

NIBIO – GENERAL TERMS AND CONDITIONS FOR COMMISSIONED ANALYSES

GENERAL

The general terms and conditions apply at all times to laboratory services that NIBIO Pesticides and natural products chemistry undertake to deliver to a Customer / Client. The description, specifications, and special provisions for the identification of the commissioned assignment and these general terms and conditions will together constitute the "agreement".

The agreement comes into effect for the parties from when:

- a. the agreement is accepted by the customer in writing upon signing for acceptance of an agreement or offer;
- b. by submitting an order based on framework agreement / offer / email,
- c. receiving samples for analysis based on NIBIO's general offer of laboratory services

DELIVERY OF SERVICES

NIBIO will carry out the assignment in accordance with generally accepted requirements for scientific standards and recognized scientific and ethical principles.

It is the Customer's responsibility to make its own assessment of the suitability of any use of the Services, including reporting limits and confidence intervals / uncertainties contained in standard test methods or reports.

All analysis results apply only to the submitted sample. Assessments of suitability for representing mass volumes beyond this are up to the Customer's professional judgment and responsibility.

In case of findings of pesticides that are in violation of regulations (or in similar situations for other types of analyses), the Customer is asked to promptly contact the laboratory to discuss / clarify the verification of the results reported and before the Customer initiates any measures. However, the Customer is the sole bearer of risk in connection with all implementation of measures.

If the Customer requires services to be performed by particular test methods, or requires reporting limits and / or confidence intervals that differ from standard test methods, the Customer must provide information about this prior to submission of samples or service execution.

CUSTOMER OBLIGATIONS

The Customer must take all necessary steps to remove or reduce known security or health hazards, or any other obstacles that reduce the ability of NIBIO to perform the service with the required quality and safety.

When shipping samples, it is the Customer's responsibility to packaging and transport conditions are such that the samples are not damaged during transport.

RIGHTS

To the extent that it does not conflict with the provisions of the agreement on loyalty and confidentiality, or against ideal rights under the intellectual property law, NIBIO may utilize general knowledge acquired through the commissioned assignment in its further work.

PAYMENT

The size of the fee is stated in the current price list published on www.nibio.no/lab or relies upon specially agreed price conditions.

Payment terms are 30 days from invoice date. Any invoice that is not paid can, in addition, be charged with leasing fee, as well as interest in accordance with the Act on Late Interest, after maturity.

All invoicing to public entities shall be done electronically in accordance with the Norwegian governmental standard format (EHF), unless the Customer's organization has not facilitated the receipt of the EHF. The same applies to reminders and credit notes.

All prices quoted are exclusive of VAT, unless explicitly stated otherwise.

COMPLAINTS AND LIMITATION OF LIABILITY

The Customer/Client may demand that the documented direct loss, which can reasonably be attributed to a breach of contract, be reimbursed unless NIBIO proves that the breach or the cause of the breach cannot be attributed to NIBIO or any condition NIBIO is liable to.

The parties are not liable for indirect losses, consequential damages and consequential losses. Data loss is considered as indirect loss, except where this is due to data management that is the NIBIO's liability under the agreement.

The indemnity is limited up to an amount corresponding to the financial framework of the assignment, excluding VAT, unless NIBIO or any party under NIBIO's responsibility, has shown gross negligence or intent.

INSURANCE

NIBIO is a public agency and will therefore act as a self-insurer.

BREACH OF AGREEMENT

NIBIO shall, as soon as possible, notify the Customer/Client in writing if NIBIO understands or should have understood that delays in the assignment may be caused in connection with the assignment.

If a party believes there is a breach, the other party shall be notified in writing of this as soon as possible after the party became aware or should have become aware of the breach.

In the event of payment breach beyond 30 days, NIBIO may terminate the agreement. NIBIO shall in advance of termination give the Customer/Client 14 days written notice to correct the matter.

FORCE MAJEURE

If a party cannot fulfill its obligations under the agreement as a result of circumstances which it proves to be beyond the control of the party and which the party could not reasonably have been expected to have taken into account during the contract period or to avoid or overcome the consequences of (force majeure), the party is exempt from their obligations under the contract as long as the circumstances lasts.

If there is force majeure, the party shall inform the other party immediately after it becomes aware or should have been aware of the existence of force majeure.