



General laboratory conditions

1. Introduction

For the purposes of the contract, the following definitions apply:

- "**Life & Device** ": Company with registered office in via Quarello, 15 / A - 10135 TURIN. VAT number and fiscal code n. 09,829,510,016.
- "**Customer** ": The legal entity, public or private, identified in the registry part of the contract, offer or order form, which requests Life & Device to carry out anatomo-morphological, immunohistochemical, morphometric analysis.
- "**Sample** ": An anatomical - biomaterial material to be tested.
- "**Services** ": Consultancy activities.
- "**Investigations** ": Measurements, laboratory measurements.
- "**Acceptance** ": Means the taking over of the material / service, object of the contract, by Life & Device.

2. Headquarters

Largo P. Braccini 2, 10095 Grugliasco (TO) c / o Department of Veterinary Sciences.

3. Field of application

These general conditions apply to the relationship between Life & Device and the Customer, without prejudice to any particular conditions agreed between the parties themselves in writing.

Acceptance of offers implies acceptance of these general supply conditions. The offer and these supply conditions are however understood to be accepted in its entirety upon arrival of the samples at our laboratory.

Any clause affixed by the Customer, further and / or different from what is indicated in the order and / or in these supply conditions, will be considered ineffective, except in the case in which it is accepted in writing by Life & Device.

4. Object of the contract

These general conditions apply to the relationship between Life & Device and the Customer, without prejudice to any particular conditions agreed between the same parties in writing.

Acceptance of the offers implies acceptance of these general conditions of supply.

The offer and these supply conditions are in any case considered accepted in all its parts upon arrival of the samples at our laboratory.

Any clause affixed by the Customer, further and / or different from what is indicated in the order and / or in these supply conditions, will be considered ineffective, except in the case in which it is accepted in writing by Life & Device.

5. Delivery of samples to the laboratory and start of analysis

Unless otherwise agreed in writing, the material to be subjected to analysis is delivered to the laboratory by the Customer, or his representative, with a clear identification of the same.

It is specified that the laboratory respects the following times for the delivery of the samples: from Monday to Friday - 8: 30-12: 30 13: 30-17: 30

The laboratory is not responsible for any delays or failures in the delivery of samples attributable to third parties and does not carry out control actions on the work of the same.

The acceptance of the samples is regulated by a specific internal procedure.

The Laboratory undertakes to warn the customer in case of any non-conformities found on the incoming sample.

Generally speaking, the beginning of the analysis means the start of the analysis on the sample, within the maximum times established by the test methods to be carried out in relation to the nature of the sample, having made the burden of Life & Device to guarantee in the meantime its suitable conservation .

Indications relating to the correct conditions for the transport of the samples are agreed with the customer.

6. Sample storage

From the moment of receipt of the material to be examined, the Laboratory guarantees its conservation according to suitable methods to guarantee the maintenance of the chemical, physical and microbiological conditions.

Life & Device acquires the ownership of the sample delivered, the Customer cannot claim the return of the same or of what remains after the analysis, unless otherwise agreed previously between the two parties.

Life & Device does not store against samples unless previously agreed in writing with the customer.

In the absence of prior written agreements with the Customer, the Laboratory provides for the minimum storage times of the samples starting from the date of conclusion of the Test Report, after which it proceeds to the elimination of the samples without any notice.

7. Storage and registrations

Life & Device in accordance with current regulations and has established the minimum retention times for records in 5 years.

All documentation will be available to the customer for checks and controls.

At the end of the retention period, the documentation will be destroyed, unless different requests sent by the customer and agreed in advance.

8. Test report

The laboratory is solely responsible for the analytical results referring to the samples being analyzed.

Test reports are usually issued on a Life & Device format. Where applicable, the test report can be issued in a format that also contains the accreditation body's mark, in compliance with the specific relevant standards.

The issue of test reports according to formats corresponding to the Customer's specifications must be requested in writing; if such customization is allowed by the general accreditation rules (where applicable) and is technically possible, it constitutes an accessory service, the consideration of which will be agreed in advance with the Customer.

The Test Reports, signed with a digital signature, are sent in pdf format to the e-mail address previously agreed with the customer.

In the event of transmission of the Test reports in another way, Life & Device assumes no responsibility for any transmission errors.

A single sample identification is provided.

The reissue (revision) of a test report is envisaged in accordance with the provisions of Resolution EA 2014 (33) 31 "Reissuance of test reports when the trade name / trademark of the tested product has changed (clause 5.10.9 of ISO / IEC 17025). The test reports are reissued only in case of correction of errors by the laboratory and / or the insertion of information / data omitted but available at the time of the tests.

It is not allowed to reissue a test report when the name / trademark of the analyzed product has changed (without having

evidence), even when there is a clear reference to the initial test report that is replaced.

The Laboratory does not assume responsibility for declaring that the product with the new name / commercial brand is exactly identical to that analyzed, this responsibility is borne by the customer.

9. Complaints

Complaints must reach the laboratory in writing within 30 days of discovery, by the customer and addressed to the Quality Assurance manager.

Life & Device manages it through an internal procedure. The complaint is accepted within 5 working days.

The customer cannot withhold sums due to Life & Device as compensation in the event of complaints, unless otherwise agreed between the parties in writing.

10. Payment terms

Unless otherwise agreed, laboratory services must be paid by the date shown on the invoice.

11. Occupational safety

Life & Device applies and complies, in carrying out its business, with all the provisions regarding the safety and health of workers pursuant to Legislative Decree 81/2008 and subsequent ones.

12. Jurisdiction

Any controversy that should arise between the parties regarding the existing contract will be devolved to the exclusive jurisdiction of the Turin court.

13. Liability and Indemnity

Test Reports are issued on the basis of information, documents and / or samples provided by the Customer, therefore Life & Device is not responsible for inaccurate results due to incomplete or incorrect information provided by the Customer. Furthermore, it is not responsible for delays or lack of the requested service in the event that the Customer has not fulfilled its obligations.

The customer agrees to indemnify Life & Device against any complaint made by third parties.

14. Privacy

In compliance with Legislative Decree n. 196 of 30 June 2003 "Personal Data Code", Life & device guarantees that the data relating to customers, to be used for the purpose of carrying out the activity inherent in this supply contract, are treated with a guarantee of security and confidentiality and with commitment not to disclose them to unrelated third parties.

The parties undertake not to disclose to third parties the documentation relating to this contract and any information that they become aware of on the occasion of the contract, even after their termination for any reason.

The customer has the right to know, at any time, what your data is at Life & Device and how it is used; he also has the right to have them updated, supplemented, rectified or canceled, to request their blocking or to oppose their treatment.

The Data Controller, pursuant to the law, is Life & Device with the registered office indicated above.

The Data Controller is the Legal Representative.

Acceptance of the offer implies acceptance of these General Supply Conditions and consent to the processing of personal data as indicated in the previous point.

The offer and these supply conditions are however understood to be accepted in all its parts upon arrival of the samples at our laboratory.