



Standard Terms & Conditions of Service (September 2015)

1. General

1.1. These Conditions of Sale, hereinafter called "General Conditions", shall constitute the whole of the contract between you, hereinafter called "the Customer", and SPECTRUMLABS S.A., hereinafter called "the Company", with respect to the services or products detailed in any order, acknowledgement of order, delivery note and/or invoice which shall apply to the exclusion of any other terms or conditions.

1.2. Delivery of samples by the Customer to the Company for analysis or for any purpose, shall be deemed to constitute acceptance of these Conditions of Sale. Company will only accept samples for analysis or other work on the basis of these Conditions of Sale shall apply to the exclusion of any other terms or conditions, unless otherwise specifically agreed in writing. These General Conditions shall be governed by Greek law.

1.3. The Company acts for the Customer from whom the instructions to act have originated. No other party is entitled to give instructions, unless so authorized by the Customer and agreed by the Company. The Company will however be deemed irrevocably authorized to deliver at its discretion the report or the certificate resulting there from (the "Reports of findings") to a third party if following instructions by the Customer a promise in this sense had been given to this third party or such a promise implicitly follows from circumstances, trade custom, usage or practice.

2. Services

The Company will provide services in accordance with:

2.1. The Customer's specific instructions as confirmed by the Company

2.2. the terms of the Company's Standard Order Form and/or Standard Specification Sheet if used;

2.3. any relevant trade custom, usage or practice;

2.4. such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.

2.5. All enquiries and orders for the supply of services must be accompanied by sufficient information specifications and instructions to enable the Company to evaluate and/or perform the services required.

2.6. Documents reflecting engagements contracted between the Customer and third parties, or third parties' documents, such as copies of contracts of sale, letters of credit, bills of lading, etc., are (if received by the Company) considered to be for information only, without extending or restricting the mission or obligations accepted

2.7. Subject to the Customer's instructions as accepted by the Company, the Company will issue reports and certificates which reflect statements of opinion based on Reports of Findings made with due care within the limitation of instructions received but the Company is under no obligation to refer to or report upon any facts or circumstances which are outside the specific instructions received.

2.8. Information stated in Reports of Findings is derived from the results of testing or analysis procedures carried out in accordance with the instructions of the Customer, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.

2.9. Reports or certificates issued following testing or analysis of samples contain the Company's specific opinion on those samples only but do not express any opinion upon the bulk from which the samples were drawn.

2.10. It is important to ensure that any sample sent out for analysis is representative of the area requiring analysis.

2.11. Should the Customer request that the Company witness any third party intervention, the Customer agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. The Customer agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied the qualifications, actions or omissions of third party personnel or the analysis results.

2.12. Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2.1. The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.

2.13. The Company may delegate the performance of all or part of the services to an agent or subcontractor and the Customer authorizes the Company to disclose all information necessary for such performance to the agent or subcontractor.

2.14. If the requirements of the Customer necessitate the analysis of samples by the Customer's or by any third party's laboratory the Company will pass on the result of the analysis but without responsibility for its accuracy. Likewise, where the Company is only able to witness an analysis by the Customer's or by any third party's laboratory the Company will provide confirmation that the correct sample has been analyzed but will not otherwise be responsible for the accuracy of any analysis or results.

2.15. The Company may provide the Customer or the Customer's representative reasonable access to relevant areas of the laboratory for the witnessing of tests performed for the customer; this can be accomplished by appropriate request and fee.

2.16. The Customer acknowledges that the Company, by providing the services, neither takes the place of the Customer or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of the Customer to any third party or that of any third party to the Customer.

2.17. Archiving of reports, certificates and sample material.

- i) Technical reports (test reports, test certificates, examination reports, etc.) will be archived for a period of 10 years.
- ii) All samples shall be retained for a minimum of 1 week up to a maximum of 1 month or such other shorter time period as the nature of the sample permits.
- iii) Return of test specimens and samples may be agreed with the Customer and can be documented in writing, if necessary. The Customer will be billed a handling and freight fee if samples are returned.
- iv) After expiry of the respective storing or archiving periods, reports will be destroyed and test specimens as well as samples scrapped, unless instructed otherwise by the Customer. Storage of samples for more than 1 month shall incur a storage charge payable by Customer.

We reserve the right to use any data obtained from analysis for scientific use at our discretion.



3. Obligations of Customer

The Customer will:

- 3.1. ensure that instructions to the Company and sufficient information and documents are given in due time (and in any event not later than 48hrs prior to the desired intervention) to enable the required services to be performed effectively.
- 3.2. procure all necessary access for the Company's representatives to enable the required services to be performed effectively.
- 3.3. supply, if required, any special equipment and personnel necessary for the performance of the required services;
- 3.4. ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether requested or not.
- 3.5. take all necessary steps to eliminate or remedy any obstruction to or interruptions in the performance of the required services.
- 3.6. inform the Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- 3.7. fully exercise all its rights and discharge all its liabilities under any related contract whether or not a report or certificate has been issued by the Company failing which the Company shall be under no obligation to the Customer.

4. Fees and Payment

- 4.1. The Customer will punctually pay, not later than 30 (thirty) days after the relevant invoice date or within such other period as may have been agreed in writing by the Company, all proper charges rendered by the Company failing which statutory interest on arrears will become due from the due date up of invoice until payment.
- 4.2. The Customer shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- 4.3. The Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- 4.4. The Customer shall pay all of the Company's collection costs, including attorney's fees and related costs.
- 4.5. In the event any unforeseen problems or expenditure arise in the course of carrying out the services the Company shall endeavor to inform the Customer and shall be entitled to make additional charges to cover extra time and cost necessarily incurred to complete the services.
- 4.6. In the event of the Company being prevented from performing or completing all or part of any service for which an order has been given or an agreement made by reason of any cause whatsoever outside the Company's control including failure by the Customer to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
 - i) the amount of all abortive expenditure actually made or incurred
 - ii) a proportion of the agreed fee or commission equal to the proportion (if any) of the service actually carried out; and the Company shall be relieved of all responsibility whatsoever for the partial or total non-performance of the required service.

5. Suspension or Termination of Services

Without prejudice to any other rights or remedies which it may have, the Company may terminate any or all contracts for the provision of services pursuant to these General Conditions without liability to the Customer immediately on giving notice to the Customer if:

- 5.1. The Customer commits a material breach of any of the terms of these General Conditions and (if such a breach is remediable) fails to remedy that breach within 30 days of the Customer being notified in writing of the breach; or
- 5.2. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by the Customer
- 5.3. if the samples have not been correctly collected or packaged, or/ and the samples are hazardous or injurious to health or for any other reason at our sole discretion.
- 5.4. On termination of any or all contracts for the provision of services for any reason:
 - i) The Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
 - ii) the accrued rights of the parties as at termination shall not be affected.

6. Liability and Indemnification

The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate insurance.

- 6.1. The Company undertakes to exercise due care and skill in the performance of its services and accepts responsibility only where such skill and care is not exercised and negligence against the Company is proven.
- 6.2. Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, the Customer and solely for the benefit of the Customer who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to the Customer nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- 6.3. The Company will, at its own option, repeat any analysis or review any reports at its own cost which are not of satisfactory quality and which are notified as such within 14 days of delivery and this shall be its own sole liability in relation to such goods. Where the Company accepts responsibility for such services or products, will (as its final liability) at its own option repeat any analysis or review any reports or give the Customer a credit note for the value of the services or products.
- 6.4. The Company shall not be liable in respect of the suitability of our services or products for any particular purpose, even if these purposes have been discussed with it or where in good faith it has suggested a particular course of action.
- 6.5. The Company shall not be liable for decisions made or expenditure incurred on the basis of the information provided in any report or analysis or consequential or indirect loss including loss of profit, business, contracts, revenues or anticipated savings.
- 6.6. Any samples provided by the Customer to the Company will have



no commercial or other value and we will not be liable in any way for the cost of any samples or the cost of obtaining any subsequent samples for any reason whatsoever.

6.7. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by the Customer to comply with any of its obligations hereunder.

6.7.1. The Company shall not be liable for damage, shortage or loss in transit of samples sent to it.

6.7.2. The Customer shall be responsible to ensure that all samples are correctly packaged and the Company will not be liable for any delivery costs in excess of cost of postage provided by it.

6.7.3. Proof of posting will not be accepted as proof of receipt by the Company

6.8. The liability of the Company in respect of any claims for loss, damage or expense of whatsoever nature and howsoever arising in respect of any breach of contract and/or any failure to exercise due skill and care by the Company shall in no circumstances exceed a total aggregate sum equal to 3 (three) times the amount of the fee payable in respect of the specific service required under the particular contract with the Company which gives rise to such claims provided however that the Company shall have no liability in respect of any claims for indirect or consequential loss including loss of profit and/or loss of future business and/or loss of production and cost of product recall and/or cancellation of contracts entered into by the Customer. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Customer.

6.9. All times and dates for delivery or completion of services are given as a best estimate and are approximate only and shall not be the essence of the contract. The Company will not be liable for any loss or damage resulting from any delay howsoever caused and you shall not be entitled to rescind or avoid the contract by reason of any such delay.

6.10. Unless excluded by the Company's acknowledgement of order, the Company may deliver goods to the Customer by instalments and invoice accordingly 2.5.

6.11. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these General Conditions

6.12. In the event of any claim, the Customer must give written notice to the Company within 7 calendar days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one month from:

- i) the date of performance by the Company of the service which gives rise to the claim; or
- ii) the date when the service should have been completed in the event of any alleged nonperformance.

6.13. The Customer shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

6.14. Nothing in these General Conditions limits or excludes the liability of the Company:

6.14.1. for death or personal injury resulting from negligence; or

6.14.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or

6.14.3. for any liability which cannot be restricted or excluded by law.

7. Miscellaneous

7.1. No alteration, amendment or waiver of any of these General Conditions shall have any effect unless made in writing and signed by an officer of the Company.

7.2. The Company will not be bound by any oral warranty purported to be given by us or on our behalf unless it is confirmed in writing, such confirmation to be signed by us or a person authorized by us to sign on our behalf.

7.3. If any provision (or part of a provision) of these General Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.4. If any invalid, unenforceable or illegal provision would be valid enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

7.5. Each of the parties acknowledges and agrees that, in entering into any contract for the provision of services pursuant to these General Conditions it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these conditions or not) relating to the subject matter of these General Conditions, other than as expressly set out in or referred to in these General Conditions.

7.6. Notices given under these General Conditions shall be in writing, sent for the attention of the person, and to such address or fax number as the relevant party may notify to the other party from time to time and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this Condition 27 is not within business hours (meaning 9.00 am to 5.00 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

7.7. During the course of providing the services and for a period of one year thereafter the Customer shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.

7.8. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorization.

8. Governing Law, Jurisdiction and Dispute Resolution

Unless specifically agreed otherwise, any dispute or claim arising out or in connection with Contractual Relationship(s) hereunder shall be governed by, and construed in accordance with the substantive laws of Hellenic Republic.