

1. Introduction and definitions

For the purposes of the contract, the following definitions apply:

"LabAnalysis Life S.r.l.": the company with registered office in Via Europa, 5 - 27041 Casanova Lonati (PV). VAT number and tax code no. 02235450182

"Customer": the legal entity, public or private, identified in the personal part of the contract, who requests LabAnalysis Life Science to carry out chemical and / or microbiological analyzes and / or to provide other services;

"Sample": a material to be submitted to Test analysis.

"Services": consultancy activities

"Investigations": surveys, measurements in the field

"Acceptance": means the acceptance of the material / service, object of the contract, by LabAnalysis Life Science.

SITES AND RECOGNITION

Casanova Lonati Headquarters (PV) – Site A

Address: Via Europa, 5 - 27041 Casanova Lonati (PV) Italy

The laboratory is accredited by ACCREDIA (number 0077L) in accordance with UNI CEI EN ISO/IEC 17025 standard.

The laboratory also operates in compliance with UNI EN ISO 9001, UNI ISO 45001 and UNI EN ISO 14001 standards and is DNV certified.

The laboratory is authorized by AIFA (Italian Medicines Agency) to operate according to GMPs pursuant to Legislative Decree 219/06 and by the Ministry of Health pursuant to Legislative Decree 193/2006.

The laboratory is also authorized by the Ministry of Health to operate in compliance with Good Laboratory Practices (GLP) pursuant to Legislative Decree **50/07**.

Secondary Site in Genova (GE) – Site D

Address: Via Isocorte, 16 - 16164 Genova (sample delivery: Via delle Fonderie Grondona, 8 - 16164 Genova).

The laboratory is accredited by ACCREDIA (number 0077L) in accordance with UNI CEI EN ISO/IEC 17025 standard.

The laboratory also operates in compliance UNI ISO 45001 standard and is DNV certified.

Secondary Site in San Giovanni Teatino (CH) – Site H

Address: Via Bolzano 6/P – 66020 San Giovanni Teatino (CH).

The laboratory is accredited by ACCREDIA (number 0077L) in accordance with UNI CEI EN ISO/IEC 17025 standard

Secondary Site in Novate Milanese (MI) – Site I

Address: Via Fratelli Beltrami 15 – 20026 Novate Milanese (MI)

The laboratory is accredited by ACCREDIA (number 0077L) in accordance with UNI CEI EN ISO/IEC 17025 standard

The laboratory is also authorized by the Ministry of Health to operate in compliance with Good Laboratory Practices (GLP) pursuant to Legislative Decree **50/07**.

The Customer has the right to take a look at the agreement between LabAnalysis Life Science and ACCREDIA and the requirements set out in the ACCREDIA documents.

Accreditation means: an attestation by a national accreditation body that certifies that a conformity assessment body meets the requirements set by harmonized standards and, where applicable, any additional requirements including those set out in relevant sector programs, to carry out a specific conformity assessment activity (Rif. ACCREDIA documents, website www.accredia.it).

Accreditation attests the technical competence of a laboratory to carry out the tests set out in the scope of accreditation and the implementation at the laboratory of a quality management system in line with the principles of UNI EN ISO 9001 (Rif. ACCREDIA documents, website www.accredia.it).

Accreditation does not mean approval by the Accreditation Body of the sample or product and of the opinion or interpretation that may result from a test result.

As a part of the scope of accreditation is distinguished (Rif. ACCREDIA documents, website www.accredia.it):

Fixed scope of accreditation or fixed field of application of accreditation: description of the scope of accreditation giving full details of the test in terms of testing materials/matrices/products, quantities/parameters to determine, the testing methods and procedures of examination used and the category of the test.

Flexible scope of accreditation or flexible field of application of accreditation: more general description of the scope of accreditation, regarding the testing materials/matrices/test products or the parameters, quantities to determine, accepting the possibility, on the part of the CAB, on the basis of competences possessed and previously assessed, with a positive result, for accreditation, to modify the field of application of the testing methods developed by the accredited laboratory, to use new revisions of the accredited methods (if the testing technique is the same as the previous revision) or to add new methods based on the same techniques as those already accredited.

The introduction of the flexible scope of accreditation enables labs in the accredited area of competence, to respond more rapidly to the requests of clients to determine new measurands/properties measured on new materials/products/matrices/instruments/samples by the laboratory.

Laboratory keeps an updated list of methods and related scope of accreditation managed under " Flexible scope of accreditation ", similar to the list of tests relating to the Fixed scope of accreditation and in accordance with the Accredia RT-23 document.

The complete list of accredited tests both in fixed and flexible field of application of accreditation is available on the ACCREDIA website (www.accredia.it)

The ACCREDIA Mark, or any reference to accreditation shall not be used by the clients of accredited laboratories, nor shall they be used in documents concerning the product or on the product. It is permitted to attach a copy of the test report.

The list of the main authorizations/certifications, recognition, accreditation is available on the website www.LabAnalysis.it, under "Recognition" where you can download the certificates.

2. Application of the General Conditions

These general conditions apply to the relationship between LabAnalysis Life Science 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 affixed by the Customer, further and / or different from what is indicated in the order and / or in these supply conditions, will be considered ineffective, unless accepted in writing by LabAnalysis Life Science.

If one or more provisions of these general conditions of supply are deemed invalid or unenforceable, this will not affect the validity and/or applicability of the remaining provisions of these general conditions of supply; 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 unenforceable.

3. Object of the contract

The existing relationship between LabAnalysis Life Science. and the Customer has as its object the performance of the services defined in specific orders. The description of the main services performed by LabAnalysis Life Science is available on the website www.LabAnalysis.it. The economic conditions are those reported in the latest tariff in force.

4. Delivery of samples to the Laboratory and start of analysis

Unless otherwise agreed in writing, the material to be analysed is delivered to the laboratory by the customer or his representative with a clear identification using the appropriate form that can be downloaded directly from our website or other equivalent customer document.

"CONDIZIONI GENERALI DI FORNITURA"

It is specified that the laboratory respects the following times for the delivery of samples:

08:00 13:30 14:30 18:00

LabAnalysis Life Science is available to provide, upon customer request: information relating to sampling and transport by providing an uncontrolled copy of the specific sampling and transport procedure and of the registration forms. Where expressly defined and agreed in the offer phase, LabAnalysis Life Science provides suitable containers for sampling.

Indications concerning the correct conditions of transport of samples, in case this is done by the customer, the most suitable flask to be used and the minimum quantities of sample required are shown in Table 2 "Minimum requirements for the acceptance of samples".

The laboratory is not responsible for any delays or failures in the delivery of samples attributable to third parties (courier, post office) and does not carry out control actions on the work of the same. The acceptance of samples is regulated by Internal Procedure. The Laboratory will notify the Client of any deviations from the specified conditions found on the incoming sample. In any case, the laboratory will proceed with the start of the analysis of the sample informing the customer that the test report will include a statement in which the laboratory declines the responsibility and an indication of the results that may be affected by the deviation, in accordance with as reported in point 7. If the customer informs the laboratory that he does not proceed with the analysis, the activity performed until that moment will be cancelled. Subsequently, the sample will be sent for disposal and/or returned to the customer, in the presence of specific agreements.

The Laboratory undertakes to warn the customer in case of any non-conformities found on the incoming sample. The withdrawal of the material to be examined by LabAnalysis Life Science staff constitutes an ancillary service, subject to a separate charge. In this case, LabAnalysis Life Science guarantees that the transport to the laboratory takes place under conditions that ensure the conservation of the chemical, physical and microbiological characteristics of the material taken over. The customer is obliged to inform LabAnalysis Life Science

about the risks inherent in the material to be analysed by identifying the dangers associated with it and indicating the correct method for handling the samples (storage, opening, handling, disposal, etc.).

In general, the analytical activity is started in compliance with the Holding Time provided for by the test methods, sector guidelines and / or defined by the laboratory appropriately documented and technically justified. The customer can view the HTs re-evaluated by the laboratory at any time by sending an appropriate request via email to the LabAnalysis Life Science technical contact person of the order.

5. Storage of samples

From the moment of receipt of the material to be examined, the Laboratory guarantees its conservation according to suitable methods to guarantee the maintenance of the chemical, physical and microbiological conditions in accordance with the Quality Agreement. LabAnalysis Life Science acquires ownership of the sample delivered, the Customer cannot claim the return of the same or of what remains after the analysis, unless otherwise agreed previously between the two parties. LabAnalysis Life Science does not store against samples unless previously agreed in writing with the Client. In the absence of prior written agreements with the Client, the Laboratory provides for the minimum storage times of the samples starting from the anticipation date of the Test Report, after which it provides for the elimination of the samples without prior notice.

Type of sample	Minimum storage time
Non-perishable solid foods, waters	15 days
Gaseous in glass containers or plastic bags or activated carbon vials, perishable solid and liquid foods	Not stores
Samples of food packaging	45 days
Medical devices, Materials and products (cosmetics, toys, etc.)	1 month

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For other types of samples not covered by this contract, storage is managed according to a specific internal technical management procedure. Any sample that remains from the analysis is stored in a manner suitable to ensure the maintenance of the chemical, physical and microbiological conditions for a maximum period shown in the table, and unless otherwise agreed in writing in advance.

6. Record retention period

LabAnalysis Life Science, in accordance with current regulations and with the requirements of the accreditation body, has established the minimum retention times for records as reported in the specific internal procedure.

Unless otherwise stated, the following are intended:

- Records relating to samples using accredited test methods and for the remaining samples: 5 years from the date of issue of the Test Report for paper records and 10 years for electronic records

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 solely responsible for the analytical results referring to the samples being analysed. Test Reports are issued in a single original copy. Test Reports are usually issued on the "LabAnalysis Life Science S.r.l." format. As applicable, Test Report can be issued on the format "LabAnalysis Life Science Life Science S.r.l." also containing the mark of the accreditation body, in accordance with the specific relevant standards. The issuance of test reports according to formats corresponding to customer specifications must be requested in writing; if such personalization is allowed by the rules, and is technically possible, it constitutes an ancillary service, the consideration for which will be agreed in advance with the Customer. Where sampling activities are provided for and / or under the responsibility of LabAnalysis Life Science, in the test report and in relation to the customer's request, distinct and specific indications are given regarding the sampler (technician responsible for sampling activities), sampling method, conditions of sampling or other particular annotations foreseen or requested.

Unless otherwise agreed, test reports are delivered to the Customer electronically and emailed in the form of electronic documents such as PDF files 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 Life Science in case of change of the destination e-mail address. In case of transmission of Test reports by Fax/e-mail, LabAnalysis Life Science assumes no responsibility for any transmission errors.

A single sample identification shall be provided. The reissue (revision) of a test report is foreseen in accordance with UNI CEI EN ISO/IEC 17025 standard and ACCREDIA documents. The test reports are reissued only in case of correction of errors by the laboratory and / or the insertion of information / data omitted but available at the time of the tests.

It is not allowed to reissue a test report when the name/trademark of the product analyzed has changed (without having carried out the tests again), even when there is a clear reference to the initial test report that is being replaced.

The Laboratory does not assume responsibility for declaring that the product with the new name / trademark is exactly identical to the one analyzed, this responsibility is borne by the customer.

It is expected to anticipate results to Customers, before the issuance of the Test Report, by e-mail.

Any deviations from the test/sampling methods are indicated in the Test Report. When the customer requires that an object be tested even if aware of a deviation, a statement is included in the test report in which the laboratory declines responsibility and indicates which results may be affected by the deviation.

When necessary to modify, correct or reissue a test report that has already been issued, any changed information shall be clearly identified and, where appropriate, the reason for the change shall also be included in the report.

As part of the self-control procedures for OSA (Food Business Operators), OSM (Feed Business Operators) Operators of the Contact Materials Sector, if unfavorable results are found (not compliant with

legal limits or specific Customer), LabAnalysis Life Science immediately communicates the outcome to the Customer via e-mail.

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 timely updating of the methods adopted in order to optimize the service. Any other service requested by the Customer (opinions, interpretations, reports, comments, comparisons with legal and / or specification limits) constitutes a separate service and may be subject to a separate charge.

9. Complaints

Complaints must be sent to the laboratory in writing within 30 days of discovery by the customer and addressed or addressed to both the Quality Assurance Manager (e-mail: qualita@LabAnalysis.it) and the Contact person concerned. LabAnalysis Life Science manages the same 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 Contact page. However, LabAnalysis Life Science will not assume responsibility for complaints that are not forwarded within a maximum period of one year from the date of completion or expected completion of the service that gives rise to the complaint. The customer cannot withhold sums due to LabAnalysis Life Science as compensation in the event of complaints, unless otherwise agreed in writing between the parties.

10. Payment terms

Unless otherwise agreed, the laboratory services must be paid upon receipt of the invoice or by the date indicated on the invoice. In case of late payment, unless otherwise agreed in writing, default interest will be charged pursuant to articles 4 and 5 of the Legislative Decree 231 of 9/10/2002 from the due date of the payment. Furthermore, it is the Client's responsibility to pay the costs necessary for the debt collection incurred by LabAnalysis Life Science including legal fees in any capacity.

11. Compliance with accident prevention regulations

In carrying out its business, LabAnalysis Life Science applies and complies with all the provisions regarding the 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 Life Science, during the stipulation of the order, if the sample / survey refers to civil / criminal proceedings or if it is in contradiction with supervisory bodies.

13. Jurisdiction

These general conditions of supply and the contracts of which LabAnalysis Life Science is a party are in all their parts, governed by Italian law. Any dispute that should arise between the parties regarding the interpretation, execution and termination of the existing contract between them, will be devolved to the exclusive jurisdiction of the court of the Customer location.

14. Liability and Indemnity

LabAnalysis Life Science cannot be understood as a guarantor. The Customer who intends to guarantee himself against loss or damage must take out a specific insurance policy. Test Reports are issued on the basis of information, documents and / or samples provided by the Customer, or on its behalf therefore LabAnalysis Life Science is not responsible for inaccurate results due to incomplete or incorrect information provided by the Customer. Furthermore, LabAnalysis Life Science is not responsible for delays or failures in the requested service in the event that the Customer has not complied with its obligations. In case of refunds, LabAnalysis Life Science provides that the amount of the same does not exceed a maximum of 10 times the amount of the fees paid in relation to the service that generated the complaint and in any case the refund cannot exceed € 10,000.00. The customer undertakes to indemnify LabAnalysis Life Science and its employees / agents / subcontractors from any claim submitted by third parties for damages or expenses of any kind, including legal ones.

15. Limitation of Liability and Force Majeure

LabAnalysis Life Science will not be liable to the Customer for any non-fulfillment caused by events beyond its reasonable control such as, but not limited to, industrial actions, strikes, transport difficulties, natural events, wars, street riots, administrative seizure measures, embargoes, laws or regulations of any territorial entity or administrative authority. The guarantees and responsibilities of LabAnalysis Life Science, deriving from and in relation to contracts concluded on the basis of these General Conditions, are limited to those expressly provided herein.

16. Confidentiality clauses

All information obtained or generated during the performance of activities on behalf of the Customer will be considered confidential by LabAnalysis Life Science and will not be brought to the attention of third parties without the prior authorization of the Customer even after the expiration of the contract. This constraint shall not apply in the context of inspections by the competent authorities. When required by law, the Customer is informed about the information provided, unless this is prohibited by law. Information relating to the Customer obtained from sources other than the Customer (for example complaints, legislative authorities) will be considered confidential between the Customer and LabAnalysis Life Science. LabAnalysis Life Science keeps confidential the identity of the person who provided such information (the source) and cannot detect it to the Customer, unless agreements are made with the source itself.

17. Privacy protection

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 Life Science guarantees that the data relating to the Customers, to be used for the purpose of carrying out the activity relating 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 they become aware of during the contract itself, even after its termination for any reason. The Customer has the right to know, at any time, what your data are at our Company or at the aforementioned subjects to whom we communicate them and how they are used; he also has the right to have them updated, supplemented, rectified or cancelled, to request their blocking or to oppose their treatment. The Data Controller is LAB ANALYSIS S.r.l. with registered office in Via Rota Candiani 13 - 27043 Broni (PV) and central operational headquarters in Via Europa, 5 - 27041 Casanova Lonati (PV). The updated list of data processors and persons in charge of processing is kept at the headquarters of the Data Controller.

This "General Supply Conditions" document is attached to 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 at point 17. The offer and these supply conditions are however understood to be accepted in its entirety upon arrival of the samples at our laboratory.

Table 2: Minimum requirements for the acceptance of samples

MATRIX: WATERS			
Parameter	Box	Storage	Minimum quantity (ml)
Metals	Polyethylene	Refrigerated	100
Solvent	Glass (test tubes with filled screw cap bubble-free)	Refrigerated	40
Dioxins	glass container	Refrigerated	5000
Lal Test	glass container	Apirogenic test tubes	15
Chemical analysis not above	glass container	Refrigerated	1000

MATRIX: FOOD/MICROBIOLOGICAL SWAB				
Type of sample	Storage	Type of analysis	Box	Quantity
Stable Food at room temperature.	Room temperature (less than +40°C)	Microbiological analysis	Original undamaged packaging, sealed, without visible	Minimum 150g - 200g (°)

MATRIX: FOOD/MICROBIOLOGICAL SWAB				
Type of sample	Storage	Type of analysis	Box	Quantity
Frozen food	Temperature below a -18°C		signs of tampering or, alternatively, closed sterile container	
Refrigerated foodstuffs (unstable foods at room temperature)	Temperature from +1°C to +8°C			
Surface swabs / surface sponges	Temperature from +1°C to +8°C	Microbiological analysis	Closed sterile tubes / Closed sterile containers	not applicable

(°) unless otherwise indicated by the Sector Manager or the Customer

MATRIX: FOOD CHEMICAL			
Parameter	Box	Storage	Minimum quantity (§)
Nutritional chemical analysis, contaminants, allergens	Original undamaged packaging, sealed, without visible signs of tampering or, alternatively, closed polyethylene/glass container	Room temperature (less than +40°C)	500g/ml
		Temperature below a -18°C	500g/ml
		Temperature from +1°C to +8°C	500g/ml
Standard Mass of Grain	Canvas bag	Room temperature	1000 g
organoleptic examination of grain	Canvas bag	Room temperature	500 g
Presence of bugs in grain	Polyethylene/glass container	Room temperature	1000 g
Mycotoxins - toxins	Polyethylene/glass container	Room temperature	Foodstuffs in grain and flour 1000 g
			other foods 500g/ml
Pesticides	Polyethylene/glass container	Room temperature	for human or livestock 500g/ml
GMO	Polyethylene/glass container	Room temperature	500g/ml

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IMPURITIES Grains and Oil Seeds	Polyethylene/glass container	Room temperature	1000 g
Light filth test on flour, meal, grains and processed products	Original undamaged packaging, sealed, without visible signs of tampering or, alternatively, closed polyethylene/glass container	Room temperature	600g

(§):The minimum quantities may be reduced, upon agreement with the customer, provided that they are sufficient for carrying out the required analyses and where the sample is representative of the whole lot

MATRIX: PACKAGING			
Composto	Box	Storage	Minimum quantity
Overall migration	NA	Room temperature	At least 10dm2 per simulant or 5 pieces per simulant
Specific migration	NA	Room temperature	At least 5dm2 per simulant o 3 pieces per simulant
Overall migration and Specific migration	NA	Room temperature	At least 15dm2 per simulant o 8 pieces per simulant
N-nitrosamines and N-nitrosatable substances / N-nitrosamines volatile	NA	Room temperature	At least 40g of sample

MATRICE: MEDICAL DEVICES- MATERIALS AND PRODUCTS	
Planned conformity check of incoming sample as according the technical agreement and / or cover letter of the customer	
Type of sample	Storage
Samples at room temperature	Room temperature
Samples at refrigerated temperature	Refrigerated temperature (T: +5 ± 3°C)
Samples at frozen temperature	Frozen (T ≤ -20°C)

MATRIX: GAS		
Type of sample	Minimum pressure	Minimum volume

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"CONDIZIONI GENERALI DI FORNITURA"

Gas sample	0,5 bar (£)	1 liter
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(£) the chosen criteria ensures the volume of gas required for at least two analyses

MATRIX: OLIVE OIL			
Parameter	Box	Storage	Minimum quantity (ml)
Acidity	Dark glass	Room temperature	200
Hydroperoxides	Dark glass	Room temperature	200
Spectrophotometric analysis	Dark glass	Room temperature	200

MATRIX: FRESHWATER/MARINE/ ELUATED - ECOTOX ANALYSIS			
Parameter	Box	Storage	Minimum quantity (ml)
Acartia	polyethylene/glass container	Refrigerated	1000
Vibrio	polyethylene/glass container	Refrigerated	200
Pheodactylum	polyethylene/glass container	Refrigerated	1000

MATRIX: SOILS / SEDIMENTS / SOLIDS - ECOTOX ANALYSIS			
Parameter	Box	Storage	Minimum quantity (ml)
Acartia	polyethylene container	Refrigerated	1000
Vibrio	polyethylene container	Refrigerated	1000
Pheodactylum	polyethylene container	Refrigerated	1000

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