

GENERAL TERMS AND CONDITIONS FOR THE PROVISION OF TESTING SERVICES

1. Introductory Provisions

These General Terms and Conditions govern the rights and obligations between the testing laboratory as the provider of testing services (hereinafter referred to as the "Laboratory") and the customer ordering such services (hereinafter referred to as the "Customer").

These General Terms and Conditions form an integral part of the Laboratory's quotation and are made available to the Customer together with the quotation; the current version is also available on the Laboratory's website. Upon acceptance of the quotation by the Customer, or upon confirmation or acceptance of the Customer's order by the Laboratory, a contractual relationship is established between the Laboratory and the Customer, the content of which consists in particular of the relevant quotation or order and these General Terms and Conditions. Any business, purchasing or other similar terms and conditions of the Customer shall not apply to the contractual relationship unless the Laboratory expressly agrees to their application in writing.

2. Scope and Nature of the Services Provided

The Laboratory provides testing services within the scope and under the conditions specified in the quotation, order or other written agreement with the Customer. Testing constitutes a professional activity consisting in the determination of properties or parameters of the test item in accordance with the relevant test methods, technical standards or other agreed procedures. Test results relate to the test item within the scope and under the conditions stated in the test report. Performance of a test does not in itself constitute product certification, product approval, assessment of suitability for a particular use, or confirmation of compliance with all applicable legal or technical requirements, unless expressly agreed otherwise.

3. Establishment and Amendment of the Contractual Relationship

The contractual relationship is established upon acceptance of the quotation by the Customer, or upon confirmation or acceptance of the order by the Laboratory. Acceptance of the quotation may also include other unequivocal conduct by the Customer confirming agreement with its content, in particular the delivery or dispatch of test samples to the Laboratory for the purpose of carrying out the agreed tests. Changes to the scope of testing, methods used, deadlines, price or other conditions of the order may be agreed in writing, including by electronic communication. The Laboratory is entitled to refuse, suspend or interrupt testing, in particular where the Customer fails to provide the necessary cooperation or information, supplies samples that are unsuitable or hazardous for testing, or where other objective reasons prevent the proper performance of the tests.

4. Test Samples and Customer Responsibility

The Customer is responsible for the correct identification, condition and safety of the samples supplied and for providing all information necessary for their safe handling and performance of the requested tests. The Customer acknowledges that, during testing, the properties of the test sample may change or the sample may be damaged or completely destroyed where such consequence forms part of, or is a usual consequence of, the test method used. Unless otherwise agreed in writing in advance, the Laboratory is not obliged to return samples to the Customer after completion of the tests. Unless otherwise agreed with the Customer, uncollected samples may be disposed of by the Laboratory after 14 days from the delivery or dispatch of the test results. Costs associated with the return, storage or any special disposal of samples may be charged to the Customer.

5. Performance of Tests and Externally Provided Activities

Tests are performed in accordance with the relevant test methods, technical standards and Laboratory procedures and, in the case of accredited activities, in accordance with the requirements of EN ISO/IEC 17025. In justified cases, the Laboratory is entitled to have certain activities performed by an external provider in accordance with the requirements of the applicable Laboratory management system and EN ISO/IEC 17025. Where required by the applicable requirements or by the nature of the order, the Laboratory shall inform the Customer of externally provided activities and obtain the Customer's consent. Unless expressly agreed otherwise, the test report does not include an expert interpretation of the results.

6. Test Report and Its Use

The result of the testing activity is a test report or another agreed output. The test report relates only to the items, samples or materials that were actually subject to the tests performed, unless otherwise stated in the report. The test report may be reproduced or published only in full unless otherwise agreed in writing in advance. The Customer must not use the test results in a misleading manner or in a way that creates the impression that the Laboratory has performed certification, approval or assessment of the product beyond the activities actually carried out.

Where the agreed service includes a statement of conformity with specified requirements, the Laboratory shall apply the agreed decision rule in accordance with the requirements of EN ISO/IEC 17025 and taking into account ILAC-G8:09/2019. Unless another decision rule is specified in the quotation, order, relevant test method, technical standard, legal regulation or other binding specification, the Laboratory shall apply the decision rule agreed with the Customer during the review of the request for testing. Where a report is issued without reference to accreditation, the recognition arising from the relevant multilateral agreements applicable to accredited results does not apply to the results stated therein.

7. Price and Payment Terms

The price of testing services is specified in the Laboratory's quotation or, where applicable, in another written agreement with the Customer.

The Customer is obliged to pay the price for the activities actually performed. Additional activities beyond the originally agreed scope are charged separately. The price is payable within the period stated on the invoice, normally within 14 days from the date of issue. In justified cases, a different payment period may be agreed in writing. The Laboratory is entitled to require an advance payment or payment of the price before testing commences or before the test report is issued. If the Customer is in default with payment of a monetary obligation, the Laboratory is entitled to suspend further testing, acceptance of further orders or release of test results, unless otherwise stipulated by law or another binding requirement. In the event of the Customer's default, the Laboratory is entitled to claim statutory default interest unless otherwise agreed in writing between the parties.

Invoices are issued exclusively in electronic form. The Customer is obliged to provide the Laboratory with an e-mail address designated for the delivery of invoices. All prices quoted by the Laboratory are exclusive of VAT unless expressly stated otherwise. VAT at the statutory rate shall be added to the price.

8. Claims and Complaints

The Customer is entitled to submit a claim or complaint concerning the testing service provided in writing, including by electronic communication, without undue delay after becoming aware of the circumstances giving rise to it. The Laboratory shall assess and handle the claim or complaint in accordance with its applicable procedures and, in the case of an accredited activity, with the requirements of EN ISO/IEC 17025.

The mere fact that a test result does not meet the Customer's expectations shall not in itself constitute grounds for a claim, provided that the test was performed correctly in accordance with the agreed test method.

9. Confidentiality, Liability and Force Majeure

The Laboratory shall maintain the confidentiality of information obtained or created in the course of providing testing services in accordance with applicable legal regulations, contractual obligations and the requirements of EN ISO/IEC 17025. Where the Laboratory is required to disclose information pursuant to a legal regulation, a decision of a competent authority or requirements relating to accreditation, it shall proceed to the extent required by such requirements. The Customer is not entitled to present test results in a manner that creates the impression that they constitute certification, approval or recommendation of the product by the Laboratory unless such activity was expressly included in the agreed service. The Laboratory is responsible for the professional and proper performance of the agreed testing activities. The Laboratory shall not be liable for damage arising from incorrect, incomplete or misleading information provided by the Customer, nor for the consequences of using the test results in a manner or for a purpose for which they were not intended. To the extent permitted by applicable law, the Laboratory shall not be liable for indirect or consequential loss, in particular loss of profit or loss of business opportunity, arising in connection with the use of test results. Neither party shall be liable for a breach of its obligations caused by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will which temporarily or permanently prevents it from fulfilling the relevant obligation.



10. Final Provisions

The contractual relationships between the Laboratory and the Customer shall be governed by the laws of the Czech Republic. If any provision of these General Terms and Conditions becomes invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In the event of a conflict between the quotation or another individual written agreement between the parties and these General Terms and Conditions, the individual written agreement shall prevail.

These General Terms and Conditions shall enter into effect on 1 September 2026.