

## General terms and conditions January 1, 2016

Eurofins Labtium Oy

Bus. ID. FI21283011

### 1. SCOPE OF APPLICATION AND GENERAL PRINCIPLES

1.1. These general terms and conditions shall apply to assignments between the Customer and Eurofins Labtium Oy (hereinafter Labtium), unless otherwise agreed in writing.

1.2. Hereinafter, 'written' also refers to a traceable/verifiable email message or other electronic file.

### 2. OFFER

2.1. Unless otherwise mentioned in the offer, Labtium's written offer shall remain in force for one (1) month from its date.

### 3. AGREEMENT, ORDER AND ORDER CONFIRMATION

3.1. An agreement shall be regarded as having formed, upon the signature of a separate agreement by the Customer and Labtium, or upon Labtium's written confirmation of the order, or upon the Customer's written notification to Labtium of its, the Customer's, acceptance of Labtium's binding offer.

3.2. The order is subject to written confirmation. In addition, a separate agreement can be made on the performance of the assignment, in which more specific agreement is reached on the assignment details.

3.3 This Agreement may not be transferred to a third party without the Customer's written agreement.

3.4. As required, Labtium may use subcontractors for the provision of the services, unless otherwise agreed in writing.

3.5. Should the agreement document contents prove mutually contradictory, the documents shall apply in the following order of precedence: 1) Agreement, 2) Order Confirmation, 3) Order, 4) Offer, 5) General Terms and Conditions 6) Request for Offer.

### 4. SAMPLE MATERIAL

4.1. Samples shall be delivered, at the Customers' expense, to the Labtium office given in Labtium's order confirmation, or otherwise confirmed by Labtium in writing. Unless otherwise agreed, Labtium is responsible for the possible dispatch of samples between Labtium offices.

4.2. The Customer is obliged to notify of any health and safety risks (radiation, ingredients harmful to health etc.) which are, to its knowledge, related to the samples. Should such risks come to light during the work, Labtium has the right to cease handling the sample and, if necessary, cancel the agreement.

4.3. The Customer is responsible for the appropriate marking and packaging of any samples it sends. Labtium is entitled to invoice separately, by the hour, for any extra work caused by breakage of the sample packaging and/or confusion in sample identifiers.

4.4. Unused sample material is the property of the Customer and shall be returned or destroyed, in accordance with the Customer's preference and at the Customer's expense, within one (1) month from the assignment report. A longer archiving period can be agreed and charged for separately.

4.5. Unless otherwise agreed, appropriate packaging protecting the Customer's sample is subject to a separate charge.

4.6. Labtium is not liable for any damage or accident affecting the Customer's samples stored on Labtium's or a subcontractor's premises, providing said damage or accident is not due to clear negligence on the part of Labtium.

### 5. REPORTING

5.1. In each case, a written report shall be drawn up for assignments. Digitally delivered reports or parts thereof are subject to assignment-specific agreement.

5.2. Reports shall be delivered to the postal or email address notified in writing by the Customer.

5.3. Copying and use, either in full or in part, of analysis and test reports produced by Labtium is forbidden.

5.4. Measurement results are valid for analyzed samples only.

5.5. Analysis and measurement result specification and uncertainty limits notified by Labtium are valid for all production methods employed by Labtium in application areas typical of the method in question.

5.6. Labtium shall store all research results, reports and other material created under the Agreement, for a period of three (3) years from the end of the Agreement.

### 6. RIGHTS OF OWNERSHIP AND USE

6.1. Right of ownership over material belonging to the Customer shall transfer in full to the Customer upon payment for the assignment.

6.2. Documents related to the assignment and handed over to Labtium by the Customer are the property of the Customer and shall be returned or destroyed, in accordance with the Customer's preference and at the Customer's expense, within one (1) month from the assignment report. A longer archival period can be agreed and charged for separately.

6.3. In analysis, measurement and test assignments, in addition to standard methods Labtium uses methods of its own, over which Labtium has sole ownership. The Customer is not entitled to hand over final-report information on methods to a third part, if said information goes into greater detail than given in normal method descriptions.

6.4. Use of the Customer's methods is always subject to written agreement. Should Labtium use the Customer's methods, said methods are the sole property of the Customer and Labtium shall either return them to the Customer or destroy them, whichever the Customer prefers. Labtium is not responsible for ensuring the suitability of a Customer's method. However, as it sees fit, Labtium has the right to refuse to employ methods deemed unfit or unsafe for use.

6.5. If Labtium finances the assignment, Labtium shall agree on the rights to the related results, separately and by assignment.

6.6. Know-how resulting from assignments belonging to research and development projects is the property of the Customer; within its business operations, Labtium has the right to use any professional expertise and experience accumulating from such projects.

### 7. CHARGING PRINCIPLES AND INVOICING

7.1. Unless otherwise agreed regarding the assignment's price or charging principles, Labtium shall charge the Customer as per the order confirmation.

7.2. An estimate of costs shall be given in the order confirmation, and is binding unless there are changes in the sample amounts or content of the work, or unless it is agreed that invoicing shall be based on actual hours worked. Travel costs and other direct expenses associated with the assignment shall be charged separately.

7.3. Performance of overtime is subject to separate agreement. Should Labtium be required to work overtime or make other special arrangements for reasons independent of Labtium, or due to changes or additional tasks proposed by the assigner, Labtium shall charge separately for any additional costs generated thereby.

7.4. In the event of changes to the assignment's content or schedule, the assignment quotation and size of payment shall be adjusted accordingly.

7.5. Should fundamental changes in cost levels, jointly acknowledged by both the assigner and Labtium, occur during the validity of the agreement, the quotation and size of payment for said time period shall be adjusted accordingly.

7.6. The assignment will be charged after completing the work, unless otherwise agreed. The complaining time is 8 days.

7.7. The payment period is 14 days and payment is due by the date given on the invoice. Interest on any delayed payments shall be charged as per the Interest Act. In the event of a late payment, Labtium is entitled to interrupt the performance of the assignment and, in the case of a significant delay, to cancel the agreement.

### 8. CONFIDENTIALITY

8.1. The parties undertake to treat as confidential any confidential information and business and professional secrets received from the other party.

8.2. Labtium may not hand over assignment results or any material related thereto to a third party, without written directions to that effect from the Customer.

8.3. The Customer may not hand over any business information, deemed confidential and of which it has become aware in connection with the assignment, to a third party, nor may it seek to benefit from such information in its own business activities.

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### 9. OTHER RIGHTS AND RESPONSIBILITIES OF THE PARTIES

- 9.1. The Customer shall provide Labtium with the use of any basic information required for the performance of the assignment and, separately and agreed on a case-by-case basis, any equipment and other resources deemed necessary.
- 9.2. The Customer is entitled to follow the progress of the assignment.
- 9.3. In connection with the assignment, the parties may establish a project organization for the performance of the assignment. The membership, tasks and responsibilities of said organization, and any changes thereto, are subject to separate, written agreement.
- 9.4. The parties must inform each other without delay of any issues which might endanger the performance of the assignment or cause unanticipated costs.
- 9.5. Labtium shall perform the assignment to the agreed schedule. If no schedule has been agreed, the assignment shall be performed without undue delay.
- 9.6. Labtium shall perform the tasks defined under this agreement with due care and professional skill, and ensure that suitably qualified employees are used in the performance of the assignment. Labtium shall be responsible for the work of any subcontractor as for its own work.
- 9.7. Labtium is entitled to lengthen the time taken to perform the assignment, should said delay result from force majeure, reasons independent of Labtium, or reasons due to the Customer or under the Customer's responsibility.
- 9.8. Should, for reasons due to the Customer or under the Customer's responsibility, the method of implementing the assignment change, or become subject to a delay or interruption, Labtium is entitled to compensation for any costs or damage arising thereby.
- 9.9. Labtium is liable to the Customer for any direct damage due to errors or neglect either intentionally caused by Labtium, or issuing from Labtium's production processes. The Customer is liable for any damage or harm caused to a third party or the third party's property during the performance of the assignment, if said damage or harm is an unavoidable consequence of fulfilling the agreement and could not have been prevented by due care exercised on the part of Labtium.
- 9.10. In any event, Labtium's liabilities, and those of its representatives and employees, are limited to the amount of payment made to Labtium for performance of the assignment. Labtium is not liable for any indirect or consequential damage.
- 9.11. Expert opinions given by Labtium are based on comparison of its own observations and of generally known laws, regulations and instructions. Expert opinions given by Labtium may not be separated from their context and must be referenced in full. Labtium is not responsible for any interpretations or conclusions drawn from its expert opinions, or for any measures taken as a result of said interpretations and conclusions.
- 9.12. Any claims made against Labtium must be presented in writing within one (1) month of the assignment results' handover to the Customer.

### 10. QUALITY SYSTEM, AUDIT AND THIRD PARTY COMPARISON MEASUREMENTS

- 11.1. Labtium, a FINAS-accredited testing (T025) and calibration laboratory (K056), abides by the ISO 17025 quality management system standard. The final report bears an accreditation mark and notifies, by method, which results have been generated using accredited methods. Such information must not be changed or removed in final reports used as annex material.
- 11.2. An official accreditation body is responsible for external audits of Labtium. In every case, Customer audits are subject to written, separate agreement and an opportunity must be reserved for Labtium to comment on the audit report. The audit report may not be handed over to a third party without the written consent of Labtium.
- 11.3. Comparison measurements commissioned by a third party may not be published without Labtium's written consent thereto.

### 11. USE OF CUSTOMER'S NAME AS A REFERENCE

- 12.1. Labtium has the right to use the Customer's name as a commercial reference, unless expressly forbidden from doing so, in writing, by the Customer. Such references may not contain location information on the samples or research premises, or volume-related information on the customer relationship.

### 12. FORCE MAJEURE

- 13.1. In the event that breach or non-fulfillment of the agreement obligations is due to force majeure, the party in question is freed from its obligation and liability to pay damages. Force majeure comprises an exceptional event occurring after the agreement is made and affecting and preventing the agreement's fulfillment, the case being such that the party in question had no grounds for noting said event upon making the agreement, the event is independent of said party and its effects cannot be reasonably avoided or overcome. Such events include e.g. war, insurrection, requisition or confiscation for public requirements, an import or export ban, a natural catastrophe, a disruption of public transport or power transmission, a labor dispute, fire, disruption of telecommunications or some other corresponding reason, exceptional in its effects and independent of the party in question. Subcontractor delays for the abovementioned reasons or due to bankruptcy are also regarded as force majeure.

### 13. CANCELLATION OF AGREEMENT

- 14.1. If a party is in fundamental breach of the terms and conditions, the other party has the right to cancel the agreement.
- 14.2. If the Customer is in fundamental breach of the terms and conditions, in place of cancelling the agreement Labtium is entitled to interrupt the work temporarily, until it becomes clear whether or not the breach of contract will lead to cancellation of the agreement.
3. Labtium is entitled to cancel the agreement if the Customer is manifestly insolvent or files for bankruptcy.
- 14.4. Both parties have the right to cancel the agreement, if its fulfillment becomes impossible or is delayed for over six months, due to the continuance of force majeure. In any event, Labtium may cancel the agreement notwithstanding the aforementioned six-month period, if the delay is of fundamental significance to Labtium.
- 14.5. In the event of the agreement's cancellation, the Customer shall pay compensation, as per the agreed charging principles, for that part of the assignment whose performance has been accepted, for the period up to the cancellation date, or up to the moment upon which work ceases if it is agreed that work will be performed after the cancellation date.
- 14.6. Labtium is entitled to compensation for costs and damage due to the cancellation of the agreement, if the cancellation is due to the Customer or causes for which the Customer is responsible.

### 14. DISPUTES

- 15.1. In the event of disputes arising from the agreement, which the parties cannot resolve to their mutual satisfaction, the matter shall be placed for judgment before the District Court of Espoo.
- 15.2. The laws in force in Finland at the time the agreement was made shall apply to all interpretations of the agreement and resolution of disputes.