



ALS Laboratory Group General Terms & Conditions

- 1) ALS Laboratory Group (hereafter referred to as "ALS") will provide the services described in the accompanying tender, quotation letter, fax or e-mail, on the basis of a written confirmation thereof by ALS, which will conclude execution of a particular agreement on the provision of the relevant services to the Client in a particular case (hereafter referred to as the "Agreement").
- 2) ALS will provide the services under the previous sentence (hereafter referred to as the "Services") by exercising the same degree of skill, care and diligence that would be exercised by professional services providers in similar circumstances.
- 3) The placement of an order for or receipt of samples for analyses based on the Agreement will constitute acceptance of these Terms & Conditions by the client.
- 4) The Agreement is valid for 6 months from the date of its execution, unless specifically indicated otherwise.
- 5) ALS reserves the right to review prices at any time, in particular, to reflect any and all significant changes of its costs being beyond its control, including without limitation the changes resulting from the changes in legislative requirements, or Client's variations to sample number, analyses requested, turnaround required, reporting requirements and such. Changes to the price list shall be otherwise implemented in accordance with Article 4 of the general contract for work, concluded by and between ALS and the Client (hereafter referred to as the "General Contract").
- 6) Payment terms for the services provided shall be 30 days from the date of receipt of the ALS' invoice by the Client, unless otherwise agreed in writing prior to sample submissions.
- 7) To the full extent permitted by law ALS excludes all warranties, terms, conditions or undertaking ("terms") whether expressed or implied, in relation to the services, the report, or its content. Where any legislation implies any terms in this Agreement that cannot be modified or excluded them such terms shall deem to be included. However, to the full extent permitted by law, ALS' liability to the Client is limited, at ALS' option, to the re-performance of the services or the refund of the service fee. In any event, to the full extent permitted by law, ALS shall not be liable to the Client for any damages or losses associated with a particular service exceeding the amount of service fee for the performance of such service.
- 8) Without limiting the generality of clause 7, it is agreed that, to the full extent permitted by law having jurisdiction, ALS will not be liable to the Client or any other person for any special, indirect or consequential damages arising from the Client's use of ALS's services or reports.
- 9) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims, proceedings or demands (including any costs and expenses if defending the same) which may be brought against it or them, in respect to any loss, death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of samples or the use the results of provision of services, including in particular the report of ALS. For the purposes of this section 9, ALS shall mean also legal entities and its branches belonging to ALS Laboratories Group abroad, since the provision of services is associated with involvement of several entities belonging to ALS Laboratories Group.
- 10) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the service, report and its content.
- 11) The service provided is subject to detection limits and confidence intervals inherent in ALS' current methodology. It is the Client's responsibility to inform him or herself as to ALS's detection limit and confidence intervals relevant to that particular set of analytical results.
- 12) The Client shall be obliged to inform ALS in advance in writing in the event that the sample to be submitted is, or is likely to be or become, dangerous goods or hazardous, or potentially hazardous, materials. Furthermore, the Client will give written notices of all necessary safety or health hazards and special procedures applicable to the safe handling, testing, storage, transport and disposal of sample submitted, and to support such notices by any and all reasonably required information and materials. ALS may in its absolute discretion, refuse to provide services where it determines the provision of such services may pose health or safety hazard.
- 13) The Client acknowledges that during the performance of the services the samples or parts thereof may be altered, lost, damaged or destroyed. ALS shall not be liable to the Client or any third party for any samples so altered, lost, damaged or destroyed.
- 14) Unless the Client indicated in writing in advance that he insists on provision of services by ALS (which, for the purposes of this Article 14, shall include also other ALS Laboratories Group companies, entities, branches or representatives), should ALS consider it appropriate, then ALS shall be allowed to engage third parties within performance of the services, or a part thereof. Where the Client indicated in writing in advance that he insists on provision of services by ALS, involvement of third parties shall be subject to the Client's approval, however, the Client shall not unreasonably withhold such approval. Failure of the Client to respond to the request for approval shall not give rise to any liability of ALS for the delay with performance of services, and the Client shall in such event reimburse to ALS without undue delay any and all costs and expenses caused by such failure. Should the approval not be granted within 5 business days after the receipt of the request, ALS shall be allowed to terminate the Agreement with immediate effect upon delivery of a termination notice to the Client. Notwithstanding the aforesaid provisions of this Article 14, ALS shall always be entitled to involve professional service providers for the purposes of packaging and transportation of the sample to its laboratories. Furthermore, ALS shall always be entitled to assign or subcontract the storage and handling of pulps and rejects under the Agreement without prior written approval of the Client.
- 15) ALS may suspend its obligation under this Agreement or terminate the Agreement unilaterally, subject to delivery of a written notice to the Client, (a) immediately, if monies payable to ALS or other companies, entities, branches or representatives of ALS Laboratory Group by the Client are outstanding 60 days or more (unless otherwise agreed), (b) immediately, if other substantial breach by the Client of its obligations hereunder or under the General Contract occurs and is not remedied within 30 days of written notice from ALS requiring the breach to be remedied, (c) without giving reasons, by giving the Client 60 days written notice of ALS' intention to do so.
- 16) The Client may terminate the Agreement in the event of a substantial breach by ALS of its obligations there under, which breach has not been remedied within 30 days of written notice from the Client requiring breach to be remedied.
- 17) ALS (which, for the purposes of this Article 14, shall include also other ALS Laboratory Group companies) shall be entitled to retain client data for 3 years from date of issuance of its final report, unless the law prescribed a longer time limit for keeping the records for statutory reasons.
- 18) Unless otherwise agreed, sample disposal is the responsibility of the client. Samples may be collected within 2 weeks for water samples and 4 weeks for soil samples of receiving report. Uncollected samples may incur a storage or disposal charge.
- 19) For samples, pulps and rejects that are kept in storage at an ALS facility, warehouse, or at a third party storage facility sub-contracted by ALS, the Client should obtain and maintain full insurance coverage for fire and theft for the entire period of storage, and demonstrate it to ALS upon request. The responsibility of ALS or, as the case may be, ALS Laboratory Group for client's goods is strictly limited to exercising the reasonable care and diligence as required by law. All of ALS' or ALS Laboratory Group members' other obligations, undertaking, covenants, representatives, warranties and conditions, are excluded, unless they are expressly agreed to in writing by an authorized representative thereof.
- 20) Except as provided in clause 19 above, the Client's goods are stored at the clients exclusive risk of loss, damage or delays in delivery whatsoever, including without limitation, loss, damage or delay cause through (a) any action of failure to act beyond reasonable control of ALS (b) ordinary wear and tear in handling, (c) natural deterioration of packing material over time, (d) theft, (e) sprinkler or other water damage, (f) fire.
- 21) LAW AND JURISDICTION: The validity and performance of each Agreement shall be governed by the Czech law and any claim or dispute arising from them shall with prejudice to ALS other rights be subject to the jurisdiction of the arbitration tribunal, as indicated in Article 8.3 of the General Contract.
- 22) Matters not regulated herein shall be governed by the Agreement and the General Contract. In the event of discrepancies between these Terms and Conditions and the General Contract, the General Contract will apply. .