

1. Introduction and definitions

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

"LabAnalysis S.r.l.": The company with registered office in via Rota Candiani, 13 – 27043 Broni (PV). VAT number and tax code n. 02235450182.

"Customer": The legal entity, public or private, identified in the master data part of the contract, that asks LabAnalysis to perform calibration of instruments and / or the provision of other services.

"Qualification": Documented record that an equipment or system is installed and functioning in accordance with the specified requirements and current regulations.

"Qualification Protocol": Approved document that defines the methods of system testing.

"Qualification Report": Approved document that summarize the outcome of the qualification tests carried out in the protocol.

"Diversión": It is a non-conformity, which is generated following a negative result of a qualification test.

"Calibration": Set of operations that determines, under certain circumstances, the relationship between the value indicated by the instrument or measurement system and the corresponding known value of a reference standard.

"Realignment": Set of improvement operations of an instrument to obtain a better accuracy of measurements against a reference standard.

2. Application of the General Conditions

These general conditions are an integral part of all contracts between LabAnalysis 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 in 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.

If one or more provisions of these general conditions are considered 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 inapplicable 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. Contract subject

The existing relationship between LabAnalysis S.r.l. and the Customer has as its subject the performance of the services defined in specific orders.

The qualification and calibration activity will generally be carried out at customer's premises.

QUALIFICATION activities of machines / facilities / systems

The qualification activity is the execution of installation, functional and performance tests (IQOQ-PQ) for the system in question, which will ensure correct installation and functionality of the equipment in relation to the manufacturer specifications and customer needs.

The reference regulatory framework for the tests to be performed on the various systems is dictated by mandatory standards (GXP, EP, USP) and technical standards (ISO, ASTM, LAT...).

For protocols drafting is considered necessary to acquire the following documentation:

- specifications / manuals / drawings of the machine / plant / system;
- customer procedures;
- any previous qualification protocol.

The issue of qualification protocols is the responsibility of LabAnalysis (unless otherwise agreed), which will be followed by approval by the customer.

The tests described in the protocols will be performed by LabAnalysis technicians with instruments certified by ACCREDIA or equivalent of adequate precision; the assistance of one of your operators will in any case be required for the management and / or setting of the system that is the subject of the qualification.

At the end of the tests, the registration reports provided in the protocol and the final qualification report will be filled up. Finally, all documentation must then be approved by the Customer, who will be responsible for archiving the original paper documents.

CALIBRATION of instruments

The instrument calibration will be carried out following our internal procedures by means of qualified personnel and with instruments of adequate precision, duly certified by ACCREDIA or equivalent.

The calibration check will be performed by comparison with our standard instruments on at least three points, to cover the entire operating range of the instrument.

If the instruments cannot be removed from the headquarters, a comparison check will be made on the working point.

In case of scales, the following checks will be carried out:

- calibration check;
- decentralized load check;
- repeatability check (10 tests) and minimum weight calculation;
- linearity check (on 5 points).

The results of all executed tests will be provided on written reports, with the calibration certificates of the standard instruments used. The client will be responsible for archiving the original paper documents, the laboratory does not keep copies either in paper or electronic format unless written agreements with the Customer to be agreed in advance.

4. Complaints

Complaints must be sent to the laboratory in writing within 30 days of discovery by the customer and addressed or sent to both the Quality Assurance Manager (e-mail: qualita@labanalysis.it) and the Contact person concerned. LabAnalysis will manage the same way through an internal procedure.

The complaint is dealt with within 15 working days. It is also possible to submit complaints directly through the website on Contact us page.

LabAnalysis valuterà, a suo insindacabile giudizio, l'eventuale gestione di reclami che dovessero pervenire oltre il termine sopra indicato, fermo restando che comunque non si assumerà alcuna responsabilità per reclami che le vengano inoltrati oltre il periodo massimo di un anno dalla data di espletamento o previsto espletamento del servizio che dà origine al reclamo.

LabAnalysis will evaluate, at its own discretion, the possible management of complaints that arrive after the deadline indicated above, it being understood that in any case it will not assume any responsibility for complaints that are forwarded to it beyond the maximum period of one year from the date of completion or expected completion of the service that originates the complaint.

The customer cannot withhold sums due to LabAnalysis as compensation in the event of complaints, unless otherwise agreed in writing between the parties.

5. 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 including legal fees for any reason whatsoever.

6. Compliance with the accident prevention regulations

In carrying out its business, LabAnalysis 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.

7. Legal Protection

The customer is required to declare, if he is aware of it, to LabAnalysis, during the stipulation of the order, if the sample / survey refers to civil / criminal proceedings or if it is in contradiction with supervisory bodies.

8. Applicable Law and Jurisdiction

These general conditions and the contracts of which LabAnalysis is a part are, in their entirety, governed by Italian law. Any dispute that 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.

9. Liability and Indemnity

LabAnalysis cannot be considered as a guarantor. The Customer who intends to guarantee himself against loss or damage must take out a specific insurance policy.

LabAnalysis 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 provides that the amount 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 and its employees / agents / subcontractors from any claim submitted by third parties for damages or expenses of any kind, including legal ones.

10. Force Majeure and Limitation of Liability

LabAnalysis 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 limited to, trade union actions, strikes, transport difficulties, natural events, wars, street riots, administrative seizure measures, embargoes, laws or regulations of any territorial body or administrative authority.

The guarantees and responsibilities of LabAnalysis, deriving from and in relation to the contracts concluded based on these General Conditions, are limited to those expressly provided here.

11. Confidentiality clauses

All information obtained or generated while carrying out the activities on behalf of the Customer will be considered by LabAnalysis as confidential and will not be disclosed to third parties without the prior authorization of the Customer even after the expiration of the contract. This restriction is not applicable 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 related to the Customer obtained from sources other than the Customer (for example complaints, regulatory authorities) will be considered as confidential between the Customer and LabAnalysis. LabAnalysis keeps the identity of who provided such information (the source) confidential and cannot disclose it to the Customer unless agreements are made with the source itself.

12. Prohibition of reversal

For the entire duration of this contract and for the following 2 (two) years its termination or expiration, the Customer undertakes not to attract, induce or encourage – both directly and through third parties - employees and / or collaborators of LabAnalysis to abandon the positions they held at LabAnalysis or at any other company in the Group ---- in order to treat goods or services that are identical, similar or in any case competitive to those which, at the time of termination of their employment and / or collaboration relationship, LabAnalysis or any other company of the Group ---- in Italy is actively providing or actively hoping to provide to the Customer and with whom the employee and / or collaborator has come into direct contact and / or has carried out consultancy activities during the three (years) prior to the termination of the employment relationship and / or in collaboration with LabAnalysis.

The violation by the Customer of this clause will result, at the discretion of LabAnalysis, the termination of the contract for non-fulfillment pursuant to art. 1453 of the Italian Civil Code, or the request by LabAnalysis for proper fulfillment, even as a matter of urgency, without prejudice to compensation for damages in any case.

With reference to compensation for damage, in case of violation of this clause, the Customer will be required to pay LabAnalysis S.r.l. as a penalty, pursuant to art. 1382 of the Italian Civil Code, for each employee and / or collaborator canceled a sum equal to 30% of the last gross annual salary in the case of employee cancellation and / or the gross annual remuneration received by the collaborator in the case of employee / consultant cancellation.

It is understood that it is, in any case, without prejudice to the compensation obligation in relation to the greater damage suffered by LabAnalysis and that, in relation to the seriousness and irreparability of the prejudices that could derive from the non-observance of this clause, the latter reserves the right to request the issue of precautionary or urgent injunctive and restitution measures, to guarantee the respect of his rights.

13. 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 guarantees that the data related 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 related to this contract and any information they become aware of 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 subjects to whom we communicate them and how they are used; you also have the right to have them updated, supplemented, rectified or deleted, 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 update list of data processors and personas in charge of processing is kept at the headquarters of the Data Controller.

This document "General Conditions of Supply of Validation & Calibration Services" is 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 13.

The offer and these supply conditions are however understood to be accepted in its entirety upon the arrival of our technicians at the customer's premises for the beginning of the work.