

Eurofins

General Conditions

1.0 Application

These conditions apply for all Eurofins companies in Denmark as stated under item 11 by name and CVR no (hereafter called Eurofins) ordered assignments, including analyses, consulting services, training, information, testing, investigations, sale and rental. The present general conditions apply unless they are deviated from in a written agreement between the client and Eurofins.

2.0 Rights

- 2.1 The material results produced by Eurofins in connection with an ordered assignment as well as the right of using them belong solely to the client.
- 2.2 Know-how developed and established by Eurofins in connection with solving an assignment, can be used freely by Eurofins after termination of the assignment.
- 2.3 Immaterial rights created by Eurofins in connection with an ordered assignment belongs to Eurofins unless otherwise is agreed in writing.

3.0 Confidentiality

- 3.1 Eurofins shows discretion regarding publicity of the solving of the assignment and regarding entered agreements and their contents. Results, etc. shall be conveyed to the client or send in copy to a third party specified by the client. If Eurofins in connection with solving the assignment obtains knowledge of copyright know-how, which the client wishes to keep confidential it is the duty of the client, unless obvious due to the circumstances, to specify this copyright know-how in writing to Eurofins.
- 3.2 Provided testing or developing work lead to results of common interest, Eurofins may publish these results unless it violates the rights of the client.
- 3.3 When Eurofins undertakes an assignment comprising the assessment of a contribution from third party, the client shall accept that Eurofins may address the third party or other relevant connections directly to seek information for the solving of the assignment.

4.0 Ownership and Copyright

- 4.1 Reports made by Eurofins may only be published in full.
- 4.2 Eurofins complies with the authority's request for results insight by forwarding of report copies. Furthermore, Eurofins does not seek to subject to the proviso that all information is confidential without special agreement with the client.
- 4.3 The client may not mention or refer to Eurofins or its employees in either commercial or marketing activities unless agreed upon with Eurofins in writing.
- 4.4 Material issued in connection with courses may not be copied.
- 4.5 Available results in the shape of objects such as prototypes are handed over to the client as soon as final payment has taken place.

5.0 Accredited Testing

- 5.1 Eurofins Steins Laboratorium A/S, Eurofins Miljø A/S, Eurofins Danmark A/S, Eurofins A/S, and Eurofins Testing are accredited by DANAK to perform a large number of analyses and measurements.
- 5.2 Accredited testing is subject to certain demands to e.g. reporting.
- 5.3 Reports and accredited testing shall always be affixed with the logo of DANAK.

6.0 Payment

- 6.1 The client is obliged to pay for the work performed by Eurofins regardless of whether expected results are actually obtained, unless the client explicitly has imposed as condition on Eurofins that the task solving shall lead to concrete specified results and that this has been accepted by Eurofins.
- 6.2 Ordered assignments shall be invoiced on actual consumed time, provided nothing else has been agreed upon.
- 6.3 Provided nothing else has been agreed the invoice is payable within 15 days from date of invoice.
- 6.4 There shall be added interests on overdue payments. Eurofins reserves the right to charge a reminder fee of DKK 100 incl. VAT in connection with rightful sending of reminder.
- 6.5 Environmental technical measurements and analyses are added an environmental control charge per sample.
- 6.6 The client is in all respects liable for the invoicing of a third party. Possible disputes between client and his client are of no concern of Eurofins.
- 6.7 Deductions in any amount owed to Eurofins is not accepted.

7.0 Liability

- 7.1 In accordance with the Danish law of Torts Eurofins shall be liable for errors or negligence on the part of Eurofins in connection with production or performance of a task, however, with the limitations specified in clauses 7.2-7.12.

- 7.2 Eurofins shall only be liable for the clients' direct loss with the limitations specified under clause 7.5 and shall thus not be liable for any loss of production, loss of profit, or other consequential damages.
- 7.3 Eurofins shall not be liable for delays in connection with performance of assignments for a client.
- 7.4 If Eurofins' work is not concluded with a report or delivery of a service, or if the service consists of a statement, about which it is written that the statement is based on an evaluation or assessment, Eurofins shall not be liable for any loss or damage, regardless of it being substantiated that the loss or damage is due to errors or negligence on the part of Eurofins.
- 7.5 Eurofins' liability (professional liability, product liability including liability for personal injury and damage to property), is limited to the amounts mentioned below unless otherwise explicitly agreed upon:
Professional liability, including laboratory liability 5,000,000 DKK
Product liability, liability for personal injury and damage to property 10,000,000 DKK
For services where the sample has been taken by the client and sent to EUROFINS without further information regarding the context in which the results shall be applied, damages shall not exceed the invoiced amount by more than 20 times.
- 7.6 Eurofins shall not be held liable for damages or losses that have not been claimed in writing within 3 years after the handing over of a service or a product, on which the liability is based. The client shall be obliged to inform Eurofins in writing as soon as he becomes aware of a possible compensation claim towards Eurofins. Regardless of the 3 years time limit Eurofins shall not be held liable for damages, which at the time of delivery of the service or finishing of the product by means of available knowledge or techniques could not be foreseen.
- 7.7 If Eurofins is considered liable jointly with third parties the proportion of compensation payable by Eurofins shall be limited to the proportion of liability that is actually attributable to Eurofins, and only with the limitations specified under pr. 7.5.
- 7.8 Eurofins shall not be held liable for damages due to application of Eurofins' consultant services, testing or control reports, if the application is beyond the scope of the assignment given to Eurofins or if not comprised by the purpose defined.
- 7.9 In connection with the returning of received samples or material Eurofins shall only be held liable for damage or loss to the received, if the client substantiates that is it due to errors of negligence. The liability of Eurofins shall not exceed the value of the received samples or material. If returning of forwarded samples or material has not been agreed upon, it can only be stored at Eurofins until 14 days after finalising of the assignment.
- 7.10 If a third party claims compensation from Eurofins due to personal injury, property damage or capital loss caused by services or products delivered by Eurofins, the client shall indemnify and hold harmless Eurofins of any such claims. If a third party during lawsuit claims compensation from Eurofins, the client shall be under the obligation to take over the conducting of the case, if Eurofins puts forward this demand.
- 7.11 Eurofins shall not be held liable if the expected results are not obtained, if the assignment given to Eurofins by the client comprises development work.
- 7.12 Complaints shall be forwarded in writing.

8.0 Sub-Contractors

- 8.1 Eurofins shall be entitled to invite one or several parties to carry out part of or the entire assignment on Eurofins' own responsibility.

9.0 Other Agreements

- 9.1 These present terms shall also be valid in other or future agreements between Eurofins and the client, unless otherwise agreed or obvious due to the circumstances.

10.0 Disputes

- 10.1 Disputes shall be settled in accordance with Danish Law by Eurofins' jurisdiction unless Eurofins may decide otherwise.

11.0 Eurofins companies

Eurofins companies covered by these general terms are er Eurofins Steins Laboratorium A/S CVR no 87373010, Eurofins Miljø A/S CVR no 28848196, Eurofins Pharma A/S CVR no 29428689, Eurofins Danmark A/S CVR no 62225319, Eurofins Product Testing A/S CVR no 26511437, and Eurofins Testing CVR no 25170822.

Environmental Policy

The environmental policy applies to both the external environment and occupational health and safety and includes the entire company operation – i.e. production and sale/service (hereinafter the designation environment covers both environment as well as occupational health and safety).

1. Operation shall have the lowest possible impact on the environment – and the consumption of energy and raw materials shall be minimized. We shall always aim at an improvement of the physical and psychological occupational health conditions to secure the highest safety and job satisfaction for our staff.
2. The consumption of resources as well as impacts on the environment shall be continuously monitored and we are committed to continual improvements on our performance.
3. The indirect environmental impacts have high priority. With the aim to ensure our clients a sound basis of decision on the environmental area we shall keep focus on high quality in documentation and consultancy.
4. A healthy environment is a joint responsibility to management and employees and is primarily ensured by a well-functioning environmental and safety organisation. When an employee draws attention to environmental conditions it shall always be taken seriously.
5. We communicate openly on our consumption of resources, our environmental impacts as well as our objectives – to our employees and to the outside world.
6. All significant environmental impacts shall be identified during the initial phase of all new activities and appropriate preventive measures shall be taken.
7. We shall be in continuous dialogue with suppliers, clients, authorities, and other interested parties regarding improvement of our environmental performance.
8. We are committed to comply with relevant environmental legislation and regulations to which the organisation subscribes.
9. Our staff shall be trained and motivated to act according to the environmental policy, and the necessary resources hereto shall be available.
10. We shall establish and maintain environmental objectives and targets, attach environmental management programmes, and regularly assess the result.
11. Our staff is assessed according to professional and personal qualifications and shall be ensured equal treatment. Discrimination based on gender, age, religion, political opinion, social background, national/ethnic origin, or sexual orientation can under no circumstances take place.
12. We shall act social responsible, and we will give room to retain or hire personnel with reduced abilities or with other ethnical background.
13. All employees shall feel confident when at work. Any kinds of violence, harassment, or personal threats are unacceptable.
14. We shall focus our efforts at reducing absence caused by sickness - of consideration for the single employee and the company.
15. Health is first of all a personal responsibility. However, our working conditions shall promote and the management motivate a healthy lifestyle – including healthy dietary habits and exercise.
16. Alcohol and working hours are no match. It is unacceptable to be under the influence of alcohol or smell of alcohol. Alcohol can only be consumed in small amounts in the canteen at very special occasions (anniversaries, special birthdays and the likes) or in connection with meetings where alcohol is offered external individuals (only with the management's accept).
17. Smoking is banned in all indoor locations.

Certified management system within the field of environment and occupational health and safety

As the only Danish laboratory Eurofins Danmark A/S has acquired a certification both on the external environmental field (ISO14001) and in the field of occupational health and safety (OHSAS 18001).

With the certification we undertake to focus our efforts at continuous minimization of resource consumption and environmental and occupational impacts – this applies to our production, the field, and in our offices.

Concurrent an environmental certification is proof that we are targeted at increasing employee environmental awareness – e.g. by means of continuous assessment and targets for environmental and occupational health and safety impacts from our workflows.

Our environmental and occupational health and safety efforts are examined once a year by an independent third party (Det Norske Veritas) that i.a. inspect that we match the requirements on continuous improvements.

Included in the certification is a green smiley in the Danish Working Environment Authority's register to evidence that we are focused at improving work environment and safety for our employees.

Danish Accreditation (DANAK)

Eurofins Steins Laboratorium A/S, Eurofins Miljø A/S, Eurofins Danmark A/S, Eurofins Product Testing A/S, and Eurofins Testing are accredited by the Danish Accreditation body DANAK under accreditation no 168 and no 222. The accreditation implies impartial and credible documentation that a product or a service comply with specified and international fixed requirements.

The accreditation is based on the international standard DS/EN ISO/IEC 17025 that among other things requests that

- the laboratory is impartial economically as well as organisationally,
- the laboratory has a well-documented quality system
- the laboratory controls the necessary sampling equipment and facilities of sufficient standard
- the laboratory management and employees possess technical competence as well as practical experience when performing the testing in question and that the laboratory controls the necessary resources
- there are fixed routines for traceable calibration of testing equipment are worked in, and that the laboratory participates in intercalibrations for documentation of the testing's accuracy and reproducibility
- accredited technical testing must be carried out according to suitable and validated methods
- the laboratory must register the course of a accredited testing for later reconstruction in matters of dispute,
- the laboratory is subjected to a supervisory visit from DANAK approximately once a year

DANAK is a member of the European Co-operation for Accreditation (EA) and has signed a binding multilateral agreement (MLA) on mutual recognition of reports and certificates in the major part of Europe and in many nations around the world. Thus a DANAK accreditation is an international recognised quality label that normally implies that our clients have no requirements for extra testing on export markets.

The accreditation implies that the laboratory complies with the requirements in DS/EN ISO/IEC 9000 (that can regarded as a subpart of DS/EN ISO/IEC 17025) as the accreditation also sets concrete requirements to the personnel's technical competence.

The requirements on the accredited laboratories are laid down in The Danish Ministry of Economic and Business Affairs' regulation no 745 of 27 September 1999 on accreditation of laboratories for testing and GLP inspection. The regulation constitutes a requirement that an accredited laboratory shall have a professional liability insurance that shall cover the laboratory's liability in connection with accredited testing. Accredited reports are affixed with the DANAK's logo (royal crown) guaranteeing that the testing has been performed in accordance with the accreditation regulations.

GMP-Approval

Eurofins Pharma A/S is authorised by the Danish Medicines Agency on both human and veterinary area under authorisation nummer 10047 (§39 authorisation). This impartial third party authorisation documents that the laboratory's services complies with the requirements in European and American GMP guidelines. The authorisation includes chemical and microbiological analyses and sterile tests on raw material and

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intermediates for medicinal products and on end products of medicinal products.

