

## General Conditions of Service (English version)

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### 1. GENERAL

1.1 These General Conditions of Service (Hereinafter “GCoS”) will be applied to all agreements between EXPERTA | TESTING (Reg. Company N° 0738.855.334 at Chamber of Commerce in Belgium – Hereinafter “Company”) and all other parties. A party can be any entity (private; public or governmental - hereinafter “Client”), who request any type of services (e.g. advice; contract testing; consultancy; etc.).

1.2 No other party is entitled to give instructions, on the scope of the services and/or the delivery of results and/or the reports (hereinafter the “Report”), unless the “Company” receives prior written instructions & authorization from the “Client”.

1.3 The applicability of any conditions that the client may have is explicitly rejected.

### 2. SERVICES

2.1 The “Company” will execute the services with reasonable care and good craftsmanship, in accordance with the “Client” instructions, as confirmed by the “Company” or, in the absence of such instructions:

2.1.1 The terms of any email; quotation or order confirmation of the “Company”.

2.1.2 Any relevant trade custom, usage or practice.

2.1.3 Any method the “Company” considers appropriate on technical, operational and/or financial grounds.

In general, one can assume that the following procedure will be followed:

> Reception of the test request from the “Client” by the “Company”. The test request can be send by any ways (e.g. Website test request form; email ([info@experta-testing.com](mailto:info@experta-testing.com)) or direct to any of it’s experts/consultants); social media platform or personal messenger system of any social media platform; phone (and any mobile app, where any expert /consultant is a member), but it’s always to responsibility of the “Client” to not violate the rules of integrity & confidentiality of it’s own company, and it’s clients. The “Company” can never be hold responsible for any violation of these values, if replied on the same channel of communication as the “Client” has used to contact the “Company”.

> Qualification of the test request by the “Company”. This will be done – in general – internally by the “Company” and all reasonable care will be taken to protect the information provided by the “Client” (incl. his personal data in accordance with our “Privacy Policy”. If required for a good understanding of the test request, additional questions will be asked at the “Client”; (before or after consulting external experts and/or 3<sup>rd</sup> party lab partners). It’s the “Company” sole right to judge what information will be shared with each of these external advisers, unless the “Client” explicitly asked, in written form, to keep some part of the information as confidential.

> Test request will be send to several external partners (e.g. 3<sup>rd</sup> party laboratories, external experts, consultants, web-platforms, social media platforms, etc.) who the “Company” deems to be appropriate to find a solution on the test request. It’s the “Company” sole right to judge what external partner will be contacted, unless the “Client” explicitly asked, in written form, to not contact a (or more) specific lab partners or experts, or limit the number of contact parties to a minimum or the contact type of external contacts (e.g. excl. social media and/or external web-platforms) to keep the info as confidential as possible.

> The external lab partners & experts will answer the “Company” and these answers will be shared with the customer. It’s the “Company” sole right to judge what external partner will be selected to answer the “Client” test request in the best way.

> After all information has been shared in both directions, the goal will be to execute a firm quotation to the “Client” in name of the “Company”, but covered by a firm quotation of the selected external partner. The T&C that apply to this partner quotation will be transmitted to the quotation that will be send to the “Client”. It’s the “Company” sole right to judge what information will be transmitted on each quotation. For the parts not specified on the “Client” quotation, these GCoS are in effect.

The price calculation will be performed as followed by the “Company):

- Sales price = Purchase price at the external lab + any cost connected with the complete process (as – but not limited to – additional lab execution costs; experiment set-up / start-up costs; additional admin

cost, etc.) + a basic consultancy fee (incl. a “standard sample pick-up\*” costs; “standard shipment cost\*” & report costs) and/or sales margin. It’s the “Company” sole right to judge what type of margin can be chosen but in general, quotation <1000Euro will have a “basic consultancy fee” of 195Euro (incl. “standard sample pick-up\*”; “standard sample shipment\*”, follow-up of the test execution; communication costs; admin & report costs) and orders >1000Euro will have a %-margin. The amount of the margin, will be in accordance with the work foreseen by the “Company” for this specific test request.

\* A standard sample package = max. l x w x h and/or max. wt = 50cm x 30cm x 20cm / <10kg is included in all offers. Oversized packages will result in an additional cost upon request by the customer or on offer by EXPERTA | TESTING during pick-up.

> After reception of the official order (or a written acceptance of the quotation) of the “Client” by the “Company”, an official purchase order (PO) will be send from the “Company” to it’s selected external partner. All information needed to perform the requested tests and all information needed for any type of security, safety or transport reason must be given by the “Client”. The correctness and completeness of the information is the sole responsibility of the “Client” and any additional cost resulting from this information, will be invoiced to the “Client”.

> The “Company” will follow-up the complete testing period at the external partner and will from time to time update the “Client”, if there are expected delays, and /or additional costs due to unexpected test requirements. It’s the “Company” sole right to judge what information need to be shared during the complete testing process, but it’s always the intention of the “Company” to keep the “Client” as good as possible informed about the development of the request tests.

> After completion of the requested tests, a clear report will be written by the “Company” based on the results given by it’s selected external partner. The “company” has no responsibility in any form of these results and cannot be hold responsible for any error; incorrectness, misjudgment(s) or and other mistake(s) that have, can or could have influence on the correctness and/or quality of the results.

> After any report that has been sent, the “Client” has to pay the full amount, as invoiced by the “Company” within 30d.

Remarks, arguments and/or disputes about this invoice, or the quality of the data, report and execution of the requested tests, do not give the “Client” the right to postpone or cancel any part of the ordering process, including the on-time payment of the invoice, but can always be send to discuss how we can arrange this in the best way. Please contact [info@experta-testing.com](mailto:info@experta-testing.com) for more any remark, argument and/or dispute about invoice.

> After all payments are done, the “Client” will be asked to give it’s feedback on the requested test results, the procedure and the complete process of testing organized by the “Company”. The “Client” has the right to request at any time that all personal data and information will be deleted in the “Company” databases. If no specific request will take place all given data will be treated in acc. of the “Company” “Privacy Policy”.

2.2 The information stated in the “Report” is derived from the results of testing procedures, carried out in accordance with the instructions of the “Client” and in accordance with art. 2.1 of these “GCoS”.

2.2.1 The “Report” contains the opinion of the “Company”, on the by the “Client” provided samples only, and do not express any other opinion upon the general material, the lot, the production batch, etc.

2.2.2 The “Report” issued by the “Company” will only reflect the facts, as given by the third party laboratory. The “Company” has no other obligation then to provide the strict “Result” in accordance with the agreed services.

2.3 The “Company” will delegate the agreed services to an external subcontractor (third party laboratory) and the “Client” authorizes the “Company” to disclose all information necessary for the subcontractor. This information will be shared on a “need-to-know basis” and will be considered confidential for all personnel of the “Company” and the sub-contractors.

2.4 The “Client” agrees that the “Company” is not responsible for the conditions (incl. calibration, validation, method, apparatus, instruments, measuring devices, analytical methods, qualification, etc.) used by the third party laboratory.

2.5 All samples shall be kept for a maximum of 1 month and will then be disposed in accordance with the local regulations by, and on the responsibility of, the third party laboratory.

2.5.1 Return of the samples to the “Client” is possible when requested before the removal date and against a shipment & admin fee.

- 2.5.2 The “Company” has no responsibility for any loss or damage of the samples.
- 2.5.3 Should the “Client” want to have a total value cover for his samples, the “Client” must organize this on his own initiative and responsibility.
- 2.5.4 For storage of samples for more than 1 month, a storage fee will be charged to the “Client”.
- 2.5.5 Special disposal charges will be invoiced to the “Client”.

### **3. CLIENT OBLIGATIONS**

The Client will:

- 3.1 Provide sufficient information, instructions and documents, within an acceptable time, before the testing can be scheduled, at any third party laboratory.
- 3.2 Inform the “Company” about all necessary measures to be taken for safety and security of working with the samples. All samples will be send incl. a MSDS – Materials Safety Data Sheet and will be packed in a sufficient safe and protected packaging.

### **4. PAYMENT**

- 4.1 All costs for additional services, not agreed between the “Company” and the “Client” at the time the order is placed, shall be offered to the “Client” by the “Company” in advance of the execution of these services.
- 4.2 If the “Company” is unable to perform (a part) of the services, the “Company” shall be entitled to invoice all non-refundable expenses and a proportion of the agreed value equal to the proportion of the services actually carried out.
- 4.3 The “Client” will promptly pay within 30 days from the invoice date and agrees with a “failing to pay interest” in accordance with the quotation.
- 4.3.1 The “Client” is not entitled to change any payment to the “Company” on account of any dispute, counter claim or set-off against the “Company”.
- 4.3.2 The “Client” shall pay all related collection costs of the “Company”.

### **5. TERMINATION OF SERVICES**

The “Company” shall be entitled to immediately and without liability either suspend or terminate execution of the services in the event of failure by the “Client” and/or “external partners” to comply with any of its obligations, as set in this “GCoS”

### **6. LIABILITY**

- 6.1 The “Company” is not liable for any loss or damage to the samples. If the “Client” is seeking a guarantee for such loss or damage, it’s the responsibility of the “Client” to organize a proper insurance.
- 6.2 The “Report” is issued on the basis of information, documents and/or samples provided by, or on behalf of, the “Client”. The “Company”, nor any third party partner (employees, experts, agents, laboratories or sub-contractors, etc.), shall be liable to the “Client” for any incorrect results.
- 6.3. The “Company” shall not be liable for any delay or non-performance of the services outside the control of the “Company”.
- 6.4 The “Company” shall have no liability for any indirect or consequential loss, including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the “Client”.
- 6.5 In the event of any claim, the “Client” must give written notice to the “Company” within 7days from the date of the delivery of the “Report”, which gives rise to the claim.

6.6 The “Client” shall guarantee, hold harmless and indemnify the “Company” and its officers, employees, agents, experts, laboratories, subcontractors, etc., against all claims by any third party.

## **7. MISCELLANEOUS**

7.1 If any provision of these “GCoS” are found to be illegal in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

7.2 Use of the corporate name or registered marks of the “Company”, are not permitted without the prior written authorization of the “Company”.

7.3 The “Company” has always the right to change these GCoS, as long the revision number has been changed and all valid quotations remain valid and orders will be executed, in accordance with the GCoS version (rev. number), as of in effect on the date of the order conformation has been send.

7.4 Any business user (external partner and/or “Client”) has always the right to stop any collaboration with the “Company”, if they do not agree with the new GCoS-version (rev. number). Of course all running orders will be executed in accordance of the GCoS-version effective on the date on order.

## **8. DISPUTE RESOLUTION**

All disputes about invoices, must be send to [info@experta-testing.com](mailto:info@experta-testing.com) within 7days after the invoice has been send.

They will be answered within a reasonable time by the “Company”. The “Company” will strive to answer all claims, within 5 working days, but cannot be hold responsible to any delay in this response.

It is always the goal of the company to arrange any “dispute” directly between the “Company” and the “Client”.

If all means are tried and no common solution can be found, the dispute shall be governed by the substantive laws of Belgium, exclusive of any rules settled under the Rules of Arbitration of the International Chamber of Commerce, by arbitrators appointed in accordance with the arbitration rules.

The arbitration shall take place in Belgium.