical and microbiological conditions.

- perishable sample: until the test is completed
- non-perishable sample: three months from the date of acceptance of the sample

ChemService acquires ownership of the delivered sample, the Customer cannot expect the return of the same or of what remains after the analysis, unless otherwise agreed previously between the two parties.

Any counter sample or residual sample is kept by ChemService for a period proposed by ChemService and / or accepted by the customer in writing. After the specified deadline, ChemService has the right to destroy the counter sample or to deliver it to third parties for disposal.

## **8. Record keeping**

ChemService, in accordance with current regulations and with the requirements of the accreditation body, has established the minimum retention times for records as reported in the specific internal procedure.

Unless otherwise established, the following are intended:

- Records relating to GLP samples: 4 years from the date of issue of the Study Report;
- Records relating to samples for which accredited test methods have been used and for the rest samples: 5 years from the date of issue of the test report.

All documentation will be available to the customer and the competent authorities for checks and controls.

At the end of the retention period, the documentation will be destroyed, unless otherwise requested by the customer and agreed in advance.

## **9. Test reports**

It is not allowed to repeat a test report when the name / trademark of the analysed product has changed (without having carried out the tests again), even when there is a clear reference to the initial test report that is being replaced.

The Laboratory does not undertake the responsibility of declaring that the product with the new name / trademark is identical to the one analysed, this responsibility is carried out by the customer.

The analytical results are only representative of the sample received and analysed by ChemService.

The customer has the responsibility of communicating to the laboratory all the necessary information (parameters to be researched, purpose of the investigation, any specific methods, etc.) for the purpose of a correct choice and proposal of the analytical procedure to be applied to the sample.

In the event that a declaration of conformity to a specification or standard is required, the specification or standard and the decision rule must be clearly defined. Unless the decision rule is already part of the specification or standard, the laboratory adopts as a decision rule the direct comparison with the limit without considering the measurement uncertainty.

In applying this decision rule, compliance with the limits of the specification or standard is verified when the measurement results fall within the acceptance limits. If the value found is equal to the upper limit or the lower limit, the associated risk level coincides with 50% of false acceptance or false rejection.

The anticipation of results to customers is anticipated, before issuing the Test Report, by e-mail. Any alternations from the test / sampling methods are indicated in the Test Report. When the customer requests that a tested object even if aware of an alternation, in the test report a statement is included in which the laboratory disclaims liability and indicates which results may be affected by the alternation. When an already issued report needs to be amended, revised or reissued, any changed information is clearly identified and, where appropriate, the reason for the change is also included in the report. ChemService provides for the electronic archiving of test reports for 10 years according to the established methods by current legislation; unless otherwise required by the laws in force or agreed with the customer, ChemService retains the raw data relating to the analysis carried out for a period of not less than 5 years.

The Customer must not use the ACCREDIA and / or ChemService trademark or other references to the ChemService accreditation in the documentation related to their products or report it on the products.

## 10. Identification of test methods

At the request of the Client, the Laboratory provides clarifications on the methods or procedures that were used for the analysis. Any other request is considered an ancillary service of the Documentation Service of ChemService and is subject to a separate charge. Specific requests in relation to test methods must be agreed in writing before accepting the sample.

The ChemService quality management system provides for a prompt updating of the methods adopted in order to optimize the service.

Any other service requested by the Customer (opinions, interpretations, reports, comments, comparisons with legal and / or specification limits) constitutes a separate service and may be subject to a separate charge. For the analytical activities carried out in compliance with the GLP and for the validation of methods according to other guidelines (eg ICH), the proposed methods are applied only after approval by the Client of the document called "Protocol".

## 11. Reclami

Complaints must be sent to the laboratory in writing within 10 days of discovery by the Customer and addressed or sent to both the Quality Assurance Manager (e-mail: [Qualità@chemservice.it](mailto:Qualità@chemservice.it)) and the contact person concerned. ChemService provide for the management of the same through an internal procedure. ChemService will evaluate, at its sole discretion, the possible management of complaints that are received after the deadline indicated above, it being understood that in any case it will not assume any responsibility for complaints that are forwarded to it beyond the maximum period of one year from the date of completion or expected completion of the service that gives rise to the complaint.

The customer cannot withhold sums owed to ChemService as compensation in case of complaints, unless otherwise agreed in writing between the parties.



## 12. Payment terms

Unless otherwise agreed, the services provided must be paid upon receipt of the invoice or receipt, within the period agreed by contract.

In the event of late payment, default interest is charged pursuant to art. 4 and 5 of the D.L. 231/2002.

## 13. Compliance with the accident prevention Regulations

ChemService Srl, in carrying out its business and services, applies and complies with all the prescriptions and obligations provided for the safety and health of workers at work pursuant to Legislative Decree 81/2008 and subsequent amendments, also in 'hypothesis in which the ChemService worker carries out his business for customers.

The customer is required to declare, if he is aware of it, to ChemService, during the stipulation of the order, if the sample / survey refers to civil / criminal proceedings or if it is in contradiction with supervisory bodies.

## 15. Applicable law and competent Court

These general conditions and the contracts of which ChemService is a party are in their entirety, governed by Italian law. Any dispute that should arise between the parties regarding the interpretation, execution and termination of these general conditions as well as of the existing contracts between them, will be devolved to the exclusive jurisdiction of the Milan court.

## 16. Liability and Indemnity

ChemService cannot be understood as a guarantor. The Customer who intends to guarantee himself against loss or damage must take out a specific insurance policy.

Test Reports are issued based on information, documents and / or samples provided by the Customer, or on its behalf therefore ChemService is not responsible for inaccurate results due to incomplete or incorrect information provided by the Customer. Furthermore, ChemService is not responsible for delays or failures in the requested service if the Customer has not complied with his obligations.

The customer undertakes to indemnify ChemService and its employees / agents / subcontractors against any claim made by third parties for damages or expenses of any kind, including legal ones.

## 17. Force majeure and limitation of liability

ChemService will not be liable to the Customer for any non-fulfillment caused by events beyond its reasonable control such as, by way of example and not limited to, industrial action, strikes, transport difficulties, natural events, wars, street riots, administrative seizure measures, embargoes, laws or regulations of any territorial body or administrative authority.

The warranties and liabilities of ChemService, deriving from and in relation to the contracts concluded based on these General Conditions, are limited to those expressly provided here.

## 18. Confidentiality clauses

Tutte le informazioni ottenute o generate nel corso dell'effettuazione delle attività per conto del Cliente verranno considerate da ChemService come riservate e non verranno portate a conoscenza di terzi senza la previa autorizzazione del Cliente anche dopo la scadenza del contratto. Tale vincolo non è applicabile in ambito di ispezioni delle autorità competenti. Quando è richiesto per legge il Cliente è informato circa le informazioni fornite, a meno che ciò sia proibito dalla legge. Informazioni relative al Cliente ottenute da fonti diverse dal Cliente stesso (per esempio reclami, autorità in ambito legislativo) verranno considerate come riservate fra il Cliente e ChemService. ChemService mantiene riservata l'identità di chi ha fornito tali informazioni (la fonte) e non può rilevarla al Cliente, a meno di accordi presi con la fonte stessa.

All information obtained or generated while carrying out the activities on behalf of the Customer will be considered by ChemService as confidential and will not be disclosed to third parties without the prior authorization of the Customer even after the expiry of the contract. This restriction is not

applicable in the context of inspections by the competent authorities. When required by law, the Customer is au courant about the information provided, unless this is prohibited by law. Customer information obtained from sources other than the Customer (e.g. complaints, regulatory authorities) will be treated as confidential between the Customer and ChemService. ChemService keeps the identity of those who provided such information (the source) confidential and cannot disclose it to the Customer, unless agreements are made with the source itself.

### **19. Privacy protection**

In compliance with art. 13 of the Legislative Decree n. 196 of 30 June 2003 "Code regarding personal data" and art. 13 of the EU Regulation n. 2016/679 ("GDPR") ChemService guarantees that the data related to the Customers, to be used for the purpose of carrying out the activity relating to this supply contract, are treated with a guarantee of security and confidentiality and with a commitment not to disclose them to unrelated third parties. The parties undertake not to disclose to third parties the documentation relating to this contract and any information that comes to their knowledge on the contract itself, even after its termination for any reason. The Customer has the right to know, at any time, what your data are at our Company or at the subjects to whom we communicate them and how they are used; he also has the right to have them updated, supplemented, rectified or canceled, to request their blocking or to oppose their treatment.

The Data Controller is ChemService S.r.l. Controls and Searches with registered office in Street Fratelli Beltrami 15 - 20026 Novate Milanese (Mi). The updated list of data processors and people in charge of processing is kept at the headquarters of the Data Controller.

### **20. Express termination clause**

ChemService may terminate the contract, without any prior notice, if the customer does not respect the agreed payment terms without any exceptions being opposed.

**This document "General Conditions of Supply" is an integral part of the offers and can also be downloaded directly from the website [www.chemservice.it](http://www.chemservice.it). Acceptance of the offer implies acceptance of these General Supply Conditions as well as consent to the processing of personal data as indicated in point 19. The offer and these supply conditions are however understood to be accepted in its entirety upon arrival of the samples at our laboratory.**