

LABB 21

General Supply Regulations for Assignments within the Laboratory Sector.

Adopted by the Föreningen ackrediterade Laboratorier on 5 May 1991, revised on 22 April 2005, 9 September 2005, 8 April 2008, 16 November 2009, 8 June 2016 and 11 June 2021.

Föreningen ackrediterade Laboratorier (“the Swedish Association of Accredited Laboratories”), FaL, is an association of private Laboratory companies whose business idea is to deliver Analysis services to companies and organizations. Membership of FaL is a guarantee that the Laboratory is not in such a relationship to another party as may impact financially or otherwise on the content of the Laboratory’s Analysis work relating to an Assignment.

When are these regulations implemented?

The general regulations stated below are intended to be implemented in all Assignments the Laboratory carries out for the Customer and in all agreements and transactions between the Laboratory and the Customer. They also apply to all undertakings according to these regulations, even if they arise at a later date but are attributable to the original agreement between the Laboratory and the Customer. Other general regulations or separate agreements referred to by the Customer, for example in conjunction with confirmations or invoicing or other transactions, are not applicable between the Laboratory and the Customer. In order to be applicable, all additions to these general regulations, in appendices and other documents appended to these regulations, shall be signed by both the Customer and the Laboratory.

Definitions of concepts

Customer refers to Customer (companies and organizations) who commission a Laboratory to carry out an Assignment.

Laboratory refers to the Laboratory that performs the Assignment.

Assignment refers to a collective name for the Analysis services the Laboratory undertakes in agreement with the Customer and on behalf of the Customer.

Laboratory Activity refers to all or parts of analyses in the Assignment that the Laboratory delivers to the Customer.

Sample refers to the material that the Customer wishes to have analysed in an Assignment.

Sample Result refers to the outcome of all ordered analyses on the test within the Assignment.

Analysis refers to an individual or multiple determination made on one or more Samples within the Assignment.

Analysis Report refers to a document that includes Sample Results and completes all or parts of the Assignment.

Analysis Work means the whole or part of the Analysis within the Assignment that the Laboratory delivers to the Customer.

Written Confirmation refers to confirmation sent by letter, e-mail or any other form of transmission where the content can be verified.

1. Introduction

These regulations shall be applicable to the extent divergences are not made by means of written agreement. These provisions shall apply insofar as deviations do not occur by written agreement.

2. Tender

2.1 Unless otherwise stated in writing, the tender is valid for 30 days from the date the same was sent from the Laboratory to the Customer.

2.2 All data and specifications stated by the Laboratory that describe Analysis capacity, prices, technical design and similar and are expressed in catalogues, brochures, advertising, information folders, image material, product sheets, websites and similar are approximate and binding on the Laboratory only in the event the Laboratory has referred to such information in writing and stated it explicitly in the agreement with the Customer. All information, stated above, remains the intellectual property of the Laboratory. Such information may not be used, copied or disclosed to third parties for information, be published or in any other way made available without the written approved of the Laboratory.

2.3 If the Customer does not accept the tender, he is obliged to notify the Laboratory immediately and return to the Laboratory all information mentioned in section 2.2. All documents including technical data, which are attached to the tender, or which were later sent from the Laboratory to the Customer, during the work on the tender, constitute the latest possible information available at the Laboratory. Such documents and information also remain the intellectual property of the

Laboratory and shall be handled as described in section 2.2.

2.4 Unless otherwise stated, the Laboratory is entitled to debit a reasonable fee for work with tenders where the Customer has requested the Laboratory to submit such.

2.5 The Laboratory's tender shall state which Analysis the Laboratory is accredited for and which Analysis parameters the Laboratory has commissioned from subcontractors. However, the Laboratory reserves the right to use a subcontractor for Analysis that the Laboratory normally performs under its own auspices in the event of work peaks or technical problems. For practical reasons, it can then be difficult to announce this in advance. If this has happened, this will be stated on the Analysis protocol.

2.6 All prices quoted are exclusive of VAT.

2.7 The Laboratory is entitled, every six months in arrears, to index adjust the price stated in the tender in accordance with K84.

3. Scope of the assignment

3.1 The Laboratory shall within a reasonable time confirm the Customer's order with a Written Confirmation. The Assignment is considered to have commenced on the day when the Laboratory has sent such a confirmation of the Assignment to the Customer at the address specified by the Customer.

3.2 In the event there is a difference between the Laboratory's tender and the Customer's acceptance, the scope of the Assignment shall be determined by the Laboratory's Written Confirmation of the Assignment (order confirmation). As a basis for the Assignment, the Customer shall provide the Laboratory with information about the scope, volume or any other circumstance of the Analysis that the Laboratory requests and that is of importance for the execution of the Assignment. The Laboratory shall announce an approximate time when the Assignment shall be completed.

3.3 The Assignment shall state a schedule which states when all or parts of the Assignment are to be reported. The assignment must also state at what times the Customer shall provide the Laboratory with Samples.

4. Handling of the assignment

4.1 Sample preparation is done to the extent specified by the Assignment. If it is not clear from the Assignment whether a certain Sample preparation is covered or not, and its commencement or completion is of significant importance for the Result, and the Customer's consent cannot be obtained, the Laboratory has the right to independently decide to continue the work and receive reasonable compensation for it.

4.2 The Laboratory chooses the appropriate scope and/or Analysis methodology if the Customer has not stated nor agreed otherwise. The scope of the Analysis/methodology will then be the one that is applicable on the basis of the current

constitution/regulation or what the Laboratory deems relevant for the Customer.

4.3 The Laboratory's specifications for the completion of the Assignment shall state the volume of the Sample, the need for preservation, mode of transport, packaging or other essential information for Laboratory Activity.

4.4 The Customer shall, at its own expense, at the request of the Laboratory, obtain parts of the above information and make markings on consignments in such a way that the Laboratory does not need to take action to trace the origin of the consignment or the like. If the Customer fails in these respects, the Laboratory is entitled to charge reasonable compensation for any additional work that this entails.

4.5 The Customer bears the cost of transports and test bottles or other packaging that the Laboratory provides for the implementation of the assignment.

4.6 The Customer is responsible for the Sample arriving at the Laboratory. In the event that the Sample is sent in accordance with the Laboratory's designated logistics solutions, or another specific agreement has been reached between the Customer and the Laboratory, and the Sample is damaged or missing during transport, the Laboratory compensates for the damage. Compensation is never paid to a greater extent than the compensation hired by the transport company or its insurance company when settling the damage.

4.7 The Customer shall guarantee that no Test entails any danger either on site, during transport, in the Laboratory or in any other way affecting premises, instruments, staff or representatives. It is the Customer's responsibility to ensure that the provisions on hazardous waste and all other relevant legal requirements and legal obligations are complied with, including information, transport and disposal, and to inform Laboratory staff or representatives of any health and safety risks of the Test, including any known or suspected toxins or other contaminants that may be present in the Sample and its probable level of contamination as well as the risks to the Laboratory's premises, instruments, personnel and representatives related to the contamination.

4.8 The Client is responsible for and shall indemnify the Laboratory from all costs, claims, obligations and damages that may arise or be directed at the Laboratory or its staff or representatives, including at the sampling site, during transport or in the Laboratory due to The Customer's Sample or of the conditions at the sampling site.

4.9 The Customer shall bear all extraordinary costs for the adequate disposal of hazardous waste attributable to the Sample, regardless of whether it is described as hazardous waste or not. At the request of the Laboratory, the Customer shall provide the Laboratory with the exact composition of the Samples.

5. Reporting of the Assignment

5.1 The Laboratory only notifies Analysis Results within the Assignment to the Customer at the address where it

has been agreed that the Assignment shall be sent to in accordance with section 3.1.

5.2 In the event the Customer wishes that Results within the Assignment are communicated to more units than where the confirmation in accordance with 3.1 has been sent, the Laboratory is entitled to charge reasonable costs for this work.

5.3 It is the Customer's responsibility to ensure that the Analysis Report issued by the Laboratory is not copied or reproduced in any other way for purposes other than in relation to the original Sample. Under no circumstances may the Customer manipulate or distort the Analysis Report or the Result from the Laboratory. The Analysis report must always be reproduced in full. If the Customer wishes to publish or otherwise disseminate the test Results to outsiders with reference to the Laboratory, the Laboratory's prior written approval is required.

5.4 Laboratory activities are performed impartially and under great secrecy.

5.5 The Laboratory does not provide any information regarding the Analysis Report without the Customer's approval. Information about Analysis Result may be communicated to authorities, if required by law or regulation.

5.6 The Laboratory always uses the same decision rule which means that the stated measurement uncertainty is not taken into account when comparing against limit values, provided that nothing else is stated in the standard in which the assessment is performed.

6. Delayed payment

6.1 Special agreement should be reached regarding late fees.

6.2 If the Laboratory finds that the Assignment cannot be completed or that the Analysis Result cannot be delivered at the agreed time, the Laboratory shall notify the Customer without delay. The message must subsequently be able to be proven / verified if the Customer so requires. If delivery cannot take place at the agreed time and this is due to circumstances that the Laboratory could not reasonably have foreseen when the Sample was submitted, the Laboratory is exempted from late fees.

6.3 In order for the Customer to claim that a delay fee must be paid, the Laboratory must be notified by the Customer within ten days from the day on which delivery of the Analysis Results would have taken place. At that time, the Customer must also specify his claim.

6.4 If the time for delivery of the Analysis Result is exceeded and the delay is due to a reason other than stated above in section 6.2 or below in section 7.2, or if the Laboratory has not notified the Delay to the Customer before such time, and in the event a special agreement regarding late fees are lacking, the Customer is entitled to receive a late charge that corresponds to no less than:

a) 5 per cent of the price for the Analysis Sample for each working day started for which the delay has lasted if the agreed delivery time was not longer than three working days; or

b) 5 per cent of the price for the Analysis Sample for each working week started for which the delay has lasted if the agreed delivery time was longer than three working days.

6.5 In the event that no special agreement regarding delay fees has been reached, the delay fee may not exceed 15 per cent of the price for the Analysis Sample. Delay fees are never paid in cases where the Customer has given rise to the delay.

7. Damages

7.1 The liability for damages only covers compensation for direct costs of the contracting party for error or negligence, see further under section 9. Damages do not include injury or loss to any third party or other indirect damage (indirect loss) such as loss of profit, expected saving, loss of income or other general property damage. The Laboratory's liability does not cover injury or loss caused by the Customer, such as the Customer providing incorrect information or without the Laboratory's approval changed in the Results provided by the Laboratory.

7.2 In order for the Customer to be entitled to terminate the Assignment prematurely in accordance with section 6 above by terminating the agreement, making a price reduction or claiming damages, the Customer and the Laboratory must have entered into a special written agreement that this can be done.

7.3 The Laboratory shall state an approximate time when the Assignment shall be ready. If the completion of the Assignment is delayed and it is not due to the Laboratory, the Laboratory has the right to compensate for the additional costs that the extension of time may entail.

8. Complaint

A Customer who wishes to claim that errors have been committed in the Analysis Work must promptly notify the Laboratory immediately after receiving the Analysis Result. Within ten days, calculated from the day on which such notice was given, the Customer shall notify the Laboratory in detail and in writing of what the error consisted of.

9. Warranty

The Laboratory is liable for damages that can be attributed to inaccuracies in the Analysis Report in accordance with the wording under section 7. In order for damages to be payable, the Customer shall report the scope of the damage and any claim to the Laboratory within ten days from receiving Analysis Report. The Customer is not entitled to any remuneration over or above what the Laboratory's insurance company pays out in conjunction with settlement of the claim.

10. Payment

10.1 Payment shall be made by the Customer in the manner and time specified in the Written Confirmation of the Assignment. In the absence of regulations, payment shall be made no later than 30 days after the invoice has been issued. In the event the Analysis Report is postponed as a Result of changes or additions to the Assignment, which is due to the Customer, the Laboratory is entitled to partial payment at the time the original Analysis Report should have been completed.

10.2 Acceptance or other undertaking is not considered as payment until full settlement has been made. If any reasonable cause arises to assume that the Customer will be unable or does not intend to fulfil its payment obligation or other obligations within the Assignment, the Laboratory is entitled to demand the requisite security from the Customer. If security that is acceptable to the Laboratory is not offered, the Laboratory is entitled to terminate the assignment in whole or in part without presenting an Analysis Report.

10.3 In the event of failure to pay, the Laboratory shall be entitled to charge interest according to the Swedish Interest Law (Räntelagen (1975:635)) as from the due date on that part of the invoiced amount including value added tax that has not been paid. Payment is deemed to have been made on the day the Laboratory can dispose of the money.

10.4 In the event of a change in exchange rate, the Laboratory is entitled to make the corresponding adjustment to tenders awaiting acceptance and work started. In the event a payment reminder is sent, the Laboratory is entitled to charge a reasonable fee for this.

11. Personal data management

The Client hereby agrees with and agrees that his name, address, telephone number, e-mail and other relevant personal data are collected, processed, and stored by the Laboratory through electronic data processing, on electronic or other media, online or manually as prescribed in for current personal data legislation. The purpose of the storage and processing of the above-mentioned personal data is to be able to utilize and perform the rights and obligations according to the assignment on which the Customer has entered into an agreement with the Laboratory, and to otherwise be able to perform processing necessary to safeguard the party's legitimate interests.

12. Grounds for Exemption

12.1 A party is exempted from sanctions for failure to fulfil a certain obligation according to this agreement if the failure is caused by a circumstance of the nature stated below ("Exempting Circumstance") and the circumstance prevents, makes considerably more difficult or delays the fulfilment thereof. Events such as measures or failures by public authorities, new or amended legislation, labour market conflict, blockade, fire, flood, or large-scale accident shall be deemed to be such Exempting Circumstances.

12.2 A party that claims exemption according to the provisions above shall inform the other party thereof without delay.

12.3 Irrespective of what is stated above in relation to exemption from sanctions, a party may give notice of immediate termination of the agreement if the fulfilment of a certain obligation is delayed for more than 3 months

13. Disputes

13.1 Any dispute relating to the creation, interpretation or implementation of this agreement, and any agreement and legal circumstances arising therefrom shall be determined by arbitration according to the Expedited Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. In the event the amount claimed in the case exceeds SEK 5 million, the dispute shall however be determined by arbitration according to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

13.2 Notwithstanding what is stipulated above, a party may bring an action before a competent Swedish general court which obviously does not at the time of bringing the action refer to amounts higher than ten (10) basic amounts according to the Act on general insurance (Lag (1962: 381) om allmän försäkring).

13.3 The Laboratory has the right to use a general court to collect a claim due for payment.

13.4 Swedish law shall apply to this agreement.

14. Prescription

Any claim against the Laboratory becomes void if arbitration according to section 13 is not initiated within one year from the date the Analysis Report from the Laboratory should have been submitted.