

Datum / Date: 1. Apr. 2019

General Terms and Conditions GTC

version April 2019

DLA performs the following services:

- Organization of interlaboratory comparison tests, proficiency tests (PT) and round robin tests (RRT) to support the quality system of public and private laboratories.
This includes i.a. coordination of PTs from planning, parameter selection, material selection, sample preparation and dispatch, up to evaluation of participant results by statistical evaluation according to accepted scientific standards including the drafting of final reports and, where appropriate, scientific publications on related issues.
DLA is accredited as a proficiency test provider by the German Accreditation Body DAkkS, who is member of the international accreditation organizations EA, IAF and ILAC. Management, realisation and evaluation of our proficiency tests follow the requirements of DIN EN ISO/IEC 17043 (2010) and DIN ISO 13528-2009/2015. Laboratory analysis of PT parameters as to test the homogeneity are performed externally by accredited laboratories.
- Offer of reference materials to support the quality system 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.
- 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. Versandkosten

The order will be shipped by parcel delivery service with tracking. The charge of the parcel service is the basis for the calculation of shipping costs. The applicable shipping costs for PTs will be communicated to the participants 4-6 weeks before shipment in writing by e-mail and publishing on our website. The shipping costs for reference material will be communicated to the purchaser along with the written order confirmation.

4. Conclusion of contract

The purchase contract is concluded by the order of the principal and the written confirmation of the order by DLA - Proficiency Tests GmbH.

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.

The valid data protection policy of DLA is published on our website (www.dla-lvu.de).

6. Terms of payment

The purchase price is due upon receipt of invoice within one week of the invoice date, unless otherwise agreed and stated on the invoice. 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

According to the German Telemedia Act § 7 the DLA - Proficiency Tests GmbH is responsible for the content of the DLA websites. For stored foreign content DLA assumes no liability. If during the review of foreign content illegality is observed, this content will be removed. At DLA websites links are available to external websites, the respective operators / providers of linked websites are exclusively responsible for the content and accuracy of these.

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