FIDELITAS LAB LTD

Standard Terms and Conditions for Laboratory Services

Version 3 / October 2026

These Terms and Conditions ("Conditions") govern all dealings, tests, analyses, and related services provided by the laboratory of Fidelitas Lab Ltd (hereinafter referred to as the "Laboratory"). By submitting samples, issuing an appointment, or requesting services, the Client agrees to be bound by these Conditions.

1. Definitions and Scope

(a) "Client" is the party at whose request or on whose behalf the Laboratory performs testing and analytical services.
(b) "Sample" means any material, substance, or product delivered by or on behalf of the Client to the Laboratory for testing or analysis.
(c) "Certificate / Report" means any Certificate of Analysis, Test Report, or technical statement issued by the Laboratory.
(d) All services rendered by the Laboratory are subject solely to these Conditions unless expressly agreed otherwise in writing.

2. Appointment and Ordering

(a) The Client shall provide instructions in writing (the "Appointment"), specifying the nature of the Sample, required test parameters, requested testing standards or methods, and whether accredited testing (e.g., ISO/IEC 17025, GAFTA, FOSFA) or non-accredited testing is required.
(b) Any subsequent changes or additional test requests must be agreed upon by both parties in writing.

3. Laboratory Services, Accreditation

(a) The Laboratory does NOT perform or provide sampling services under any circumstances. All tests and analyses relate strictly and exclusively to the Sample as received by the Laboratory, and never to the bulk consignment, cargo, lot, parcel, or shipment from which the Sample may have been drawn.
(b) The Client is solely responsible for sample drawing, representativeness, origin, packaging, labelling, and integrity prior to receipt by the Laboratory. The Laboratory accepts no responsibility or liability whatsoever for improper, non-representative, contaminated, or compromised sampling performed by the Client or any third party.

(c) The Laboratory is accredited in accordance with BDS EN ISO/IEC 17025 and recognized/approved by GAFTA and FOSFA for specific analytical scopes. Where requested, testing within our accredited scopes will be performed in full compliance with applicable standards, and Certificates of Analysis/Reports will indicate their accredited status accordingly.
(d) The Laboratory also provides testing and analytical services that fall outside its formal scope of accreditation. Non-accredited analyses are performed using sound professional practice and recognized laboratory methods, but will not be reported under the official accreditation endorsement.
(e) On receipt of the Sample, the Laboratory will review its condition and the requested testing. The Laboratory reserves the right to reject unsuitable, degraded, or improperly packaged samples, notifying the Client promptly.
(f) Standard testing is executed on a "first come, first served" basis. The Laboratory aims to complete standard analyses within 3 (three) working days from receipt of the Sample. Express or urgent analyses are subject to operational capacity and prior agreement on surcharges.
(g) It is the policy of the Laboratory not to provide legal opinions or commercial interpretations of analytical results. The Laboratory remains available solely to discuss the objective factual data set out in the Certificate of Analysis or Test Report.
(h) While tests are generally performed in-house, the Laboratory reserves the right, where necessary or requested, to subcontract specialized parameters to qualified or accredited partner laboratories, notifying the Client prior to or upon acceptance of the Appointment.

4. Sample Disposal

(a) Unless otherwise agreed in writing prior to testing or strictly required by mandatory accreditation standards, all retained portions, remnants, and residues of samples (whether perishable or non-perishable) shall be routinely destroyed or disposed of by the Laboratory immediately upon completion of the assigned analysis and issuance of the Certificate of Analysis or Test Report.
(b) If the Client requires the return of any unconsumed sample material or extended retention, this must be requested in writing at the time of appointment and shall be subject to handling, storage, and courier fees at the Client's expense.

5. Certificate of Analysis and Limits on Reproduction

(a) Following completion of the tests, the Laboratory shall issue an official Certificate of Analysis or Test Report in writing.
(b) Certificates and Reports reflect analytical findings strictly at the time and place of testing and within the measurement uncertainty of the standard test methods employed.
(c) Certificates and Reports may only be reproduced, circulated, or published in full. The extraction, quotation, or reproduction of parts, excerpts, individual parameters, or the Laboratory's name and accreditation logos out of context is strictly prohibited without prior written authorization from the Laboratory.

6. Confidentiality and Data Protection

(a) The Laboratory undertakes not to disclose any confidential information, sample data, or analytical results to any third party without prior written permission from the Client, save where disclosure is required by law, an order of a competent court, or applicable accreditation assessment bodies under strict confidentiality duties.
(b) Both parties agree to comply with all applicable data protection legislation, including Regulation (EU) 2016/679 (EU GDPR) and the Bulgarian Personal Data Protection Act, with respect to any personal data processed in the performance of the services.

7. Health, Safety, and Hazardous Materials

(a) The Client must clearly declare, specify, and label any known, suspected, or potential toxic, flammable, explosive, or biohazardous properties of any Sample submitted.
(b) The Client shall indemnify and hold the Laboratory harmless against any damage, injury, illness, environmental contamination, or statutory fines resulting from handling samples whose hazardous nature was undisclosed, misdeclared, or inadequately labelled by the Client.

8. Prices and Payment Terms

(a) Prices for testing services shall be charged in accordance with the Laboratory's valid price list or as specifically quoted and agreed in writing.
(b) Payment shall be made in full within 15 (fifteen) calendar days from the invoice date, free of bank charges or deductions.
(c) Any delay in payment shall entitle the Laboratory to statutory default interest under the applicable governing law (or 1% per month, whichever is higher), accruing on a daily basis from the due date until full payment is received.

9. Liability and Exclusions

(a) The Laboratory shall exercise reasonable care, skill, and diligence in the performance of services in accordance with sound analytical standards and professional laboratory practice.
(b) To the fullest extent permitted by applicable law, the cumulative liability of the Laboratory (whether in contract, tort, negligence, breach of statutory duty, or otherwise) for any loss, claim, damage, or error arising out of or in connection with the services shall not exceed the price paid by the Client for the specific test or analysis in question.
(c) Under no circumstances shall the Laboratory be liable for any indirect, incidental, or consequential loss (including loss of profit, loss of revenue, loss of business, cargo rejection, vessel demurrage, or loss of anticipated savings), even if foreseeable.

10. Time Bar

All claims by the Client against the Laboratory shall be deemed irrevocably waived and absolutely time-barred unless submitted in writing within 30 (thirty) days of discovery of the alleged breach or error, and in any event no later than 1 (one) year from the date of issuance of the Certificate of Analysis or Test Report.

11. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations where such failure or delay results from events beyond its reasonable control (Force Majeure), including acts of God, war, civil commotion, strikes, lockouts, energy or utility failures, epidemics, natural disasters, breakdown of specialized testing equipment that cannot be promptly repaired despite best efforts, or governmental restrictions. Performance shall be suspended for the duration of the Force Majeure event.

12. Severability and Entire Agreement

If any provision of these Conditions is held by a competent court to be invalid, illegal, or unenforceable, such provision shall be severed to that extent, and the remaining provisions shall continue in full force and effect. These Conditions constitute the entire agreement between the parties and supersede all prior communications or arrangements.

13. Governing Law and Jurisdiction

These Conditions and all disputes or claims arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Republic of Bulgaria. All disputes shall be subject to the exclusive jurisdiction of the competent Bulgarian Courts.