"GENERAL SUPPLY CONDITIONS"

1. Introduction and definitions
For the purposes of the contract, the following definitions will apply:
"**LabAnalysis Process Pharma S.r.l.**": the company with registered office in via Europa 5, - 27041 Casanova Lonati (PV).
VAT number and tax code n. 02890820182.
"**Customer**": the legal entity, public or private, identified in the personal part of the contract, which requests LabAnalysis Process Pharma to carry out tests and / or the provision of other services.
"**Sample**": the material to be tested.

2. Application of the General Conditions
These general conditions are part of all contracts between LabAnalysis Process Pharma 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 added by the Customer, further and / or different from what is indicated in the order and / or in the present conditions of supply, will be considered ineffective, except in the case in which it is accepted in written by LabAnalysis Process Pharma. If one or more provisions of these general conditions come / not deemed 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 unenforceable 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.

3. Object of the contract
The current relationship between LabAnalysis Process Pharma S.r.l. and the Customer has as object the performance of the services defined in specific orders.
The description of the main services performed by LabAnalysis Process Pharma is available on the website www.labanalysis.it. The economic conditions are those reported in the latest tariff in force.

4. Delivery of the samples to the Laboratory and start of the analysis
Unless otherwise agreed in writing, the material that needs to be tested is delivered to the laboratory by the Customer or a person in charge with a clear identification.

For samples delivery it should be considered the following slots:
08:00-13:00; 14:00-17:00

The laboratory is not responsible for any delays or failures in the delivery of attributable samples to third parties (courier, post office, customs) and does not carry out control actions on the performance of the third parties.
The samples acceptance is regulated by a specific internal Technical Management Procedure.
The Laboratory agrees to warn the Customer in the event of any non-conformities found on the sample in entrance.
The withdrawal of the material to be examined by LabAnalysis Process Pharma staff constitutes an extra service, subject to a separate charge.
Hence LabAnalysis Process Pharma ensures that the transport to the laboratory takes place under conditions such as to ensure the conservation of the chemical, physical and microbiological characteristics of the material taken into delivery.
The Customer is obliged to inform LabAnalysis Process Pharma about the inherent risks of the material to be analyzed identifying the dangers connected to it and indicating the correct method for handling the samples (storage, opening, manipulation, elimination, etc.).

5. Storage of samples
From the moment of receipt of the material to be analyzed, the Laboratory guarantees its conservation according to methods suitable to secure the maintenance of the chemical, physical and microbiological conditions.
LabAnalysis Process Pharma acquires ownership of the delivered sample, the Customer cannot claim the return of the same or of what remains after the analysis, unless otherwise agreed previously between the two parties.
The samples are stored for 30 calendar days from the issue of the analytical report, after which they are sent for disposal.

6. Record custody
LabAnalysis Process Pharma in agreement has established the minimum retention times of the records for 10 years.
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.

7. Test Reports
The laboratory is exclusively responsible for the analytical results of the samples being analyzed.
The Test Reports are issued in a single original copy.
The Test reports are normally issued on the "LabAnalysis Process Pharma S.r.l." format.

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The issuance of test reports according to formats corresponding to Customer specifications must be asked in writing; if such personalization is allowed by the general rules and both technically possible, it constitutes an extra service, the consideration for which will be agreed in advance with the Customer.
The issuance of additional test reports in different languages constitutes an extra service, the consideration will be agreed in advance with the Customer.
Unless otherwise agreed, test reports are digitally signed and sent to electronic form (pdf) to the e-mail address previously agreed in writing with the Customer.
It will be the Customer's responsibility to send written communication to LabAnalysis Process Pharma in the event of a change in the e-mail address of destination.
In case of transmission of Test reports via Fax / e- mail, LabAnalysis Process Pharma takes up no responsibility for any transmission errors.
The issue of test reports in paper format constitutes an extra service, the consideration for which will be agreed in advance with the Customer.
An unique sample identification is provided. Reissuing (revision) of a test report is provided in accordance with a specific internal procedure.

8. Identification of Test Methods
At the request of the Customer, the Laboratory provides clarifications on the Test Methods or Internal Laboratory Procedures that are used for the analysis. Specific requests in relation to the Test Methods must be agreed in writing before accepting the sample. The quality system provides for a prompt updating of the methods adopted in order to optimize the service.

9. Complaints
Complaints must be received by the laboratory in writing within 30 days of discovery by the Customer and addressed to the Quality Assurance Manager (e-mail: qualita@labanalysisprocesspharma.it) and the interested Contact.
LabAnalysis Process Pharma manages the claim through an internal procedure.
The complaint is dealt with within 15 working days. It is also possible to submit complaints directly through the website by accessing the Contacts page.
LabAnalysis Process Pharma will evaluate, at its sole discretion, the possible management of complaints that may be received beyond the deadline indicated above, it being understood that in any case it will not assume any responsibility for complaints that are forwarded to you beyond the maximum period of one year from the date of completion or expected performance of the service that gives rise to the complaint.
The customer cannot withhold any sums due to LabAnalysis Process Pharma as compensation in case of complaints, if not otherwise agreed between the parties in writing.

10. Terms of payment
Unless otherwise agreed, the services of the laboratory must be paid upon receipt of the invoice or by the date shown on the invoice.
In case of late payment, unless otherwise agreed written, default interest will be charged pursuant to articles 4 and 5 of the D.L. 231 of 9/10/2002 from payment deadline.
Furthermore, it is the Client's responsibility to pay the costs necessary for the debt collection incurred by LabAnalysis Process Pharma including legal fees for any reason whatsoever.

11. Compliance with accident prevention regulations
In carrying out its business, LabAnalysis Process Pharma applies and complies with all the requirements set out in safety and health of workers pursuant to Legislative Decree 81/2008 and ss. mm. ii. also for the activity carried out by external operators with Customers.

12. Legal Protection
The Customer is required to declare, if he is aware of it, to LabAnalysis Process Pharma, at the time of placing the order, if the sample / investigation refers to civil / criminal proceedings or if it is in contradiction with the bodies of control.

13. Applicable Law and Jurisdiction
These general conditions and the contracts of which LabAnalysis Process Pharma is a part are regulated in their entirety by Italian law.
Any dispute 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 Pavia court.

14. Liability and Indemnity
LabAnalysis Process Pharma cannot be understood as a guarantor. The Client who intends to guarantee himself against loss or damage must take out a specific insurance policy.
LabAnalysis Process Pharma is not responsible for delays or failures in the requested service in the event that the Client does not has complied with its obligations.

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In the event of refunds, LabAnalysis Process Pharma provides that the amount of the same does not exceed a maximum of 10 times the amount of fees paid in relation to the service that generated the complaint and, in any case, the reimbursement cannot exceed € 10,000.00.
The Customer undertakes to indemnify LabAnalysis Process Pharma and its employees / agents / subcontractors from any claim made by third parties for damages or expenses of any kind, including legal ones.

15. Force Majeure and Limitation of Liability
LabAnalysis Process Pharma will not be liable to the Customer for any breach caused by events beyond its reasonable control such as, by way of example and not exhaustive, trade union actions, strikes, transport difficulties, natural events, wars, street riots, administrative measures of seizure, embargo, laws or regulations of any territorial body or authority administrative.
The guarantees and responsibilities of LabAnalysis Process Pharma, deriving from and in relation to the contracts concluded based on these General Conditions are limited to those expressly provided here.

16. Confidentiality clauses
All information obtained or generated while carrying out the activities on behalf of the Customer will be considered by LabAnalysis Process Pharma as confidential and will not be disclosed to third parties without the subject to the Customer's authorization even after the expiry of the contract. This restriction is not applicable in scope of inspections by the competent authorities. When required by law, the Customer is informed about the information you provide, unless prohibited by law.
Customer information obtained from sources other than the Customer (e.g., complaints, authorities in the legislative field) will be considered as confidential between the Customer and LabAnalysis Process Pharma. LabAnalysis Process Pharma keeps confidential the identity of the person who provided this information (the source) and cannot disclose it to the Customer unless agreements made with the source itself.

17. Protection of privacy
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") LabAnalysis Process Pharma guarantees that the data relating to Customers, to be used for the purpose of carrying out the activity inherent 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 of which he became aware on the occasion of the contract itself, even after termination for any reason thereof.
The Customer has the right to know, at any time, what are his data at our Company or at the aforementioned subjects to whom we communicate them and how they are used; he also has the right to do them update, integrate, rectify or delete, to request their blocking or to oppose their treatment.
The Data Controller is LABANALYSIS PROCESS PHARMA S.r.l. with registered office in Via Europa, 5 - 27041 Casanova Lonati (PV).
The updated list of data processors and people in charge of processing is kept at the operational headquarters of the Data Controller.

This document "General supply conditions" constitutes an integral part of the offers and can also be downloaded directly from the website www.labanalysis.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 16.
The offer and these supply conditions are however understood to be accepted in its entirety upon arrival of the samples at our laboratory.