GENERAL TERMS OF SERVICES
HAMILTON UO-Technologia Sp. z o.o.
Słomczyn 80, 05-600 Grójec

§1
Parties to and subject of the agreement

1. These General Terms of Services (hereinafter: "GTS") are applied to the services, including laboratory services, provided by Hamilton UO-Technologia Sp. z o.o. with its registered seat in Słomczyn (hereinafter "Contractor") to the Client based on the submitted order form or other agreement (hereinafter: "order").

2. This agreement covers laboratory services or other arranged services including reports from the conducted tests.

3. The laboratory services are subject to the quality management system compliant with the PN-EN ISO/IEC 17025 standard.

4. The Client undertakes to:
  - provide all information required for the performance of the given service prior to the start of its processing (e.g. building address, analysis range, sample number, individual for communication, telephone number of said individuals, type and list of samples),
  - allow the Contractor's representatives to collect the samples by e.g. providing access to the premises,
  - ensure that the location where the order will be processed fulfils or can fulfil all effective occupational health and safety conditions,
  - eliminate problems and downtime during performance of the task with reservation of random events,
  - notify the Contractor of any real or potential hazards or dangers associated with the performed order prior to the start of its processing, including the presence or risk of radioactivity, toxic materials, explosives, environmental hazards, health hazards, safety hazards, etc., and of the official and legal requirements with potential impact on the conduct or work of the Contractor's representatives.

§ 2
Placing and confirming orders. Concluding agreements

1. The service ordered from the Contractor must be provided to the Contractor.

2. The order may be signed only by individuals authorised to represent the Client.

3. Placement of an order is equivalent to acknowledgement and acceptance of these GTS.

4. The Contractor shall confirm order acceptance in writing upon request of the Client.

5. If the order does not include all information required for processing of the service by the Contractor, an employee of the Contractor shall contact the Client in order to establish all details. The order is suspended until the Client provides the required additional information.

6. The Contractor does not guarantee processing of services requiring travel in order to collect samples or field tests if the order is submitted to the Contractor later than 20 days prior to the time of the service requested by the Client or if the Client fails to provide all information required for processing of the service in time. This time is subject to advance negotiation.

7. Amendment of the terms of an ongoing order requires approval from both Parties.

8. In legitimate instances of unique analytical problems associated with a specific sample or random events, the Contractor reserves the right of failure to perform certain analyses or extend the order processing time.

§ 3
Order processing

1. Upon collecting the required information, the Contractor assumes performance of the ordered work within the arranged time and with preservation of confidentiality and copyrights of the Client.

2. The Contractor reserves the right to outsource certain parts of the ordered work to the Contractor's subcontractors. The Client is informed of said subcontractors in the offer. An order issued by the Client based on the offer is equivalent to acceptance of the terms of said offer.

3. The Contractor is not responsible for delays in orders resulting from reasons beyond the Contractor's control, Simultaneously, the Contractor undertakes to inform the Client of any delays.

4. Upon completion of the ordered work, the Contractor prepares a test report and presents it to the Client by e-mail and registered letter in one copy unless the Parties establish otherwise.

5. The test reports cover only the parameters of the tested sample and not the batch of goods from which it is collected unless the order jointly covers sample collection, randomisation, and analysis.

6. The test report in scope of a single order is released in maximum 3 copies. All additional versions of the report recognising the modifications requested by the Client are subject to extra charges established by the Contractor on an individual basis. Test report supplements may include information on the cause of the implemented modification.

7. The test results are prepared in Polish and English. All additional language versions are subject to extra charges established by the Contractor on an individual basis.

8. Measurement uncertainty is provided when it is required for purposes of test result credibility, when said uncertainty is important in compliance with the specified limits. Measurement uncertainty is also provided upon the Client's request.

9. The Contractor can prepare a comparison of the results with the specified laws upon the Client's request.

§ 4
Prices and payments

1. The service prices are established individually in agreement with the Client based on the scope of work in a provided pricing offer. An order submitted by the Client based on the scope of work in the pricing offer is equivalent to acceptance of the terms of said offer.

2. Remuneration for the service established in accordance with the aforementioned standards is paid by transfer to the Contractor's bank account within the time specified in the VAT invoice issued by the Contractor. Payment for the performed service may also be made in cash.

3. In the event of objectively legitimate concerns as to the Client's solvency, the Contractor may suspend further services until the Client pays the entire arranged amount and the amounts due for previous orders, for which VAT invoices were issued and remained unpaid within the established time.

4. In the event of testing downtime beyond the control of the Contractor, the next day of analysis when the test in question will be repeated shall be subject to an extra charge as specified in the offer. The amount specified in the offer is not subject to discount due to any interruption or premature conclusion of tests if the results are deemed compliant with the order.

5. The Contractor shall charge extra for additional actions not specified in the agreement or order in advance performed upon request of the Client placed during an ongoing service.

§ 5
Samples

1. The storage time of samples subject to analyses is 30 days counted from the date of release of the test report unless the nature of the sample dictates a shorter time.

2. Upon request of the Client (e.g. in order to secure samples for the duration of an administrative or court procedure), a longer sample storage time can be arranged according to the price arranged on an individual basis with the Contractor.

3. If archive samples cannot be stored, the Contractor is not responsible for inability to repeat tests.

§ 6
Responsibility. Handling complaints

1. In the event of failed or inadequate performance of the order by the Contractor, the Client has the right to file a written complaint within 14 days of receiving the first documented report. Complaints filed at a later time may be rejected.

2. Complaints should include a precise description of the circumstances justifying the reason of the complaint and potential guidelines on resolving it.

3. The Client shall receive confirmation on acceptance of the complaint within 3 business days of its submission.

4. The time for processing complaints is 14 days. If said process should require more time, the Client is promptly informed of this fact.

5. The Contractor is not held liable for improper use of the test results by the Client.

6. Complaints – pursuant to this paragraph – do not include test results questioned by the Client – e.g. due to comparison with the results of other laboratories (commercial ones or public institutions) or for other reasons. The tests can be repeated, but the associated costs are charged to the Client in accordance with the provisions of § 4.

7. In the event of a repeated test upon request of the Client (e.g. complaint), the Client covers all associated costs unless the results of the repeated analysis fail to fall within validation of the assumed method's uncertainty. Furthermore, repeated analysis is possible only when the Contractor has sufficient quantity of the initial sample allowing for the process upon the Client's reservation towards the results.

8. The Contractor's responsibility for all claims concerning any losses, damage, or expenses irrespectively of their source shall never exceed 10 times the amount of remuneration for the given service with the maximum amount corresponding to the equivalent of EUR 10 000 calculated according to the average exchange rate of the National Bank of Poland effective on the date of compensation payment. The Contractor is never responsible for lost profits. If remuneration for a service covers numerous single tasks and the filed complaint concerns one of said tasks, the remuneration serving as grounds to establish responsibility – pursuant to this point – shall refer only to the tasks covered by said complaint.

§ 7
Data protection during performance of the agreement

1. Both Parties undertake to preserve confidentiality of the trade secrets of the other Party throughout orders and following their completion.

2. A placed order is equivalent to the Client's consent for processing of the personal data provided for purposes of the order by the Contractor and the Contractor's subcontractors. The terms of personal data protection by the Contractor are specified in a separate document.

§ 8
Settling disputes. Final provisions

1. Matters not regulated by the GTS are subject to the provisions of the Civil Code law of 23 April 1964.

2. If the Parties are unable to come to an understanding, disputes shall be settled by the common court of law with jurisdiction over the location of the Contractor.

3. The Contractor is authorised to amend these Terms and undertakes to inform the Client of this fact.

4. The GTS takes effect on 10.04.2019.