



1. Requirements for effective service

To provide our customer with the most effective service, we require that the following must be adhered to:

- 1.1. Every submission requires an accompanying COC. X-Lab prefer that you make use of our company's COC, as attached in LAB-QLT-FOR-001. Should you prefer to make use of your own COC, the document should, as minimum, contain the following critical information.
 - Your company name and contact details. This must include a physical address and both a phone number and email address.
 - Name, contact number and Email address of the person results must be sent to (if different from above).
 - Invoicing details: name, contact number and email, if different form above
 - A valid order number or contract number.
 - A sample ID for each sample submitted, corresponding to the sample IDs marked on the containers.
 - Indication of the type of sample.
 - Sampling date of samples.
 - Clear description of all the analysis required.
 - Any special handling or precaution that is required, or comments should the sample pose a danger to the laboratory personnel (i.e. corrosive, high cyanide content, noxious, radioactive etc.)
 - Sample storage and/or disposal requirements.
 - Details of the person submitting the samples, with the corresponding date and time.
- 1.2. X-Lab prefer to receive water samples in new containers, appropriate to the analysis requested. X-Lab will provide sampling bottles, jars and vials at no cost. Should you prefer to supply your own containers Please refer to Appendix A or consult with the laboratory.
- 1.3. Ensure that you submit the correct volume or mass of sample to allow X-Lab to complete all the required tests. Please refer to Appendix A or consult with the laboratory if you are not clear on the requirements.
- 1.4. A number of the analysis we perform is time sensitive. Some of these can be extended by preserving the sample in a suitable way. Please familiarize yourselves with these specific elements and the required preservation by referring to Appendix A below or consult with the laboratory.
- 1.5. Sampling can have an enormous effect on the quality of the analysis. Please ensure sampling is done correctly, especially for microbiological parameters. Please consult with the laboratory should you require assistance.
- 1.6. No work will commence prior to receiving a quote acceptance, order number or written confirmation from the client.
- 1.7. When a statement of conformity to a specification or standard is requested by the customer, the expanded uncertainty of measurement (UOM) will be taken into account, as per the decision rule below: "If a result including the UOM fails to meet a requirement, the result fails to meet the requirement".
- 1.8. Opinions and interpretations of results are outside the scope of our SANAS accreditation.
- 1.9. Outsourced/subcontracted prices are subject to change and we cannot guarantee the same turn-around time for analysis conducted in-house. Please allow sufficient time for these analyses to be completed.
- 1.10. Should you require express analysis, please discuss this with the laboratory prior to submitting the samples. Express analysis cannot be guaranteed.

2. Standard Commercial Terms and Conditions

2.1. GENERAL TERMS AND CONDITIONS

- 2.1.1. Quotations are given and orders are accepted on these terms which shall prevail over any other terms and conditions of the Customer and any other representations made by any party prior to the acceptance of the quotation.
- 2.1.2. No modifications of these terms shall be effective unless made by an express written agreement between X-Lab Earth Science and the Customer.

2.2. PAYMENT

- 2.2.1. Pricing, set in South African Rands (ZAR) unless otherwise indicated, is valid for a period of thirty (30) days from the date of the quotation.
- 2.2.2. The price quoted is free of all VAT, taxes, duties, courier charges, levies, additional medical examinations (see paragraph 1.5 below) , administrative charges and the like, which shall be for the Customer's account, and will be payable on demand.
- 2.2.3. The Customer shall pay the total quoted price (or any other amount due by it, with the exception of any amounts due in paragraph 1.2.2 above which are due on demand) within 30 days of date of invoice. COD Customers will settle the full quoted price before any report will be released.
- 2.2.4. The Customer shall not be entitled to withhold or deduct payment of any amount due and payable hereunder or set-off any amount due and payable to X-Lab Earth Science against any amount due or claimed to be due from X-Lab Earth Science to the Customer.
- 2.2.5. X-Lab Earth Science reserves the right to withhold any test results or reports should the clients account be in arrears in any way.
- 2.2.6. Should any payment not be made on the due date X-Lab Earth Science shall have the right to recover interest on the outstanding amount at 10% per annum, from the date it became due to the date of payment.

2.3. COMMENCEMENT

- 2.3.1. Analytical tests will only commence on receipt of a written order or a cleared full settlement payment (as required in para 1.2.3 above).

2.4. DELAY

- 2.4.1. X-Lab Earth Science will use all reasonable endeavours to keep any stated date or time for performance of its obligations hereunder but accepts no liability whatsoever for any loss or damage resulting from delay howsoever caused, save to the extent that any such delay is directly caused by X-Lab Earth Science's gross negligence.

2.5. CANCELLATION

- 2.5.1. The Customer may amend or cancel the order by written notice to by X-Lab Earth Science prior to starting Analytical test work but not thereafter. While every effort will be made to accommodate scope changes, X-Lab Earth Science is entitled to recover costs incurred for expenses, preparation and equipment purchases, logistics and the like.
- 2.5.2. X-Lab Earth Science shall be entitled to terminate this agreement if the Customer breaches any condition hereof, and remains in breach for a period of FIVE days after written notice to it to cure such breach, or without notice if the Customer becomes insolvent or is provisionally liquidated. Upon such termination, X-Lab Earth Science shall be entitled to recover all amounts due to it forthwith.

2.6. SUSPENSION FOR CONVENIENCE OF PURCHASER

- 2.6.1. In the event that the order is cancelled due to circumstances not attributable to/by X-Lab Earth Science, the Customer will be charged on a pro-rata basis according to the stage the contract has reached at the time of cancellation.

2.7. INDEMNITY

2.7.1. The Customer shall indemnify X-Lab Earth Science against any claim whatsoever by any third party arising out of the supply of the services to the Customer save to the extent that any such claim arises as a result of the gross negligence of by X-Lab Earth Science.

2.8. LIMITATION OF LIABILITY

2.8.1. In no event shall X-Lab Earth Science be liable to the purchaser for any indirect, punitive, special, incidental or consequential damages, including but not limited to, loss of profits or interruption of production, loss of opportunity or business, or claims by the purchaser's Customer for such damages. Should any competent Court find X-Lab Earth Science to be liable in damages to the Customer then such damages are expressly limited to the price quoted above.

2.9. ASSIGNMENT

2.9.1. The Customer shall not assign this agreement or any rights hereunder in whole or in part without prior written consent of by X-Lab Earth Science.

2.10. FORCE MAJEURE

2.10.1. X-Lab Earth Science shall not be liable for any non-performance, loss, damage, or delay due to war, riots, fire, flood, strikes or labour difficulty, governmental actions, insurrection, acts of GOD, acts of the Customer, its staff or any of its officers or guests, delays in transportation, inability to obtain necessary labour or materials from usual sources, or other causes beyond the reasonable control of the X-Lab Earth Science.

2.11. PROTECTION OF PERSONAL INFORMATION ACT NO 4 of 2013 ("POPIA")

2.11.1. The Customer hereby agrees to provide X-Lab Earth Science with the Customer's personal information including but not limited to name, mobile number, business telephone number, business physical address and email.

2.11.2. The Customer acknowledges that the purpose for which this personal information is being collected is to allow us to meet the reporting requirements of ISO 17025.

2.11.3. The consequence of failure to provide the information is that X-Lab Earth Science will be unable to issue reports to the Customer.

2.11.4. The Customer hereby agrees that X-Lab Earth Science may transfer the personal information to any country outside of South Africa where such country's data privacy laws are equivalent to or stricter than POPIA, or where we have concluded suitable agreements with third parties which comply with the relevant provisions of POPIA allowing for the processing of personal information.

2.11.5. X-Lab Earth Science will be the recipient of the personal information. Any disclosure of your personal information will only be made upon your authorisation to do so, or in the event that it is required to do so in terms of POPIA or any other applicable legislation.

2.11.6. By accepting the quotation, whether formally or by submission of samples, you, as representative of the Customer, agree that you:

- have read and understood this notice and consent to the processing of personal information
- are supplying this information voluntarily and without any undue influence from any party
- are aware that you have the following rights with regard to the personal information being collected:
 - the right to access your information and to rectify any information that is collected from yourself in terms of section 11(3) of POPIA
 - the right to object to the processing of personal information
 - The right to lodge a complaint with the Information Regulator

2.12. CONFIDENTIALITY

- 2.12.1. All material provided by X-Lab Earth Science, including this offer, is considered commercially and technically sensitive and subject to copyright.
- 2.12.2. X-Lab Earth Science shall be responsible for the management of all information accumulated during the performance of laboratory activities. The laboratory shall inform the customer in advance, of the information it intends to place in the public domain, where this information has been made publicly available by the or when agreed between X-Lab Earth Science and the Customer. All other information is considered proprietary information and shall be regarded as confidential by both X-Lab Earth Science and the Customer. This commitment is legally enforceable.
- 2.12.3. If the laboratory is required by law or authorized by contractual arrangements to release confidential information, the customer or individual concerned shall, unless prohibited by law, be notified in writing of the information provided.
- 2.12.4. Information about the customer obtained from sources other than the customer shall be confidential between the customer and the laboratory. The source of this information shall be confidential to the laboratory and shall not be shared with the customer, unless agreed by the source.
- 2.12.5. Personnel, including any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory's behalf, shall keep confidential all information accumulated during the performance of laboratory activities, unless required by law.

2.13. ADDRESSES

- 2.13.1. All notices shall be deemed validly served on the day following their despatch by e-mail to the email address supplied by the Customer.