

## **General Terms and Conditions GTC**

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### **DLA performs the following services:**

- Drafting of scientific reports and scientific publications of interlaboratory studies or proficiency tests (PT), round robin tests (RRT) and related matters. This includes, amongst other things, coordinating proficiency tests (PT) to support the quality assurance of public and private laboratories, from parameter selection, choice of materials and production of samples for scientific analysis in accordance with recognized scientific standards to the writing of a final report, worldwide. The implementation and evaluation of PTs are carried out according to the technical requirements of DIN EN ISO / IEC 17043 (2010) and DIN ISO 13528-2009. Laboratory analyzes as to test the homogeneity are performed externally by accredited laboratories.
- Offer of reference materials to support the quality assurance of public and private laboratories. The reference material is surplus sample material from finished PTs, provided for the parameters to be certified there is a meaningful statistical analysis of a sufficient number of participants results.
- Drafting of safety reports for cosmetic products in accordance with the scientific and legal requirements of the EU Cosmetics Regulation on behalf of cosmetics manufacturers or commercialisers.
- Implementation of other services to support the quality assurance of public and private laboratories, to the extent requested.

### **1. Terms and conditions**

Only these terms and conditions (hereinafter referred to as GTC) apply to all legal relations of DLA with its principal (AG). By placing the order on DLA these conditions are considered as accepted by the AG.

### **2. Prices - price adjustment**

The prices quoted are net prices. They contain all price components except for the shipping costs (see paragraph 3) and VAT. VAT is currently 19% in Germany.

### **3. Shipping costs**

The order will be shipped by parcel delivery service whose charge are the basis for the calculation of shipping costs. These amount between 10.-- and 20.-- Euro to domestic German customers as a function of weight, volume,

destination and delivery date of the shipment. The exact fees are based on each order and will be disclosed with the order confirmation. Shipping and invoicing for PT-samples and reference material to outside Germany will be carried out by our partner Coring System Diagnostix.

#### **4. Conclusion of contract**

The purchase contract is concluded by the order of AG and the written confirmation of the order by **Dienstleistung Lebensmittel Analytik GbR**.

#### **5. Confidentiality and data protection**

DLA commits to the AG to preserve secrecy about all information obtained by the order and about the results obtained by its implementation. This obligation shall also apply after the end of the contract.

The AG agrees that DLA can use through implementation of the contract gained data for proficiency tests in accordance with international standards (ISO/IEC). In addition, the customer agrees that DLA can use data gained through implementation of the contract for research and development purposes and for publication in anonymized form.

#### **6. Terms of payment**

The purchase price is due upon receipt of invoice within one week of the invoice date. In case of default, DLA is entitled to charge default interest at the statutory rate.

#### **7. Warranty conditions**

The statutory provisions of the German Civil Code (BGB) apply.

#### **8. Disclaimer**

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