

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES: LABORATORY**1. General conditions**

1.1- QualityLab Lab agrees to provide its services under the terms and conditions contained herein. The Terms may only be modified by written communication signed on behalf of QualityLab, Management or Laboratory Manager, and no further action by other QualityLab contributors may be construed as an acceptance of any other terms or conditions.

1.2- QualityLab Laboratory renders service exclusively to the person or entity from which the request for tests was issued (hereinafter "the Customer"). No other party has the right to instruct QualityLab Lab unless otherwise agreed by the Customer.

1.3- All rights (including copyrights) related to the test reports issued by QualityLab Laboratory remain the property of the same. The test report may not be reproduced in part without the written approval of the laboratory. If QualityLab Lab understands it, it may refuse. The Customer undertakes that its employees and agents will preserve the confidentiality of any information they have had about QualityLab Lab.

1.4- The Laboratory is responsible for managing the information obtained or created during the performance of its activities. If necessary, the Laboratory informs the client in advance of the information that it intends to put in the public domain, except for information that the client already makes publicly available, all other information is client property and is treated as confidential. When the laboratory is required to make confidential information available by law or contract, the customer is notified of the information provided, unless prohibited by law.

2. Provision of services

2.1- QualityLab Laboratory undertakes to perform its services with rigor and impartiality, ensuring its confidentiality. The Laboratory reserves the right to refuse samples for testing that, upon receipt, are found to be in abnormal condition: insufficient sample size, poor sample appearance, and/or lacking any identification.

2.2- QualityLab Laboratory advises that depending on the type of sample received, it may be necessary to perform more than one assay for the same test (The amount quoted in the estimate may not match the amount on the invoice). The Laboratory will perform the necessary tests without prior notice to the Customer, unless otherwise specified by the Customer. For certain chemical tests it is possible to make a composite test and combine up to 3 colors. In the event that the test is inconclusive or the set is not compliant, individual tests are performed without any prior notification to the Customer. Additional costs for individual tests will be billed accordingly. In the specific case of the presence of Aniline or p-phenylenediamine in the Azo Dyes test, the additional screening test will be performed without any prior notification to the Client. An accredited method may have its accreditation status changed if it is not possible to fully comply with the method. This change occurs if the amount of sample received is insufficient or if the Customer wants test conditions that are not provided for in the standard. If verified, the customer will be informed in advance.

2.3- The QualityLab Laboratory's liability for any claims for damages, loss or expense of any kind and for any breach of contract and / or any failure to perform its functions shall in no case exceed the total sum corresponding to ten (10) times the amount of fees payable in respect of the contract / service / report requested.

QualityLab Lab shall have no liability in respect of any claims for indirect or consequential loss, including loss of profits and / or loss of future business and / or loss of production and / or cancellation of contracts entered into by Customer. The above limitation of liability does not apply in the event of liability for damage to life, moral damage, physical or health damage, non-contractual property data or liability for definitive or defective non-compliance, delay in the case of bad faith or Serious fault.

2.4- QualityLab Laboratory cannot be held responsible for any loss or damage caused by delay in the execution or non-performance of any of its services, when the cause of these losses and / or damages is caused for any reason beyond control. QualityLab Laboratory, namely demonstrations, public order disturbances; labor disturbances; wars; any prohibitions / restrictions imposed by public authorities; export or import legislation; difficulties in obtaining employees or materials; equipment breakdowns; accidents; infrastructure breakdown; sabotage and/or piracy; prolonged failure of telecommunications, internet, gas, electricity services or chemical products; flood or fire. If QualityLab Lab thinks it is facing one of these events, and considers that it is beyond its control, QualityLab Lab may cancel or suspend service contracts without incurring any liability whatsoever.

2.5- QualityLab Lab shall not be liable to the Customer for any loss or damage suffered by Customer as a result of any failure by QualityLab Lab to estimate the time given to Customer to provide its services. [See clause 3.1 to 3.3 - Customer Obligations]

2.6- The Customer is aware and agrees that the samples may be damaged or destroyed during the test (s) performed by QualityLab Laboratory or any external supplier. The QualityLab Laboratory cannot in any event be liable for any loss or damage arising from the damage or destruction of the samples submitted for testing. The tested specimens and the leftover samples will be archived for 6 months, being later destroyed or donated.

2.7- If the Client wishes to return the samples, they must request this when ordering the test. QualityLab will not be responsible for repackaging them before return. QualityLab Laboratory shall, under no circumstances, be liable for any loss or damage caused to any samples during or as a result of their shipment to the Client under clause 2.6. The preparation of returned internal test specimens may incur costs; please consult the laboratory. The cost of returning leftover samples or test specimens sent to partner laboratories is paid by the Client. The Client is responsible for collecting the test specimens/leftover samples at QualityLab.

2.8- Test reports issued by QualityLab Laboratory shall contain the instructions received by the Customer, provided that previously accepted by QualityLab Laboratory. This documentation shall contain opinions and judgments of the amounts issued with due care and within the limits and restrictions imposed by such instructions. QualityLab Lab is not required to describe or report any facts or circumstances that go beyond the specific instructions received.

2.9- Reports issued after the sample test (s) shall include QualityLab Laboratory's specific opinion on the tested samples only, and shall not express any opinion on the batch from which the samples were taken. Any determination for the Lot based on the sample result (s) will be the sole responsibility of the Customer.

2.10- QualityLab Lab's external collaborators or suppliers will have the benefit of the limitations of liability and indemnity contained in the Conditions.

2.11- The normal turnaround time for results depends on the number and type of tests to be performed. Consult the Laboratory whenever necessary. If Urgent Service is requested, an internal urgency fee of 50% will be applied, and for the Same Day Service (24h) an internal fee of 100% will be applied. If these services cannot be performed, the Laboratory will inform the Client. In the case of service performed at a partner Laboratory, the urgency fee will be 80%, and for the Same Day Service it will be 150%.

2.12- The test report can be issued in Portuguese or English. The first issuance of the report in pdf format is free. A new issuance of the test report (another language/change) has a cost that should be inquired about with the Laboratory, with a processing time of 3 business days. Urgent/same day service may be applied, with the respective fees applied. If it is a partner report, the cost will be that defined by the partner.

3. Customer Obligations

3.1- The Customer is responsible for completing the Test Request (Mod.05) with the signature. Samples must be delivered packaged, identified, and accompanied by the test request, with the right side clearly marked. The reports will be prepared according to the information contained in this request;

3.2- The Client undertakes to ensure that the instructions given to QualityLab Laboratory are given in a timely manner and are accompanied by sufficient information to allow the necessary execution of the requested services;

3.3- The Customer will guarantee, defend and hold harmless QualityLab Laboratory and its collaborators or external suppliers against any claims made by third parties for any loss, damages or expenses of any nature related to the performance, alleged performance or non-execution of any of the services, if the sum of complaints related to a service exceeds the limit referred to in Clause 2.2.

4. Fees and payment

4.1- The Customer will pay to QualityLab Laboratory the amount mentioned in the invoice and according to the agreed payment terms.

Failing payment, interest will be charged at the rate of 1.5% per month from the invoice due date until payment. Customer also agrees to reimburse QualityLab Lab for all expenses incurred by QualityLab in providing its services. The lack of a prior quotation cannot be a reason for non-payment, considering that it is the client's obligation to request one if they wish. There may be differences between the estimate amount and the invoice (see 2.2).

4.2- The Customer shall not have the right to withhold or postpone the payment of any sums due to QualityLab Lab due to any dispute, claim or offset of claims that may be brought against it.

4.3- If the billing entity is different from the reporting entity, the designated billing entity must confirm its acceptance in writing. In the event of a conflict, the reporting entity will make the payment.

5. Suspension or cancellation of service

5.1 Once the test request has been registered in the QualityLab computer system, it may be canceled. However, if the tests have already started, QualityLab may issue a report with the results of these tests and consequently bill them.

5.2- In case of suspension of payment agreed with creditors, insolvency, cessation of business or non-payment by the Customer of part or all of the amounts due to QualityLab Laboratory, the QualityLab Laboratory shall have the right to suspend the further performance of all services and withhold any test report until the payment of all amounts due plus accrued interest is paid. QualityLab Lab will not be held responsible.

6. Responsibility and Indemnity

6.1- Without prejudice to any rights described in the Law or the Conditions, QualityLab Laboratory has the following rights in the event of non-payment of the amounts due:

6.1.1- QualityLab Lab shall have the right to retain all samples delivered by the Customer for testing, to guarantee any claims or amounts due by Customer to QualityLab Lab in any type of contract and in any other form.

6.1.2 In the event QualityLab Lab is prevented for any reason beyond its control to perform or complete any service that has been requested, Customer will pay QualityLab Lab:

6.1.3- The total amount of all expenses actually incurred by the QualityLab Laboratory and / or the value of the service that has been provided so far, the QualityLab Laboratory being free from any liability for partial or total non-compliance with the requested service.

6.2. QualityLab Lab will be exempt from all liability for all claims for loss, damage or expense claimed by QualityLab unless legal proceedings are instituted within twelve (12) months of the date of execution of the service which it has requested. originated the claim or in the event of alleged non-performance within twelve (12) months from the date on which such service should have been performed.

7. Miscellaneous

7.1- All Customer exclusive and confidential information held by QualityLab Laboratory will not be disclosed to third parties, except if required by law.

7.2 - If any clause of these General Conditions is deemed illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not, in any way, be affected or impaired by this fact.

7.3- All contracts for services provided by QualityLab Laboratory shall be interpreted and governed in accordance with Portuguese Law. Such contracts shall be deemed to have been made and entered into Portugal for the purposes of arbitration or judicial proceedings. If any provision contained in these Conditions is or becomes invalid or ineffective under Portuguese Law, the validity and effectiveness of the remaining provisions shall not be changed. (Review 3)