

## 1. Preconditions

For the purposes of the contract, it is implied:

"**LabAnalysis Srl**": the company with registered offices in Via Rota Candiani, 13 -27043 Broni (PV) - Italy - VAT and tax code no. 02235450182

"**Customer**": the legal entity, public or private, identified in the registry part of the contract, which requires LabAnalysis carrying out chemical and / or microbiological and / or the provision of other services;

"**Sample**": a material to be subjected to test.

"**Services**": consultancy

"**Investigations**": measurements, field measurements

"**Acceptance**": taking charge of the material / service, under contract, by LabAnalysis.

## LOCATIONS

### Primary Location Casanova Lonati (PV)

Address: Via Europa, 5 - 27041 Casanova Lonati (PV) - Italy DUNS: 338466205.

The laboratory is authorized by **AIFA** (Italian Drug Agency) to operate according to **GMP** pursuant to Legislative Decree 219/06 and the Ministry of Health pursuant to Legislative Decree 193/2006. The laboratory is also **FDA approved FEI: 3006684386**.

The laboratory is authorized, in addition, by the **Ministry of Health** to operate in accordance with Good Laboratory Practice (**GLP**) Legislative Decree 50/07.

The laboratory is accredited by **ACCREDIA** (number 0077A) in accordance with the **UNI CEI EN ISO / IEC 17025** (has more than 200 accredited tests)

The laboratory also operates in accordance with the **UNI EN ISO 9001: 2008, BS OHSAS 18001: 2007 and UNI EN ISO 14001** and is certified **Certiquality**, with respective numbers: 10237, 15115 and 16692.

### Secondary Location Mesagne (BR)

Address: Cittadella della Ricerca - Ed. 6 - S.S. 7 per Mesagne, Km 7+300 - 72100 Brindisi - Italy

### Secondary Location Sestu (CA)

Address: Località Is Coras snc - 09028 Sestu (CA) - Italy

### Secondary Location Genoa (GE)

Address: Via Isocorte, 16 - 16164 Genova (GE) - Italy

**Only Primary Location is authorized to make GMP ore GLP analysis.**

See other certification and authorizations on [www.labanalysis.it](http://www.labanalysis.it).

## 2. Application of the General Conditions

These terms and conditions apply to the relationship between LabAnalysis and the Customer, subject to any special conditions agreed between the same parties in writing.

Acceptance of the offer implies acceptance of the present general conditions of supply. The offer and the present supply conditions are in any case accepted in its entirety upon arrival of the samples at our laboratory.

Any other clause affixed by the customer, additional and / or different than other indicated in the order and / or in these general supply conditions, it will be deemed not to be, unless that is accepted in a written document by LabAnalysis.

## 3. Subject of the contract

The existing relationship between LabAnalysis srl and the customer has as object the execution of services defined in specific orders. The description of the services performed by LabAnalysis is available at [www.labanalysis.it](http://www.labanalysis.it).

Economic conditions are those reported in the last quotation received by the customer.

It could be additional costs for the preparation of technical agreements and the client audit.

These costs will be discussed with the specific offer.

## 4. Delivery of samples to the laboratory and start analysis

Unless otherwise agreed in written form, the material to be analyzed is delivered to the laboratory by the customer or his agent with a clear identification using a form downloaded directly on our website or other equivalent documents of the customer.

LabAnalysis laboratories comply with the following working hours:

Operational headquarters in Casanova Lonati (PV) and Brindisi (BR) plant: 8:00-13:30 14:30-18:00

LabAnalysis is willing to provide, upon request, information on sampling, providing uncontrolled copy of the specific sampling procedure and forms for recording. Where clearly defined and agreed upon in the offer LabAnalysis provides appropriate container for sampling.

The laboratory is not responsible for any delays or failures in delivery of the samples due to third parties (courier and postal services) and does not control action on the work of the same.

The acceptance of the samples is regulated by a specific internal procedure or Quality Technical Agreement.

The Laboratory will inform the customer in the event of any nonconformity found on the sample input.

The withdrawal of the material to be examined by the staff LabAnalysis constitute ancillary service, subject to a separate charge.

In this case, LabAnalysis ensures that transportation to the laboratory takes place according to such conditions as to ensure the preservation of chemical, physical and microbiological characteristics of the material taken delivery.

The customer has the obligation to inform LabAnalysis of any risk inherent the material to be analyzed by identifying the hazards associated with it and indicating the correct mode for sample management (storage, opening, handling, disposal, etc.).

In general, start analysis means the beginning of the analysis on the sample, within the holding time provided by the test method in relation to the nature of the sample.

## 5. Sample storage

Upon receipt of the test material the Laboratory preserves the product in ways that guarantee the maintenance of the chemical, physical and microbiological properties in accordance to Quality Agreement.

LabAnalysis acquires ownership of the sample delivered, the customer cannot claim the return of the same sample or what remains after the analysis, unless otherwise agreed previously.

In the absence of written agreement, the minimum requirements for the storage of samples are reported below.

Conservation deadlines start from the date of advance of the results to the Customer. After these deadlines the laboratory will provide for the destruction of the same without any notice:

Sample type	Minimum time of preservation
Pharmaceutical samples, Raw Material, API, cosmetics ecc.	1 month
Perishable liquid (e.g. Water)	Not stored

For other types of samples not covered by this contract, storage is managed according to a specific internal procedure.

Any residue given by the end of the analysis is stored in a manner appropriate to ensure the maintenance of the chemical, physical and microbiological properties for the maximum period reported in the table, unless otherwise agreed.

LabAnalysis not retain supplemental aliquot of the samples unless otherwise agreed with the customer.

Indications regarding proper sample transport conditions, in the event that this happens by the customer, the most suitable container to be used and the necessary minimum quantities of sample are defined in quality technical Agreement.

Samples shipped have to be enough to complete the analysis and eventual OOS.

## 6. Retention of records

LabAnalysis in accordance with regulations and with the requirements of the accreditation body has established the minimum times of record keeping as

reported in the specific internal procedure.

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Unless otherwise stated means in Technical Agreement:

- recordings related to GMP standards within 6 years from the issue date of the test report;
- recordings related to GLP standards (D.Lgs50/07) within 10 years from the issue date of the Report of the study;

All documentation will be available to the client and the authorities responsible for checks and controls.

At the end of the retention period documents will be destroyed, except different requests sent by the client and agreed in advance. If a Client asks for the documents restitution, he will have to pay for it.

## 7. Test Reports

The laboratory is responsible only of the analytical results reported to the samples being analyzed.

The Test Reports are output in single original. For one samples is issued one test report.

The Test reports are issued, normally, on a standard format.

The issue of test reports according to sizes corresponding to customer specifications must be requested in a written form; if such customization is permitted by the general rules and it is technically possible, it is ancillary, the consideration for which will be agreed in advance with the customer.

When LabAnalysis is responsible of the sampling operations, in the test report is reported a specific section in which is detailed in the sampler name, sampling method, sampling conditions and any other special condition provided or required.

Unless otherwise agreed, the test reports are delivered to the customer in hard copy with ordinary mail.

Test reports shall be reissued only for the correction of errors and the inclusion of omitted data available at the Test time. The unique identification of the sample shall be given and any manufacturers branding or labelling may also be shown and marked as such.

Changes to Test Reports due to: errors / deficiencies of customer information is subject to additional charges.

If there is no error found by Labanalysis repetition of analytical test in case of OOS or OOT it is subject to additional cost.

## 8. Test Method Identification

On request of the customer, the Laboratory provides clarification on Test Method or the Internal Procedures of the laboratory that are used for analysis. Specific requirements in relation to test methods must be agreed in a written form prior to acceptance of the sample. The quality system provides a timely update of the methods adopted to optimize the service.

Any other service requested by the customer (opinions, interpretations, reports, comments, comparisons with legal limits and / or specifications) constitutes a separate provision and may be subject to a separate charge.

## 9. Complaints

Complaints must be sent to the laboratory in a written form within 30 days of the discovery, by the customer, and directed or aimed at both the Quality Assurance manager (e-mail: [qualita@labanalysis.it](mailto:qualita@labanalysis.it)) and at the internal reference person.

LabAnalysis is responsible for the management of the complaint by internal procedure.

Taking charge of the complaint is made within 15 working days. It's possible also to deliver a complaint directly through the website by accessing the Contact page.

LabAnalysis still will not accept complaints that are not submitted within 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 sums due to LabAnalysis as compensation in the event of complaints, unless otherwise agreed by the parties in a written form.

## 10. Payment Terms

When not otherwise agreed, the performance of the laboratory must be paid upon receipt of invoice or by the date shown on the bill. In case of late payment, unless otherwise agreed in a written form, the customer will be charged the default interest under article 4 and 5 of DL 231 of 09.10.2002 by the payment due date.

It is also customer's responsibility to pay the necessary costs incurred by the debt collection including attorneys' fees for any reason.

## 11. Respect of safety

LabAnalysis in carrying out its activities applies and complies with all requirements on safety and health of workers in accordance with Legislative Decree 81/2008 and ss. mm. ii. also for the work done by external operators at the customer.

## 12. Legal Protection

The customer is required to declare to LabAnalysis, if he knows, during the signing of the order, if the sample is being used in civil / criminal proceeding or is in contradiction with regulatory bodies.

## 13. Jurisdiction

Any dispute arising between the parties regarding the interpretation, performance and termination of the existing contract between them, be referred to the exclusive jurisdiction of the Court of Voghera.

## 14. Liability and indemnity

LabAnalysis cannot be understood as a guarantor. Customers wishing to insure against loss or damage should obtain appropriate insurance policy.

Test Reports are issued on the basis of information, documents and / or samples provided by the customer, or on behalf LabAnalysis therefore not responsible for inaccurate results due to incomplete or incorrect information provided by the customer. LabAnalysis is not responsible for delays or failure to service required in case the customer has not fulfilled its obligations.

In the case of redemptions, LabAnalysis provides that the amount of the same variety from a minimum of 10 to a maximum of 50 times the amount of the fees paid in connection with the service that generated the complaint and in any case the refund may not exceed the euro 15,000.

The customer agrees to indemnify LabAnalysis and its employees / agents / subcontractors to any complaint filed by a third party for damages or expenses of any kind, including legal ones.

## 15. Privacy Policy

In accordance with Legislative Decree n. 196 of 30 June 2003 "Code relating to personal data" LabAnalysis ensures that data relating to customers, to be used for carrying out the activity relating to this supply contract, are treated with a guarantee of security and confidentiality and commitment to not distribute them to third parties outside.

The parties undertake not to disclose to third parties the documents relating to this contract and any information of which it becomes aware during the same contract, even after the termination for any reason of the same.

The customer has the right to know, at any time, what are his data at our Company or from the above persons to whom they communicate and how they are used; also it has the right to update, supplement, correct or delete, to request blocking and object to their treatment.

The owner of the data, in accordance with law, is the Company: LabAnalysis Srl registered office Via Rota Candiani, 13-27043 Broni (PV).

The person in charge to the processing of data is the legal representative.

**This document General Conditions of Supply is attached to the quotations and can be downloaded directly from the site [www.labanalysis.it](http://www.labanalysis.it).**

**Acceptance of the quote implies acceptance of these General Conditions of Supply and allow to the processing of personal data in according to paragraph 15.**

**The quote and the present General Conditions of Supply are in any case accepted in its entirety upon arrival of the samples at the laboratory.**