

SPECTRUMLABS GENERAL TERMS & CONDITIONS OF BUSINESS

2. Performance of Services

1. General

1.1 Entire Agreement

These Conditions of Sale (the “**General Conditions**”) form the entire agreement between **SPECTRUMLABS S.A.** (the “**Company**”) and the customer (the “**Customer**”) in relation to any services or products supplied by the Company.

These General Conditions apply to all quotations, order acknowledgements, scopes of work, delivery notes, reports, certificates, invoices and any other documents issued by the Company in connection with the Services. They shall prevail over and exclude any terms and conditions proposed, submitted or relied upon by the Customer, unless expressly accepted in writing by an authorized representative of the Company.

No course of dealing, custom, practice, or prior agreement shall amend or override these General Conditions unless confirmed in writing by the Company.

1.2 Acceptance of General Conditions

The submission of samples, placement of an order, acceptance of a quotation, issuance of instructions, or receipt of any services from the Company shall constitute the Customer's unconditional acceptance of these General Conditions.

The Company shall perform testing, inspection, sampling, measurement, analysis, certification, consultancy, and related services solely in accordance with these General Conditions. Any additional or different terms proposed by the Customer shall be binding on the Company only if expressly accepted in writing by an authorized representative of the Company.

No amendment, variation, waiver, or modification of these General Conditions shall be effective unless made in writing and signed by duly authorized representatives of both parties.

These General Conditions, and any contractual relationship arising from them, shall be governed by and construed in accordance with the laws of the Hellenic Republic.

1.3 Authority to Act and Distribution of Reports

The Company performs its Services solely on the instructions of the Customer. No other person or entity shall be entitled to provide instructions to the Company, modify the scope of the Services, or receive information relating to the Services unless expressly authorized by the Customer and accepted by the Company.

The Company may, however, disclose or provide any report, certificate, test result, statement of conformity, opinion, or other deliverable issued in connection with the Services (collectively, the “**Reports of Findings**”) to a third party where:

- (a) the Customer has expressly instructed the Company to do so;
- (b) the Customer has authorized such disclosure in writing;
- (c) the disclosure is required by law, regulation, accreditation requirements, or a competent authority; or
- (d) such disclosure may reasonably be inferred from the circumstances, contractual arrangements, trade customs, industry practice, or the nature of the Services.

Unless otherwise agreed in writing, Reports of Findings are prepared exclusively for the Customer and for the specific purpose for which the Services were requested. The Company accepts no responsibility or liability to any third party that receives, relies upon, or otherwise uses any Report of Findings without the Company's prior written consent.

2.1 The Company shall perform the Services in accordance with the Customer's specific instructions, as accepted and confirmed by the Company.

2.2 The Services shall be subject to the terms set out in the Company's standard order form and/or standard specification sheet, where applicable.

2.3 The Company may perform the Services in accordance with any applicable trade customs, usages, or generally accepted industry practices.

2.4 The Company may apply such methods, procedures, and practices as it reasonably considers appropriate on technical, operational, commercial, or financial grounds.

2.5 All requests, inquiries, and orders for Services shall be accompanied by sufficient information, specifications, documentation, and instructions to enable the Company to assess and perform the requested Services.

2.6 Any document evidencing arrangements between the Customer and a third party, or any document issued by a third party and supplied to the Company, including without limitation contracts of sale, letters of credit, bills of lading, and similar documents, shall be deemed to have been provided for information purposes only. Such documents shall not enlarge, restrict, vary, or otherwise affect the scope of the Services or the Company's obligations.

2.7 Subject to the Customer's instructions as accepted by the Company, the Company shall issue reports and certificates containing opinions based upon the Reports of Findings generated through the exercise of reasonable skill, care, and professional judgment. The Company has no obligation to refer to, investigate, or report upon any matter outside the scope of the instructions received.

2.8 Information contained in Reports of Findings is derived from:

- (a) testing, analysis, inspection, or other procedures performed in accordance with the Customer's instructions; and/or
- (b) the Company's assessment of such results by reference to applicable technical standards, trade customs, industry practices, or other relevant circumstances which, in the Company's professional judgment, ought reasonably to be considered.

2.9 Any report or certificate issued following the testing or analysis of samples relates solely to the specific samples submitted and tested. Such report or certificate shall not constitute a representation, warranty, or assessment regarding the entire batch, lot, bulk material, product population, or process from which the samples were taken.

2.10 In cases where a test report includes a statement of conformity with a specification, standard, regulation, or legislation, the applicable prescribed decision rules for the evaluation of conformity shall be strictly applied. Measurement uncertainty shall be considered and reported only where required by the applicable decision rules, specification, standard, regulation, legislation, or accreditation requirements.

Where no prescribed decision rule exists, the Company may apply an appropriate decision rule in accordance with its professional judgment, applicable accreditation requirements, and relevant technical practices. Any such decision rule shall be communicated to and/or agreed with the Customer prior to the commencement of the Services and, once applied, shall not be modified, varied, withdrawn, or retrospectively challenged during the performance of the Services or in relation to the resulting report, certificate, or statement of conformity.

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2.11 The Customer shall be solely responsible for ensuring that any sample submitted to the Company is representative of the material, product, process, location, or area requiring assessment.

2.12 Where the Company provides sampling kits, containers, preservation materials, instructions or any other sampling equipment to the Customer, the Customer shall be responsible for their proper use, handling, storage and transportation in accordance with the Company's instructions.

The Company shall not be liable for any invalid, compromised, contaminated, deteriorated or non-representative samples resulting from the Customer's failure to follow the Company's instructions or from improper sampling, packaging, storage or transportation practices.

The Customer shall inspect all sampling kits upon receipt and promptly notify the Company of any shortage, damage or defect.

The Customer shall use all sampling kits, containers and preservation materials solely for the purposes for which they were supplied.

2.13 Where the Company provides, loans or otherwise makes available any equipment, instrument, sampler, monitoring device, data logger, pump, container, accessory or other item of equipment to the Customer, such equipment shall remain the sole property of the Company unless otherwise agreed in writing.

The Customer shall use the equipment only for its intended purpose and in accordance with any instructions provided by the Company and shall exercise reasonable care in its custody, operation and storage.

The Customer shall be responsible for any loss, theft, damage, misuse, unauthorized modification or deterioration of the equipment occurring while it is in the Customer's possession or under the Customer's control, except to the extent caused by fair wear and tear or by a defect in the equipment.

The Customer shall promptly notify the Company of any loss, damage, malfunction or incident involving the equipment.

The Company reserves the right to charge the Customer for the reasonable cost of repair, replacement or recalibration of any equipment returned damaged, altered, incomplete or in a condition exceeding normal wear and tear.

2.14 Where the Customer requests the Company to witness an intervention, inspection, test, analysis, or other activity performed by a third party, the Company's responsibility shall be limited exclusively to witnessing the activity and reporting observations made during such activity or confirming that it took place.

The Customer acknowledges and agrees that the Company shall have no responsibility or liability whatsoever for:

- (a) the condition, suitability, maintenance, operation, or calibration of any equipment, instrument, or measuring device used;
- (b) the methods, procedures, or protocols applied;
- (c) the competence, qualifications, acts, omissions, or conduct of any third-party personnel; or
- (d) the accuracy, validity, reliability, or completeness of any results obtained.

2.15 Any Report of Findings issued by the Company shall reflect only the facts, observations, and results recorded at the time of the Company's intervention and solely within the scope of the Customer's instructions or, in the absence of such instructions, within the scope of the parameters applied by the Company in accordance with these General Conditions.

The Company shall not be obliged to identify, investigate, refer to, or report on any facts, circumstances, conditions, defects, or events outside that scope.

2.16 Subcontracting Services

The Company may, at its sole discretion, subcontract, delegate or otherwise engage affiliated companies, subcontractors, external laboratories, consultants, agents or other qualified third-party service providers to perform all or any part of the Services where such engagement is considered necessary or appropriate for the proper performance of the Services.

The Company shall exercise reasonable care in the selection of such parties and shall ensure that they possess the qualifications, competence and resources appropriate to the Services performed.

The Customer authorizes the Company to disclose, transfer and make available to such parties any information, data, documents, samples, materials or records reasonably required for the performance of the Services, subject to appropriate confidentiality and data protection obligations.

Unless otherwise expressly agreed in writing, the Company shall remain responsible for the management of subcontracted Services to the extent required by applicable law or accreditation requirements, but shall not be liable for any loss, damage, delay or non-performance resulting from circumstances beyond its reasonable control affecting the subcontractor or third-party service provider.

Where the Customer specifically requests the use of a particular subcontractor, laboratory or other service provider, the Company shall not be liable for the acts, omissions, delays, performance or results of such subcontractor or service provider to the fullest extent permitted by applicable law.

Nothing in this Clause shall create any contractual relationship between the Customer and any subcontractor, affiliated company, laboratory, consultant, agent or other third-party service provider engaged by the Company.

2.17 Protection of Subcontractors and Related Parties

Any subcontractor, affiliated company, laboratory, consultant, director, officer, employee, agent, representative or other person engaged by the Company in connection with the performance of the Services shall be entitled to the benefit of all exclusions of liability, limitations of liability, indemnities, defenses and protections contained in these General Conditions as if expressly named herein.

The Customer agrees that no claim, action or proceeding shall be brought directly against any such subcontractor, affiliated company, laboratory, consultant, director, officer, employee, agent or representative in respect of the Services. Any claim arising out of or in connection with the Services shall be brought solely against the Company and shall be subject to the exclusions and limitations of liability set out in these General Conditions.

For the avoidance of doubt, all limitations of liability, exclusions, indemnities, defenses and protections contained in these General Conditions shall apply equally for the benefit of the Company and any subcontractor, affiliated company, laboratory, consultant, director, officer, employee, agent or representative involved in the performance of the Services.

2.18 Where the Customer's requirements necessitate testing, examination, or analysis by the Customer's laboratory or a third-party laboratory, the Company may reproduce, communicate, or incorporate the results provided by such laboratory into its reports. The Company shall not be responsible for the accuracy, completeness, validity, or reliability of such results.

Where the Company merely witnesses testing or analysis performed by the Customer's laboratory or a third-party laboratory, its role shall

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be limited to confirming that the identified sample was tested. The Company shall bear no responsibility for the methodology, analysis, findings, conclusions, or results.

2.19 Upon reasonable prior notice, and subject to applicable fees, health and safety requirements, confidentiality obligations, security measures, and operational constraints, the Company may permit the Customer or the Customer's representative to access relevant laboratory facilities for the purpose of witnessing tests performed on the Customer's behalf.

2.20 The Customer acknowledges and agrees that, in providing the Services, the Company:

- (a) does not act as an insurer, guarantor, underwriter, or warrantor;
- (b) does not assume, replace, discharge, or diminish any obligation of the Customer or any third party;
- (c) does not relieve any party from its contractual, statutory, regulatory, or legal obligations; and
- (d) does not undertake, assume, or owe any duty that may otherwise be owed by the Customer to any third party or by any third party to the Customer.

2.21 Compliance with Accreditation Requirements

The Customer acknowledges that the Company performs its Services in accordance with its quality management system, accreditation requirements and applicable international standards, including, where applicable, ISO/IEC 17025.

The Customer shall provide all information, documentation, instructions, access, cooperation and samples reasonably required for the Company to perform the Services in compliance with such requirements.

The Company shall not be liable for any consequence arising from inaccurate information, unsuitable samples, Customer-imposed restrictions, failure to comply with applicable requirements, or any act or omission of the Customer affecting compliance with accreditation requirements.

Where the Company reasonably determines that a Customer instruction, request or requirement would result in non-compliance with ISO/IEC 17025, applicable accreditation requirements, legal obligations or the Company's quality management system, the Company reserves the right to refuse, suspend, modify or terminate the relevant Services without liability.

The Customer shall remain liable for all fees, costs and expenses incurred by the Company up to the date of such refusal, suspension, modification or termination.

For the avoidance of doubt, the Company shall have no liability for any loss, damage, cost or expense resulting from actions taken by the Company to maintain compliance with ISO/IEC 17025, accreditation requirements, applicable legislation or quality management requirements.

2.22 Retention of Reports, Certificates and Samples

(a) Technical Documentation

Technical reports, test reports, test certificates, examination reports, calibration certificates, and comparable records shall be retained by the Company for a period of **ten (10) years** from their date of issue, unless a longer retention period is required by law, accreditation requirements, or written agreement between the parties.

(b) Sample Retention

Unless otherwise agreed in writing, samples and test specimens shall be retained for **a minimum period of one (1) week and a maximum period of one (1) month** following completion of the Services, or for

such shorter period as may be necessary due to the nature, stability, perishability, hazardous characteristics, storage conditions, or regulatory requirements applicable to the sample.

(c) Return of Samples

The return of samples or test specimens may be agreed in writing between the Company and the Customer. All costs and expenses associated with handling, packaging, transportation, storage, insurance, freight, disposal, or other related services shall be borne by the Customer.

(d) Loss, Damage, Deterioration or Consumption of Samples

Unless otherwise agreed in writing, the Company shall exercise reasonable care in the handling, storage, retention, transportation, testing, and disposal of samples and test specimens.

The Customer acknowledges that certain samples may be wholly or partially consumed, altered, degraded, destroyed, or rendered unsuitable for further testing because of the Services performed.

Except in the case of the Company's proven gross negligence or willful misconduct, the Company shall not be liable for any loss, contamination, deterioration, damage, destruction, or accidental disposal of samples or test specimens arising from their nature, inherent characteristics, transportation, handling, storage, testing, retention, or disposal.

In any event, the Company's liability in respect of any lost, damaged, deteriorated, contaminated, destroyed, or consumed sample shall be limited to the direct and reasonable cost of replacing the sample, where replacement is reasonably possible, and shall exclude any consequential, indirect, special, punitive, incidental, or economic loss, including loss of production, loss of profit, loss of opportunity, product recall costs, or claims by third parties.

2.23 Health and Safety Requirements

The Customer shall inform the Company, prior to commencement of the Services, of any actual or potential health, safety, environmental or operational hazards associated with the Services, the site, the samples or any related activity.

Where the Services are to be performed at the Customer's premises, a construction site, industrial facility, or any other location designated by the Customer, the Customer shall provide the Company, sufficiently in advance of the commencement of the Services, with all relevant health, safety and environmental information necessary for the safe performance of the Services.

Such information shall include where applicable:

- the Health and Safety Plan ("HSP") and/or Site Health and Safety Plan;
- risk assessments and hazard identification documentation;
- emergency response and evacuation procedures;
- site safety rules and access requirements;
- permit-to-work procedures;
- details of hazardous substances, materials or conditions present on site;
- personal protective equipment ("PPE") requirements applicable to the site; and
- any other information required under applicable health, safety and environmental legislation.

The Customer warrants that all health, safety and environmental information provided to the Company is accurate, complete and up to date and shall promptly notify the Company of any changes that may affect the safe performance of the Services.

The Company's personnel, agents and subcontractors shall comply with all reasonable health, safety, environmental and security requirements communicated by the Customer and applicable at the

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relevant site, provided that such requirements have been disclosed to the Company prior to the commencement of the Services.

The Customer shall be solely responsible for identifying and communicating any actual or potential hazards present at the site and shall indemnify and hold harmless the Company, its employees, agents and subcontractors against any loss, damage, injury, claim, liability, cost or expense arising from hazardous, unsafe, inaccessible or non-compliant site conditions that were not disclosed to the Company prior to the commencement of the Services.

The Customer shall ensure that all necessary permits, authorizations, inductions and site access approvals required for the performance of the Services are obtained and remain valid throughout the duration of the Services.

Nothing in this Clause shall relieve the Customer of its primary responsibility for maintaining a safe workplace, providing a safe working environment and ensuring compliance with applicable health, safety and environmental laws and regulations. The Customer shall remain responsible for the overall management and safety of the site at all times.

2.24 Right to Refuse or Suspend Work

The Company reserves the right to refuse access to, suspend or discontinue any Services where:

- (a) the required health and safety documentation has not been provided;
- (b) the Company has not received adequate information regarding site hazards;
- (c) appropriate PPE requirements have not been communicated;
- (d) necessary PPE is not available;
- (e) site conditions are, in the Company's reasonable opinion, unsafe or non-compliant with applicable health and safety requirements;
- (f) the performance of the Services would expose personnel, property or the environment to unacceptable risks; or
- (g) the Customer fails to implement appropriate safety measures.

Any resulting delay, rescheduling costs, standby charges or additional expenses shall be borne by the Customer.

2.25 Environmental Commitment

The Company is committed to pollution prevention, resource efficiency, waste minimization, recycling and the continual improvement of its environmental performance in accordance with the principles of environmental management and sustainable development.

The Company shall maintain and operate its activities in compliance with all applicable environmental laws, regulations, permits and obligations relevant to the Services provided.

The Company shall seek, where reasonably practicable, to prevent, minimize and manage adverse environmental impacts arising from its operations, including the efficient use of natural resources, the reduction of waste generation and the proper handling, storage and disposal of materials and laboratory residues.

The Company shall promote awareness among its employees and subcontractors regarding environmental protection, pollution prevention, resource efficiency and compliance with applicable environmental requirements.

2.26 Right to Refuse Environmentally Unsafe Activities

The Company reserves the right to suspend, postpone or refuse the performance of any Service where, in its reasonable opinion:

- (a) the activity would violate applicable environmental laws or permit conditions;
- (b) significant environmental risks have not been adequately controlled;
- (c) the Customer has failed to disclose material environmental hazards; or
- (d) the performance of the Services could expose the Company's personnel to unacceptable environmental, health or safety risks.

Any resulting delay, suspension or termination under this clause shall not constitute a breach of contract by the Company.

2.27 No Assumption of Environmental Liability

Nothing in these General Conditions shall be construed as transferring to the Company any ownership, control, management responsibility or environmental liability in respect of any site, facility, process, waste stream, contamination or environmental condition owned or controlled by the Customer or any third party.

3. Customer Obligations

The Customer shall:

3.1 Provide the Company, in a timely manner and, in any event, not less than **forty-eight (48) hours** prior to the requested intervention, with all instructions, information, documentation, specifications and other materials reasonably required to enable the Company to evaluate, prepare for and perform the Services efficiently and effectively.

3.2 Grant and maintain all necessary rights of access to premises, facilities, equipment, personnel, records and relevant locations necessary for the Company's representatives to perform the Services.

3.3 Provide, where required, any special equipment, utilities, permits, authorizations, escorts, site inductions or suitably qualified personnel necessary for the performance of the Services.

3.4 Ensure that appropriate measures are implemented and maintained to safeguard the health, safety and security of all people, premises, installations and operations during the performance of the Services. The Customer acknowledges that it shall remain solely responsible for the management and safety of the site and shall not rely upon the Company, its employees, agents or subcontractors for advice, supervision or responsibility in relation to site safety.

3.5 Take all reasonable steps to prevent, remove or remedy any condition, obstruction, interruption, delay or other circumstances that may impede or adversely affect the performance of the Services.

3.6 Strictly comply with all Health and Safety Requirements referred to in Clause 2.23.

3.7 Ensure that all information provided to the Company is accurate, complete and up to date and promptly notify the Company of any changes that may affect the scope, safety, timing or performance of the Services.

3.8 Fully exercise its rights and fulfil its obligations under any related contract, permit, license, regulatory requirement or arrangement with third parties. The issuance of any Report of Findings, certificate, opinion or other deliverable by the Company shall not relieve the Customer of any of its legal, contractual or regulatory obligations.

3.9 Indemnify and hold harmless the Company against any loss, delay, damage, claim, liability, cost or expense arising from the Customer's failure to comply with its obligations under this Clause 3, including the

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provision of incorrect, incomplete or misleading information or the failure to disclose site-specific hazards or risks.

4. Fees and Payment

4.1 Invoices and Payment Terms

The Customer shall pay all invoices issued by the Company in full, without deduction or set-off, **within thirty (30) days** from the date of invoice, unless otherwise agreed in writing.

Any amount not paid when due shall bear interest at the applicable statutory rate from the due date until payment is received in full.

4.2 No Set-Off or Withholding

The Customer shall not be entitled to withhold, defer, reduce or set off any payment due to the Company by reason of any dispute, counterclaim, claim or alleged entitlement against the Company.

4.3 Recovery of Outstanding Amounts

The Company reserves the right to take legal or other appropriate action to recover any overdue amounts and may commence proceedings before any court or authority having competent jurisdiction.

4.4 Collection Costs

The Customer shall reimburse the Company for all reasonable costs and expenses incurred in recovering overdue payments, including legal fees, court costs, collection agency charges and related expenses, to the extent permitted by applicable law.

4.5 Additional Charges

Where unforeseen circumstances, additional work, delays, interruptions or expenses arise during the performance of the Services, the Company shall use reasonable efforts to inform the Customer promptly and shall be entitled to charge for any additional time, resources and costs reasonably incurred in completing the Services.

4.6 Services Prevented or Interrupted

Where the Company is prevented from performing or completing all or part of the Services due to:

- circumstances beyond its reasonable control;
- force majeure events;
- acts or omissions of the Customer;
- lack of access to premises, facilities, equipment or information;
- health, safety or environmental restrictions; or
- any failure by the Customer to comply with its obligations under these General Conditions,

the Company shall be entitled to payment for:

- (a) all work performed up to the date of interruption, suspension or termination;
- (b) all costs, expenses and commitments reasonably incurred in connection with the Services, including any abortive expenditure; and
- (c) a proportion of the agreed fees corresponding to the Services performed prior to such interruption, suspension or termination.

In such circumstances, the Company shall not be liable for any delay, partial performance or non-performance of the Services arising from the relevant event or circumstance.

4.7 Suspension for Non-Payment

Without prejudice to any other rights or remedies, the Company may suspend the performance of the Services, withhold Reports of Findings, certificates or other deliverables, and/or terminate the relevant contract where any invoice remains unpaid after its due date.

5. Suspension or Termination of Services

Without prejudice to any other rights or remedies available to the Company, the Company may suspend or terminate all or part of the Services in accordance with this Clause.

5.1 Termination for Material Breach

The Company may terminate any contract, order or engagement for the provision of Services immediately upon written notice if the Customer commits a material breach of these General Conditions and, where such breach is capable of remedy, fails to remedy it **within thirty (30) days** of receiving written notice requiring it to do so.

5.2 Insolvency and Similar Events

The Company may terminate the Services immediately upon written notice if the Customer:

- (a) becomes insolvent;
- (b) enters into liquidation, administration, receivership, bankruptcy or any analogous insolvency proceeding;
- (c) makes any arrangement with creditors; or
- (d) ceases, or threatens to cease, carrying on its business.

5.3 Suspension of Services

The Company may suspend the performance of all or part of the Services, without liability, where:

- (a) the Customer fails to provide information, instructions, documentation, access, samples or cooperation reasonably required for the performance of the Services;
- (b) the Customer fails to comply with applicable health, safety, environmental, technical, accreditation or regulatory requirements;
- (c) the Customer fails to make payment when due;
- (d) site conditions are unsafe or do not comply with applicable health and safety requirements;
- (e) circumstances exist which would entitle the Company to refuse, suspend or discontinue the Services pursuant to Clause 2.24 (Right to Refuse or Suspend Work) or Clause 2.26 (Right to Refuse Environmentally Unsafe Activities);
- (f) continuation of the Services may, in the Company's reasonable opinion, compromise compliance with ISO/IEC 17025, accreditation requirements, legal obligations or the Company's quality management system;
- (g) the samples have not been correctly collected, identified, packaged, labelled or transported;
- (h) the samples are hazardous, unsuitable, injurious to health, or otherwise present an unacceptable risk; or
- (i) circumstances beyond the Company's reasonable control prevent or materially hinder the performance of the Services.

5.4 Termination by the Customer

The Customer may cancel or terminate the Services at any time by written notice to the Company.

In such event, the Customer shall remain liable for:

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- (a) all Services performed up to the effective date of termination;
- (b) all costs, expenses and commitments incurred by the Company in connection with the Services;
- (c) any third-party charges incurred on behalf of the Customer; and
- (d) any non-cancellable commitments entered into by the Company in connection with the Services.

5.5 Effects of Termination

Upon suspension, expiration or termination of the Services for any reason:

- (a) all outstanding invoices, accrued charges and interest shall become immediately due and payable;
- (b) the Company may cease all work and withhold Reports of Findings, certificates, test results, statements of conformity and other deliverables until all outstanding amounts have been paid in full;
- (c) the Customer shall pay all fees, costs and expenses incurred by the Company up to the effective date of suspension or termination; and
- (d) the accrued rights, obligations and remedies of the parties shall not be affected.

5.6 Samples upon Termination

Upon termination of the Services, the Company may, at its discretion and subject to applicable legal, regulatory and accreditation requirements:

- (a) return samples or test specimens to the Customer at the Customer's cost and risk;
- (b) continue to store samples subject to applicable storage and handling charges; or
- (c) dispose of samples after providing reasonable notice to the Customer, where practicable.

The Company shall not be liable for any deterioration, degradation, contamination, destruction or loss of samples resulting from their nature, storage requirements, transportation, handling or lawful disposal.

5.7 Sampling Kits and Loaned Equipment upon Termination

Upon completion, suspension, expiration or termination of the Services, the Customer shall promptly return to the Company, at the Customer's expense unless otherwise agreed in writing, all sampling kits, containers, preservation materials, instruments, monitoring devices, data loggers, pumps, accessories and any other equipment supplied, loaned or made available by the Company.

All sampling kits and equipment shall be returned in good condition, fair wear and tear excepted, and in accordance with any instructions provided by the Company.

The Customer shall be responsible for any loss, theft, damage, contamination, misuse, unauthorized modification or deterioration of any sampling kit or equipment while in the Customer's possession or control and shall reimburse the Company for the reasonable cost of repair, replacement, cleaning, decontamination, recalibration or restoration where required.

The Company reserves the right to charge the Customer for any sampling kits, consumables, accessories or equipment not returned within a reasonable period following written request.

5.7 Confidential Information upon Termination

The provisions of Clause 8.8 shall apply following suspension, expiration or termination of the Services.

5.8 Survival

Any provision of these General Conditions which by its nature is intended to survive completion, suspension, expiration or termination of the Services shall remain in full force and effect, including without limitation provisions relating to:

- payment obligations;
- confidentiality;
- data protection;
- limitation of liability;
- indemnities;
- intellectual property rights;
- retention of records;
- dispute resolution; and
- governing law.

Termination, suspension or expiration of the Services shall not affect any rights, liabilities or remedies accrued prior to the effective date of such termination, suspension or expiration.

6. Liability and Indemnification

The Company is neither an insurer nor a guarantor and disclaims any liability in such capacity. Customers seeking protection against potential loss, damage or liability should obtain appropriate insurance coverage.

6.1 Standard of Care

The Company shall perform its Services with reasonable care, skill and diligence in accordance with generally accepted professional practices. The Company shall be liable only where it is proven that loss or damage has arisen directly from its negligence.

6.2 Reliance on Information Provided by the Customer

Reports of Findings are prepared on the basis of information, documents, instructions and/or samples provided by, or on behalf of, the Customer. Such Reports of Findings are issued solely for the benefit of the Customer and for the specific purpose for which the Services were requested.

Neither the Company nor its directors, officers, employees, agents or subcontractors shall be liable for any actions taken or not taken on the basis of such Reports of Findings, nor for any loss, damage or expense arising from inaccurate, incomplete, misleading, erroneous or false information supplied to the Company.

6.3 Customer Remedies

If the Customer considers that any Service, Report of Findings or deliverable is defective or unsatisfactory, the Customer shall notify the Company in writing within fourteen (14) days of delivery.

Where the Company accepts responsibility, its sole obligation and the Customer's exclusive remedy shall be, at the Company's discretion:

- (a) to repeat the relevant analysis, testing, measurement, inspection or Service;
- (b) to review, correct or reissue the relevant report; or
- (c) to issue a credit note or refund for the value of the affected Service.

6.4 Suitability of Services

The Company makes no representation, warranty or guarantee that any Service, Report of Findings or deliverable is suitable for any

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specific commercial, technical, operational or regulatory purpose unless expressly agreed in writing. Any recommendations, opinions or findings provided by the Company are based solely on the information, instructions and samples supplied and shall not relieve the Customer of its responsibility to make its own independent evaluations, decisions and assessments.

6.6 Samples

The provisions of Clause 2.22(d) shall apply to all samples submitted to the Company.

Unless otherwise expressly agreed in writing, samples submitted to the Company shall be deemed to have no significant commercial value for the purposes of these General Conditions.

6.7 Events Beyond the Company's Control

The Company shall not be liable for any delay, partial performance, non-performance or failure to perform the Services arising directly or indirectly from circumstances described in Clause 7 (Force Majeure) or from any failure by the Customer to comply with its obligations under these General Conditions.

6.8 Transportation, Packaging and Receipt of Samples

The Customer shall be solely responsible for the proper collection, identification, packaging, labelling, storage and transportation of samples submitted to the Company and for ensuring that samples are suitable for the requested Services.

The Company shall not be liable for any loss, damage, deterioration, contamination, shortage, delay or alteration of samples occurring prior to their receipt by the Company, including any loss or damage arising during transportation or resulting from improper packaging, labelling or handling by the Customer or any third party acting on the Customer's behalf.

Proof of dispatch, postage, courier confirmation or transmission shall not constitute proof of receipt by the Company.

Notwithstanding the foregoing, where the collection, packaging and/or transportation of samples is expressly undertaken by the Company as part of the Services, the Company shall exercise reasonable care and skill in performing such activities. In such circumstances, the Company's liability shall be governed by the limitations and exclusions of liability set out in these General Conditions.

6.9 Property Damage at Customer Sites

Where the Services are performed at the Customer's premises or at any site designated by the Customer, the Company shall exercise reasonable care and skill in carrying out the Services.

The Company shall be liable for direct physical damage to the Customer's tangible property only to the extent that such damage is proven to have been caused by the negligence of the Company, its employees, agents or subcontractors acting within the scope of the Services.

Any such liability shall be subject to the limitations and exclusions set out in Clause 6.11 and shall not exceed the maximum liability limits provided therein.

The Company shall not be liable for:

- pre-existing defects or conditions;
- ordinary wear and tear;
- hidden or undisclosed site hazards;
- deterioration resulting from normal sampling, testing, inspection or measurement activities;

- damage arising from inaccurate, incomplete or misleading information provided by the Customer; or
- damage resulting from unsafe site conditions.

6.10 Customer Site Responsibility

The Customer shall remain solely responsible for the condition, safety and maintenance of its premises, facilities, equipment, systems and infrastructure.

The Customer shall indemnify, defend and hold harmless the Company, its directors, officers, employees, agents and subcontractors against any claims, losses, damages, liabilities, costs and expenses arising from:

- unsafe site conditions;
- undisclosed hazards;
- defective equipment or infrastructure;
- restricted or unsafe access;
- failure to comply with applicable health, safety or environmental requirements.

6.11 Limitation of Liability

The liability of the Company in respect of any claim, loss, damage, liability, cost or expense whatsoever and howsoever arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Services, shall in no circumstances exceed an aggregate amount equal to **three (3) times** the fee payable for the specific Service giving rise to the claim.

The Company shall not be liable for any claims, losses, damages or expenses arising from claims made by third parties against the Customer, including, without limitation, product liability claims.

6.11.1 Fair Allocation of Risk

The Customer acknowledges and agrees that the fees charged by the Company have been determined considering the limitations of liability set out in these General Conditions and represent a fair and reasonable allocation of risk between the parties. The Customer further acknowledges that, in the absence of such limitations, the fees payable for the Services would be substantially higher.

6.11.2 Exclusion of Indirect and Consequential Damages

The Company shall not be liable for any indirect, consequential, incidental, special, exemplary or punitive damages, including loss of profit, revenue, business, contracts, goodwill, data or other economic losses, whether foreseeable or not and whether or not the Company has been advised of the possibility of such damages.

6.12 Delivery Dates and Delays

Any delivery dates, turnaround times, completion dates or reporting schedules provided by the Company are estimates only and shall not be of the essence of the contract unless expressly agreed otherwise in writing.

The Company shall not be liable for any delay arising from circumstances beyond its reasonable control, including but not limited to adverse weather conditions, floods, storms, extreme temperatures, natural disasters, force majeure events, transportation disruptions, site access restrictions, governmental actions, public health emergencies, labor disputes, utility interruptions, equipment failures, or delays caused by third parties.

Where the performance of the Services is delayed due to any such circumstances, the delivery dates, completion dates and reporting schedules shall be automatically extended for a period reasonably corresponding to the duration and impact of the relevant event.

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The Company shall not be liable for any loss, damage or expense arising from any delay in the performance of the Services or delivery of reports, certificates or other deliverables.

6.13 Delivery by Instalments

Unless otherwise agreed in writing, the Company may perform the Services or deliver goods in instalments and may invoice separately for each instalment.

6.14 Exclusion of Implied Warranties

To the fullest extent permitted by law, all warranties, conditions, guarantees and other terms implied by statute, common law or otherwise are excluded.

6.15 Claims Procedure

Any claim arising out of or in connection with the Services shall be notified to the Company in writing **within thirty (30) days** of the Customer becoming aware, or reasonably becoming aware, of the circumstances giving rise to the claim.

In any event, the Company shall be discharged from all liability unless legal proceedings are commenced **within one (1) year** from:

- (a) the date on which the relevant Services were performed; or
- (b) the date on which the Services should have been completed in the case of an alleged non-performance.

6.16 Customer Indemnity

The Customer shall indemnify, defend and hold harmless the Company, its directors, officers, employees, agents and subcontractors against any and all claims, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including legal fees) arising from:

- (a) the Customer's breach of these General Conditions;
- (b) inaccurate or incomplete information provided by the Customer;
- (c) unsafe or undisclosed site conditions;
- (d) the Customer's products, operations or activities; or
- (e) any third-party claim arising out of or relating to the Services, except to the extent caused by the proven negligence or wilful misconduct of the Company.

6.17 Non-Excludable Liability

Nothing in these General Conditions shall exclude or limit liability:

- (a) for death or personal injury caused by the Company's negligence, where such limitation is prohibited by law;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any liability that cannot lawfully be excluded or limited under applicable law.

7. Force Majeure

7.1 Force Majeure Event

The Company shall not be liable for any delay, failure, defect or inability to fulfil any obligation arising from events or circumstances beyond its reasonable control, including but not limited to:

- acts of God;
- earthquakes, floods, fires, storms or other natural disasters;
- epidemics, pandemics or public health emergencies;
- war, armed conflict, terrorism or civil unrest;

- strikes, lockouts or other labour disputes;
- governmental actions, embargoes, sanctions or regulatory restrictions;
- utility failures, power outages or telecommunications failures;
- transportation disruptions;
- cyber-attacks or failures of information technology systems; and
- any other event beyond the reasonable control of the Company.

7.2 Suspension of Performance

Where a Force Majeure Event occurs, the Company may suspend, postpone, modify or delay the performance of the Services without liability for the duration of the Force Majeure Event.

7.3 Extension of Time

Any delivery dates, completion dates, turnaround times, reporting schedules or other contractual deadlines shall be automatically extended for a period reasonably corresponding to the duration and impact of the Force Majeure Event.

7.4 No Liability

The Company shall not be liable for any loss, damage, cost, expense, penalty, business interruption, delay, loss of profit, loss of opportunity or other consequence arising directly or indirectly from a Force Majeure Event.

7.5 Notice

The Company shall use reasonable efforts to notify the Customer of any Force Majeure Event affecting the performance of the Services and to mitigate its effects where reasonably practicable.

7.6 Termination for Extended Force Majeure

If a Force Majeure Event continues for more than **ninety (90) consecutive days** and substantially prevents performance of the Services, either party may terminate the affected Services by written notice without liability, provided that the Customer shall remain liable for all Services performed and all costs and expenses incurred by the Company up to the effective date of termination.

8. Data Protection and Confidentiality

8.1 Data Protection

The Company shall process personal data in accordance with applicable data protection laws, including Regulation (EU) 2016/679 (General Data Protection Regulation – "GDPR") and any applicable national legislation.

8.2 Purpose of Processing

Personal data provided by the Customer may be processed for the purposes of:

- (a) performing and administering the Services;
- (b) complying with legal, regulatory, accreditation and quality requirements;
- (c) invoicing, payment collection and customer relationship management;
- (d) establishing, exercising or defending legal claims; and
- (e) other legitimate business purposes related to the Services.

8.3 Disclosure of Information

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The Company may disclose personal data and related information to affiliated companies, subcontractors, professional advisers, accreditation bodies, regulatory authorities or governmental authorities where necessary for the performance of the Services, compliance with legal obligations or the protection of its legitimate interests.

8.4 Retention of Data

The Company shall retain personal data and related records only for as long as necessary to fulfil the purposes for which they were collected, comply with legal, contractual, regulatory or accreditation requirements, or establish, exercise or defend legal claims.

8.5 Customer Obligations

The Customer warrants that any personal data supplied to the Company has been collected and provided in accordance with applicable data protection laws and that all necessary notices, authorisations and consents have been obtained.

8.6 Confidentiality

The Company shall treat as confidential all non-public information obtained in connection with the Services and shall not disclose such information except:

- (a) with the Customer's prior written consent;
- (b) where required by law, regulation, court order, accreditation requirements or a competent authority;
- (c) where necessary for the performance of the Services, including disclosure to subcontractors, agents or affiliated companies subject to appropriate confidentiality obligations; or
- (d) where the information is publicly available other than through a breach of these General Conditions.

8.7 Data Subject Rights

Individuals whose personal data are processed by the Company may exercise the rights available under applicable data protection legislation, subject to any legal limitations or exemptions.

8.8 Confidential Information after Termination

The confidentiality and data protection obligations set out in this Clause shall survive the completion, suspension, expiration or termination of the Services.

Upon written request and subject to legal, regulatory, accreditation and record-retention requirements, each party shall return or securely destroy the other party's Confidential Information.

Notwithstanding the foregoing, the Company may retain Reports of Findings, laboratory records, quality records, correspondence, personal data and other documentation where required by:

- (a) applicable law or regulation;
- (b) accreditation requirements;
- (c) the Company's quality management system;
- (d) insurance requirements; or
- (e) the establishment, exercise or defense of legal claims.

9. Cybersecurity and Information Security

9.1 Information Security

The Company maintains reasonable administrative, technical and organizational measures designed to protect information, data, reports, electronic records, systems and networks against unauthorized access, disclosure, alteration, loss, destruction or misuse.

The Company does not warrant that its information systems, networks, software, electronic communications or digital platforms will be uninterrupted, error-free or immune from cyber incidents.

9.2 Cybersecurity Events

The Company shall not be liable for any delay, interruption, corruption, loss of data, non-performance, unauthorized access, transmission failure, malware infection, ransomware attack, denial-of-service attack, cyber intrusion or other cybersecurity event arising from circumstances beyond the Company's reasonable control.

Any such event shall be treated as a Force Majeure Event where applicable.

9.3 Electronic Communications

The Customer acknowledges that reports, certificates, invoices, notices and other communications may be transmitted electronically.

Electronic transmission involves inherent risks including interception, corruption, delay, non-delivery, unauthorized modification or loss of data.

Unless caused by the Company's proven gross negligence or wilful misconduct, the Company shall not be liable for any loss arising from the use of electronic communications.

9.4 Customer Cybersecurity Obligations

The Customer shall implement and maintain appropriate cybersecurity measures, including reasonable access controls, password protection, malware protection, backup procedures and system security measures.

The Customer shall immediately notify the Company of any actual or suspected cybersecurity incident that could affect the Services, data, reports, samples, equipment or communications between the parties.

9.5 Electronic Reports and Digital Copies

Reports of Findings, certificates and other deliverables issued electronically by the Company shall be deemed original documents and may be relied upon by the Customer to the same extent as paper originals unless otherwise stated.

The Company shall not be liable for any alteration, modification, manipulation, corruption or unauthorized use of any report or document after transmission to the Customer.

9.6 Third-Party Systems

Where the Services involve the use of third-party software, cloud platforms, data hosting services, communication systems or external networks, the Company shall not be responsible for failures, outages, interruptions, security breaches or data losses attributable to such third-party systems.

9.7 Recovery and Business Continuity

The Company may implement such cybersecurity, business continuity, disaster recovery and incident response measures as it considers appropriate to protect its operations and the integrity of the Services.

The Company reserves the right to suspend, delay or modify the Services where necessary to respond to a cybersecurity threat, incident or vulnerability.

9.8 Limitation of Liability

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Without prejudice to Clause 6 (Liability and Indemnification), the Company shall not be liable for any indirect, consequential, special, punitive or economic losses arising from any cybersecurity incident, including loss of data, business interruption, loss of profit, loss of goodwill, loss of opportunity or ransomware-related costs.

10. Intellectual Property Rights

10.1 Ownership of Intellectual Property

All intellectual property rights, including copyrights, database rights, know-how, methodologies, procedures, software, templates, calculations, technical protocols, formats, systems, reports, certificates and other materials used, developed or provided by the Company in connection with the Services shall remain the exclusive property of the Company or its licensors, as applicable.

Nothing in these General Conditions shall transfer or assign any intellectual property rights to the Customer.

10.2 License to Use Reports

Subject to full payment of all applicable fees, the Customer is granted a non-exclusive, non-transferable and revocable right to use the Reports of Findings, certificates and other deliverables solely for its internal business purposes and for the specific purpose for which the Services were provided.

10.3 Restrictions on Use

The Customer shall not, without the Company's prior written consent:

- (a) alter, modify or amend any Report of Findings, certificate or deliverable;
- (b) reproduce or distribute any Report of Findings, certificate or deliverable in part;
- (c) use any Report of Findings, certificate or deliverable in a misleading or deceptive manner;
- (d) remove, obscure or alter any disclaimer, accreditation reference, logo, trademark or copyright notice;
- (e) use the Company's name, trademarks, logos, accreditation marks or reports for advertising, marketing, promotional or endorsement purposes; or
- (f) create, publish or communicate any statement implying approval, certification, endorsement or guarantee by the Company beyond the scope of the Services actually provided.

10.4 Customer Data and Information

The Customer shall retain ownership of all information, documents, data and materials supplied to the Company by or on behalf of the Customer.

The Customer grants the Company a non-exclusive right to use, process, store, reproduce and disclose such information to the extent reasonably necessary for the performance of the Services, compliance with legal or accreditation requirements, quality assurance activities, or the establishment, exercise or defense of legal claims.

10.5 Use of Results for Quality, Research and Statistical Purposes

The Company may use data, analytical results, technical information and other information generated in connection with the Services for internal quality assurance, method validation, training, research, development, statistical analysis and accreditation purposes, provided that any such use does not disclose the Customer's Confidential

Information or personal data except as permitted by law or these General Conditions.

10.6 Survival

The provisions of this Clause shall survive completion, suspension, expiration or termination of the Services.

11. Miscellaneous

11.1 Amendments and Waivers

No amendment, modification, variation or waiver of any provision of these General Conditions shall be valid unless made in writing and signed by a duly authorized representative of the Company.

No failure or delay by the Company in exercising any right, remedy or power under these General Conditions shall constitute a waiver of that right, remedy or power.

11.2 No Oral Representations

The Company shall not be bound by any oral statement, representation, warranty, undertaking or assurance unless expressly confirmed in writing by a duly authorized representative of the Company.

11.3 Severability

If any provision of these General Conditions is held by a court or competent authority to be invalid, illegal or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

If such modification is not possible, the relevant provision shall be deemed severed and the validity, legality and enforceability of the remaining provisions shall not be affected.

11.4 Entire Agreement

These General Conditions, together with any quotation, order confirmation, scope of work or other written agreement issued by the Company, constitute the entire agreement between the parties in relation to the Services.

Each party acknowledges that it has not relied upon any representation, statement, assurance, undertaking or warranty not expressly set out in these General Conditions or the relevant written agreement.

11.5 Notices

Any notice given under these General Conditions shall be in writing and delivered by hand, courier, registered post or electronic mail to the address or email address notified by the relevant party.

A notice shall be deemed received:

- a) if delivered by hand, at the time of delivery;
- b) if sent by courier or registered post, two (2) business days after dispatch;
- c) if sent by electronic mail, at the time of transmission, provided no delivery failure notification is received.

11.6 Non-Solicitation of Personnel

During the performance of the Services and for a period of **twelve (12) months** thereafter, the Customer shall not, directly or indirectly, solicit, recruit, employ or engage any employee of the Company who has been materially involved in the provision of the Services, unless otherwise agreed in writing by the Company.

11.7 Use of Company Name and Marks

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The Customer shall not use the Company's name, trade name, trademarks, logos, accreditation marks, reports, certificates or other identifying marks for advertising, marketing, promotional or endorsement purposes without the Company's prior written consent.

11.8 Assignment

The Customer shall not assign, transfer or otherwise dispose of any of its rights or obligations under these General Conditions without the prior written consent of the Company.

The Company may assign or transfer its rights and obligations to any affiliated company or successor entity.

12. Governing Law, Jurisdiction and Dispute Resolution

12.1 Governing Law

Unless otherwise expressly agreed in writing, these General Conditions and any contractual relationship arising out of or in connection with the Services shall be governed by and construed in accordance with the laws of the Hellenic Republic, excluding any conflict of law provisions.

12.2 Good Faith Resolution

The parties shall use reasonable efforts to resolve amicably, through good-faith negotiations, any dispute, controversy or claim arising out of or in connection with the Services or these General Conditions before commencing formal legal proceedings.

12.3 Mediation

If a dispute cannot be resolved through negotiations **within thirty (30) days** from written notification of the dispute, either party may propose that the dispute be submitted to mediation in accordance with the applicable mediation laws of the Hellenic Republic.

Participation in mediation shall not prevent either party from seeking interim or conservatory measures from a competent court where necessary to protect its rights or interests.

12.4 Jurisdiction

Subject to Clause 11.3, the courts of Athens, Greece, shall have exclusive jurisdiction to hear and determine any dispute, controversy or claim arising out of or in connection with these General Conditions, the Services or any contractual relationship between the parties.

12.5 Continued Performance

Unless prevented by the nature of the dispute, the parties shall continue to perform their respective obligations under these General Conditions during the resolution of any dispute.