



General Terms and Conditions

1. General - Scope of Application

1.1 Our General Terms and Conditions (hereinafter referred to as „Terms and Conditions“) shall apply for QTS Analytical Ltd., a member of the Tentamus Group GmbH (herewith Tentamus).

1.2 The Terms and Conditions shall apply exclusively. We do not accept Clients' conditions which are contrary to or deviate from our Terms and Conditions, as well as Clients' conditions, which are not regulated in these Terms and Conditions, unless we have explicitly consented in writing to their application. Our Terms and Conditions shall also apply if, despite being aware of Clients' conditions, which are contrary to or deviate from our Terms and Conditions or are not regulated in our Terms and Conditions, we provide services to Clients without reservation or if Clients refer to the application of their General Terms and Conditions in their enquiries or their orders.

1.3 All agreements that are made between Clients and us for the purpose of executing a contract are made in writing in the contract and in these jointly applicable Terms and Conditions.

1.5 Within the scope of ongoing business relations, these Terms and Conditions shall also apply to additional and follow-up orders.

2. Scope of Services - Service Provision - Subcontractors

2.1 We analyze and/or advise companies, products or other services provided by manufacturers, distributors and/or other service providers (hereinafter collectively referred to as „Clients“) on the basis of national or international rules and methods. Accredited analyses shall comply with ISO 17025 and pesticide in food testing shall adhere to SANTE/2015/11945 or subsequent version of this standard.

2.2 The agreed Services shall be provided in accordance with the contractual agreements, in accordance with the generally accepted state of technology at the time the contract is concluded and in compliance with the relevant provisions applicable at the time the contract is concluded.

2.3 We shall be entitled to determine the method and/or the type of Service provision at our discretion, (a) unless agreed otherwise in writing and (b) unless mandatory provisions prescribe a specific method and/or type of Service provision.

2.4 Each order refers exclusively to the sample(s) provided by the Client or taken by us or other Services hereinafter referred to as „Service“) and shall be completed with dispatch of the written investigation or test report on the test results we have identified to the Client, unless otherwise agreed in writing. The test reports solely apply to the sample tested.

2.5 We shall be entitled to have orders placed with us carried out in full or in part by companies associated with us or by suitable subcontractors that have been carefully selected by us. If applicable, guidelines of accreditation criteria must be observed.

2.6 The sample provided will be partially or fully used during analysis and therefore becomes part of Tentamus property.

3. Quotations - Conclusion of Contracts

3.1 Our quotations are always subject to change unless we have agreed otherwise.

3.2 Orders addressed to us are binding.

4. Duties and Obligations of the Client to provide Assistance and to Cooperate

4.1 The Client has the duty of care to provide all the assistance and cooperation needed to provide the agreed Services without delay, free of charge, in full and correctly. In particular the Client is obliged - in each case in accordance with the guidelines paraphrased above:

- to provide the required information, records, documentation and data (i.e. completed analysis request form).

-inform us of hazards of any kind relating to samples when submitting a sample. When submitting a sample it must be labelled with the appropriate hazard labels, in accordance with the CHIP regulations and a Material Safety Data Sheet (MSDS) provided where appropriate. Failure to do so is in breach of Health and Safety Regulations and may result in additional handling charges.

- ensure that samples provided are representative and of appropriate volume and condition for testing. Unless otherwise agreed the client will supply sufficient quantity of sample, as defined by CAC/GL 33-1999: RECOMMENDED METHODS OF SAMPLING FOR THE DETERMINATION OF PESTICIDE RESIDUES FOR COMPLIANCE WITH MRLS.

- to grant or procure for our employees, auditors and agents insight into the required information, records, documentation and data and access to the goods, commercial premises, buildings, installations, means of transport or other organizational units owned by the Client.

- to provide specialist instruments needed for the

execution of the order.

- to ensure secure working conditions for our employees, auditors and agents, if these fall within the Client's sphere of influence.

- to ensure that any obstacles and interruptions to our Services are avoided or rectified.

4.2 The Client shall nominate one or more agents, who will support our employees, auditors and agents in providing the contractually agreed Services and shall act as a point of contact to the Client.

4.3 The Client is obliged to notify us of any defects in our Services in written form immediately when our Services have been provided. The Client must notify us of any errors in writing immediately when they have been detected.

5. Terms, Deadlines - Force Majeure

5.1 The agreed terms and deadlines for Services provided are based on estimates of the scope of work according to our tender specifications.

5.2 If terms and deadlines were agreed as binding, work will only begin when the Client has duly fulfilled all its duties and obligations to provide assistance and cooperation in time. The defense of non-fulfillment of the contract remains reserved.

5.3 If the Client defaults or breaches other duties and obligations to provide assistance and cooperation culpably, we are entitled to demand reimbursement of any losses incurred in this respect including possible additional expenditure. Further claims remain unaffected hereby.

5.4 If non-compliance with a term or a deadline by us is attributable to a case of Force Majeure, i.e. to an unforeseen event, over which we can exercise no influence and for which we are not responsible, (e.g. official measures and decrees (regardless of whether these are valid or not), fire, floods, storms, explosions or other natural disasters, mobilizations, wars, insurgency, industrial disputes including strikes and lock-outs), the agreed terms and deadlines will be extended by the events causing the delay, if these impediments to our provision of Services can be proven to be of not merely insignificant influence. This is also the case if these circumstances occur during a delay.

6. Terms and Conditions of Payment

6.1 If the type of remuneration (e.g. time involved, daily rates, flat rate etc.) is not set down in writing when the contract is concluded, billing will take place in accordance with the type of remuneration envisaged in our valid price list at the time the Service is provided. If no fee is agreed in writing at the time the contract is concluded, billing will take place at the prices laid down in our valid price list at the time the Service is provided.

6.2 All invoice amounts are due for payment in full from the date the invoice is received, unless otherwise agreed in writing. If payment is not received on the due date then, without prejudice to any other right or remedy available to QTS, we reserve the right to charge interest on invoices not paid after 30 days on the amount unpaid from day to day at the rate of 5% above the base rate set by the Bank of England.

6.3 The statutory value added tax is not included in our prices; it will be shown separately in the invoice at the statutory rate on the date the invoice is issued.

6.4 Where samples are collected by QTS from the Client's nominated premises, charges for failed collection by the courier due to the sample not being ready will be passed on to the Client.

6.5 The Client has rights of offset only if its counterclaims are legally established, undisputed or acknowledged by us. The Client is only entitled to exercise a right of retention in as much as its counterclaim is based on the same contractual relationship.

6.6 In the event of actual indications of a deterioration in the Client's financial position following conclusion of the contract or if there are other facts following conclusion of the contract, which justify the assumption that our claim for consideration will be jeopardized by a lack of capacity on the part of the Client, we are entitled to demand the provision of collateral and/or to revoke agreed payment terms. In the event that the Client is not in a position to provide the requisite collateral within an appropriate period, we shall be entitled to withdraw from the contract. Existing claims arising from Services provided or on account of default remain unaffected hereby.

7. Test Reports

7.1 All copyrights to the test results, calculations, presentations etc. prepared by us as part of the Services provided to the Client (hereinafter collectively referred to as „Test Reports“) will remain with us.

7.2 If the Client has a claim for restitution of the Test Reports, the Client may only use these Test Reports for the purpose for which they are destined according to the agreements. The Client may not change them in any way. Complete or partial publication of the Test Reports requires our prior, written consent.

7.3 If there is a corresponding obligation in the respective contract we shall store Test Materials to the extent specified there and for the periods specified there.

7.4 We store Test Specimens (or portions thereof) (cf. Section 2.4) for a minimum of 2 weeks following conclusion of our Services, if they can be stored for so long, and unless otherwise agreed in writing or required by law. After this period, we shall be entitled to destroy or dispose of the Test Specimens.

8. Non-Disclosure

8.1 „Confidential information“ for the purpose of this Section 8 is all information of an economic, commercial, technical or otherwise confidential nature, which the Client makes accessible to us in connection with our Services.

8.2 We shall protect the Client's Confidential Information from disclosure to third parties, use by third parties or publication with at least the same degree of care, which we apply to protecting our own confidential information of equal importance.

8.3 We shall not use the Client's Confidential Information for any other purposes than the provision of the Services contracted to us, unless the Client has consented to our using it otherwise in writing.

8.4 We shall only pass the Client's Confidential Information to those employees and agents for which disclosure of or access to the Confidential Information is necessary for the provision of our Services and who are also subject to a corresponding duty of non-disclosure.

8.5 The duties of non-disclosure pursuant to this Section 9 shall apply for a period of 2 years from the date on which the Client made the Confidential Information in question accessible to us.

8.6 Knowledge and information,

a) which were already evident to us or generally known or best available technology at the time of their notification;

b) which were already known to us at the time of notification;

c) which subsequently become evident or generally known or best available technology without us being;

d) which are disclosed to us or made accessible by a third party authorized to do so;

e) with regard to which the Client has consented to their transmission, disclosure or access to third parties, are exempted from the duties of non-disclosure pursuant to this Section 8.

8.7 An obligation of non-disclosure pursuant to this Section 8 does not apply in the following cases either:

a) If we are asked to disclose confidential information by the courts or are obliged to do so by law.

b) If there is a suspicion that damage to persons or property could be caused by a product for which we have provided Services on behalf of the Client.

c) With regard to inspection bodies.

d) If the Client breaches material duties of these Terms and Conditions.

f) If it is ruled in these Terms and Conditions or agreed elsewhere that no duty of non-disclosure applies.

9. Law and Jurisdiction

The contract and these terms and conditions shall be governed by and construed in accordance with the Laws of England and claims or disputes arising from them shall without prejudice to the Company's other rights be subjected to the jurisdiction of and be determined by the English Courts.

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