

Datum / Date: 26. Feb. 2025

General Terms and Conditions GTC

version February 2025

1 Scope

1.1 These General Terms and Conditions (hereinafter referred to as GTC) apply exclusively to all legal relationships between DLA - Proficiency Tests GmbH, Hauptstr. 80 in 23845 Oering, Germany (hereinafter referred to as "DLA") and its customers or clients.

1.2 These General Terms and Conditions in the currently valid version apply to all offers, contractual relationships, deliveries and other services to the customer; they are considered to be part of all contracts concluded by us as a service provider with the customer.

1.3 By placing the order with DLA, these GTC are deemed to be accepted by the client. Conflicting or deviating terms and conditions of the customer are not recognized unless DLA has expressly agreed to them in individual cases.

2 Range of services

2.1 DLA offers interlaboratory comparison tests (ILCT), proficiency tests (PT) and ring tests (RT) to support the quality assurance of public and private laboratories.

This includes, among other things, the coordination of ILCT/PT/RT from planning to parameter selection, material selection, sample production and shipping as well as the evaluation of the participant results based on statistical analysis according to recognized scientific standards, including the drafting of the final reports and, if necessary, scientific publications on related issues.

2.2 DLA is accredited as a proficiency test provider by the German Accreditation Body DAkkS. Management, implementation and evaluation of our proficiency tests are carried out in accordance with DIN EN ISO/IEC 17043 and DIN ISO 13528. Laboratory analyses of the PT parameters to test homogeneity are carried out by DLA in accordance with DIN EN ISO/IEC 17025 or externally by accredited laboratories. Laboratory analyses for customers are not included in the range of services.

2.3 DLA offers reference materials (RM) to support the quality assurance of public and private laboratories. The reference materials are surplus sample material from the above-mentioned PTs, provided that a meaningful evaluation is available for the relevant parameters.

2.4 DLA can offer the implementation of further services to support the quality assurance of public and private laboratories on request.

3 Offer, conclusion of contract and order execution

3.1 A purchase contract is concluded through the customer's order and the written confirmation of the order by DLA. Offers made previously by DLA are non-binding and subject to change.

3.2 DLA is entitled to refuse acceptance of an order or offer after checking the customer's creditworthiness.

3.3 All orders are carried out in accordance with the principles of our quality management system in accordance with ISO/IEC 17043 and, as far as our activities are concerned, ISO/IEC 17025.

4 Registration and participation in proficiency tests

4.1 The dates for proficiency tests can be found in our annual programs on our website www.dla-lvu.de and our customer portal with webshop at <https://my.dla-pt.com>. 2-4 weeks before the start of the test (shipment of samples), we will provide further details about the PT in an announcement letter on our website and by email to (registered) customers.

4.2 In principle, laboratories from all areas are eligible to participate.

4.3 Customers must register for each proficiency test they wish to take part in using the registration function in our customer portal. For this a user account must be applied for. After the data has been checked, the account will be released by DLA. For its own security, the customer's company is obliged to inform us immediately if an employee registered in the customer portal leaves so that the employee's access can be blocked or transferred to another employee.

In exceptional cases, DLA can take the necessary steps to register the customer in the customer portal.

4.4 The registration must be received by us at least 1 week before the intended proficiency test starts and will be confirmed by us in writing (by email).

4.5 The order for an PT can be cancelled free of charge up to 3 weeks before the samples are sent. 50% will be charged up to the registration deadline and 100% after the registration deadline. Cancellations must be made in writing, e.g. by email.

5 Durchführung und Versand

5.1 Soweit nicht ausdrücklich anders angekündigt, werden unsere Eignungsprüfungen ab einer Mindest-Teilnehmerzahl von 10 Laboren durchgeführt.

5.2 Davon unabhängig ist DLA berechtigt, Eignungsprüfungen vor Durchführungsbeginn oder während der Durchführung aus sachlichen Gründen abzusagen. Absagte Eignungsprüfungen werden nach Möglichkeit auf einen späteren Zeitpunkt verschoben.

5.3 Der Versand der Proben erfolgt mittels Paket-Zustelldienst unter Sendungsverfolgung. Empfindliche Probenmaterialien werden bei Bedarf mittels Kühlversand verschickt.

5.4 Die Rechnungsstellung erfolgt zeitlich parallel zum Probenversand.

5.5 Nach Durchführung der Eignungsprüfung erhält der Kunde über das Kunden-Portal vorbehaltlich Rechnungsbegleichung einen anonymisierten, vollständigen Auswertungsbericht in englischer Sprache und ein Teilnahmezertifikat. Der Kunde kann innerhalb von 14 Kalendertagen schriftlich Beschwerde oder Einspruch gegen die Auswertung erheben. Für das Einreichen von Beschwerden und Einsprüchen siehe Abschnitt 8.

5 Implementation and shipping

5.1 Unless expressly announced otherwise, our proficiency tests are carried out with a minimum participant number of 10 laboratories.

5.2 Irrespective of this, DLA is entitled to cancel proficiency tests before they begin or during them for objective reasons. Cancelled proficiency tests will be postponed to a later date if possible.

5.3 The samples are sent by parcel delivery service with shipment tracking. Sensitive sample materials are sent by refrigerated delivery if necessary.

5.4 Invoicing takes place at the same time as the samples are sent.

5.5 After the proficiency test has been carried out, the customer will receive an anonymized, complete evaluation report in English and a certificate of participation via the customer portal, subject to payment of the invoice. The customer can lodge a complaint or appeal to the evaluation in writing within 14 calendar days. For the submission of complaints and appeals, see section 8.

6 Processing times

6.1 Processing times specified by us, unless they have been expressly confirmed as binding, serve only as a guide and are not binding commitments. The same applies to deadlines specified by customers.

6.2 In cases of force majeure, such as in particular fire damage, floods, strikes, lawful lockouts and epidemics (including epidemics and pandemics), the contracting party affected by this is released from the obligation to deliver or accept for the duration and to the extent of the impact.

7 Customer obligations and notes

7.1 All materials for proficiency tests or reference materials are not suitable for consumption. The samples may only be used for the intended purpose of the laboratory analysis. Information and instructions on the accompanying letter (proficiency test) or data sheets (reference materials) must be observed.

7.2 When shipping materials that need to be cooled, e.g. abroad, it cannot be ruled out that the shipped material will become unusable (e.g. due to excessive transport time). In this respect, the risk of use lies with the customer.

8 Complaints and appeals management

8.1 Complaints and appeals are always treated confidentially by DLA. The submission, investigation and decision of complaints and appeals do not disadvantage the complainant or appellant. The procedure for dealing with complaints and appeals serves to improve quality and is hereby made public.

8.2 DLA is responsible for the entire complaints and appeals process and carries it out in accordance with ISO/IEC 17043.

8.3 A **complaint is a formal communication of dissatisfaction or a problem** that a participant raises with DLA. Complaints can relate to various aspects of the proficiency testing program, such as general implementation, communication, quality of results or other organizational issues. The aim of a complaint is to point out problems and achieve a solution or improvement.

Complaints procedure

Complaints can be submitted by telephone or in writing, preferably by email to complaints@dla-lvu.de.

Receipt of a written complaint will be confirmed to the complainant by email within 5 working days of receipt by DLA.

The complaint is forwarded to the DLA management. Within 20 working days, the matter will be examined and assessed by an authorized person who, if possible, was not directly involved in the subject of the complaint. The aim is to find a solution to the problem as quickly as possible.

The result of the complaint will be communicated to the complainant in writing by email. If no decision has been made after 20 days, the complainant will be informed of the progress and how long the assessment is expected to take.

8.4 An **appeal refers specifically to the contesting of results or decisions** within the proficiency testing programme. This may, for example, be the request for change of the assessment of one's own test results or the results of other participants in the evaluation report. The aim of an appeal is to achieve a review or re-evaluation.

Appeal procedure

Appeals must be submitted in writing, preferably by email to appeals@dla-lvu.de.

Receipt of the appeal will be confirmed by email within 5 working days of receipt by DLA.

The appeal will be forwarded to the management of DLA. Within 20 working days, the appeal will be examined and assessed by an authorized person who, if possible, was not involved in the decision that is the subject of the appeal.

The result of the processing of the appeal will be communicated to the appellant and, if applicable, to other parties involved in writing by email. If no decision has been made after 20 days, the appellant will be informed of the progress and how long the assessment of the appeal is expected to take.

9 Property and copyrights

9.1 To the extent that services provided by DLA on behalf of the customer are protectable, we expressly reserve all copyright usage and exploitation rights. The customer may only use the documentation created in accordance with the contract for the purpose specified in the agreement. The customer is not entitled to change, edit, publish or use excerpts of it without our consent. This also applies to offers, brochures, catalogs, trademarks or other company documents or symbols.

9.2 We reserve all rights to proficiency testing programs that we have developed ourselves.

10 Confidential information and data protection

10.1 DLA is entitled to record and store order-related data. Customer data are stored and processed in accordance with the requirements of the EU General Data Protection Regulation (EU GDPR) and the German Federal Data Protection Act (BDSG). This data may only be used by our employees or by service providers commissioned by us.

10.2 DLA and the customer undertake to treat confidential data and information transmitted in connection with the order as confidential. All data and information made available to each other that is not publicly accessible will only be used for the purpose of carrying out the order.

10.3 If the customer so wishes, confidential data and information will be deleted or destroyed after the order has been carried out. Excluded from this are data and information that we must store for the purpose of providing evidence to authorities to fulfill legal requirements or due to requirements resulting from accreditation according to DIN EN ISO/IEC 17043 and DIN EN ISO/IEC 17025, or data that are necessary to maintain the database applications.

11 Prices, payment terms and cancellation

11.1 When placing an order, the current prices for proficiency tests and reference material apply as stated in our annual programs or price lists. The applicable shipping costs for PTs will be communicated to the participants in writing by email approximately 2-4 weeks before dispatch and published on our website. The shipping costs for reference material will be communicated to the customer in writing with the order confirmation. This information can be found at www.dla-lvu.de or can be requested by email to pt@dla-lvu.de.

11.2 We reserve the right to only carry out our services against advance payment.

11.3 The prices stated are net prices. The statutory value added tax is not included. It will be shown separately in the invoice at the statutory rate on the day of invoicing.

11.4 The invoice amounts are due for payment without deduction within 30 calendar days of the invoice date. The invoice is deemed to have been received no later than three days after the invoice date at the last invoice address provided by the customer. The customer reserves the right to provide evidence of later receipt. If the invoice is received by the customer later than ten days after the invoice date, payment is due within three days of receipt, in deviation from sentence 1.

11.5 All fees incurred by banks or other payment providers for payments are to be borne by the customer as the client.

11.6 In the event that the customer defaults on payment, we are entitled to charge default interest at the statutory rate.

12 Warranty and liability

12.1 The warranty by DLA only covers the services expressly ordered.

12.2 The integrity of sample material with regard to defined properties is only guaranteed until the first border crossing when shipped abroad.

12.3 DLA's warranty obligation is limited to the rectification of a defect or fault or, in the absence of a guaranteed property, to the creation of this property within a reasonable period of time. If the rectification or creation of the property fails, i.e. it becomes impossible or unreasonable for the client or is refused or unduly delayed by DLA, the client is entitled, at his discretion, to demand a reduction in the remuneration or cancellation of the contract.

12.4 In the event of faulty proficiency tests or reference materials, DLA accepts no liability for work performed by the customer.

12.5 DLA only accepts liability for certain properties, in particular for the suitability of the service for the purposes of the client, if a corresponding assurance of the properties in question has been given. Liability for consequential damages is excluded.

12.6 If an error or defect, which does not represent a lack of a guaranteed property, is due to a circumstance for which DLA is responsible, DLA is only liable for any damage caused to the client as a result per order up to a maximum amount corresponding to the value of the order in question.

12.7 All sample materials are intended exclusively for analytical purposes and may only be used by qualified personnel. Proper use is the responsibility of the client. The analytical properties of the materials are only guaranteed if the transport, storage and usage conditions specified by DLA are observed.

13 Exclusion of further liability and claims

13.1 The risk (transport and payment risk) passes to the customer as soon as the goods have left DLA, regardless of whether they were transported by the customer's own means of transport or by third parties.

13.2 The customer's claims for damages are excluded. This does not apply in the case of intent, gross negligence, breach of essential contractual obligations by DLA or the absence of properties guaranteed in writing.

13.4 All other claims by the customer for direct and indirect damage - regardless of the legal basis - in particular claims for damages due to positive breach of contract or tortious acts and for compensation for damages that did not occur to the object of the order itself are excluded. Irrespective of this, the customer is obliged to take out the usual insurance against direct and indirect damages.

14 Disclaimer of liability for internet presence

14.1 According to Section 7 of the Telemedia Act, DLA - Proficiency Tests GmbH is responsible for its own content on the DLA websites. DLA accepts no liability for stored third-party content. If an illegality is discovered when checking third-party content, this content will be removed.

14.2 The DLA websites contain links to external websites, for whose content and accuracy the respective operator/provider of the linked websites is solely responsible. We expressly distance ourselves from the content of all linked websites on our homepage and do not adopt this content as our own. This declaration applies to all links on this website.

14.3 The DLA pages are subject to German copyright law; any reproduction, distribution and processing requires the written consent of DLA.

14.4 If data is transmitted electronically, this may contain security gaps for which DLA accepts no liability. Therefore, confidentiality, especially when passing on personal data, can only be guaranteed subject to the above restriction.

14.5 The use of DLA public data to send unsolicited advertising is prohibited and DLA reserves the right to take legal action in such a case.

15 Place of performance, place of jurisdiction, choice of law

15.1 The place of performance for all services is the registered office of DLA - Proficiency Tests GmbH.

15.2 If the buyer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, our registered office is the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. However, DLA is entitled to sue the buyer even where a place of jurisdiction for him is otherwise established under the general provisions. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this regulation.

15.3 The legal relationships between the parties arising from or in connection with this contract are subject to the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods of April 11, 1980 does not apply.

15.4 Should individual provisions of the contract be or become invalid or void in whole or in part, this shall not affect the validity of the remaining provisions.

15.5 If the contract or these General Terms and Conditions contain regulatory gaps, the legally effective provisions that the parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known about the regulatory gap shall be deemed to have been agreed upon to fill these gaps.

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