

GENERAL TERMS AND CONDITIONS

QUOTATIONS

Any quotations for Services submitted by Peter Johnson Laboratories to the Customer shall be based on information supplied to Peter Johnson Laboratories by the Customer and will not under any circumstances be binding on Peter Johnson Laboratories if such information is incorrect or incomplete in any manner. Peter Johnson Laboratories reserves the right to review quotes should Customer instructions and/or market conditions change. Turnaround times may vary according to test requirements and number of samples. Lab management will advise of turnaround times on receipt of samples. Quotations transmitted electronically will be signed with an electronic signature. It is the Customer's responsibility to indicate acceptance of the quotation by either signing the quotation or confirming by email.

INSTRUCTIONS

The Customer will provide Peter Johnson Laboratories with clear and precise written instructions, documents, information, and samples prior to the performance of the Services. Peter Johnson Laboratories will not be liable for any error, omission or inaccuracy in the reports or certificates produced by it to the extent that Peter Johnson Laboratories has been given erroneous or incomplete information by the Customer. Samples submitted to the lab must be accompanied by a signed sample submission document and all samples must be clearly and uniquely marked. Upon receipt of samples, the lab will check the number of samples as well as sample markings against the sample submission document. Should there be any discrepancies in sample markings Peter Johnson Laboratories will immediately notify the Customer.

SAMPLE MATERIAL

The Laboratory shall not be held responsible for sampling performed by the customer. The laboratory shall not be held responsible for transport conditions of samples. The laboratory shall take responsibility for the sample only upon receipt of the sample. The Customer will ensure that all samples/materials submitted by it for test work of any nature are clearly marked and identifiable. Unless the Customer otherwise instructs in writing, Peter Johnson Laboratories may retain, return to the Customer, destroy, or dispose of all excess samples provided by the Customer as soon as the Services are completed and the results have been reported to the Customer. Any destruction or disposal shall exclude normal amounts of reserve sample material which Peter Johnson Laboratories shall retain for a period of one month from date of completion of the Services. If the Customer requires Peter Johnson Laboratories to return any samples or materials to it or a third party, all costs associated therewith will be borne and paid for by the Customer.

PROVISION OF THE SERVICES

Peter Johnson Laboratories shall provide the Services with reasonable care, skill and diligence as expected of a competent body experienced in performing services of a similar nature and under similar circumstances. If the Customer is aware of any apparent inaccuracy in results reported by Peter Johnson Laboratories in respect of the Services, the Customer shall immediately advise Peter Johnson Laboratories accordingly, and allow Peter Johnson Laboratories a reasonable opportunity to check such results and amend them if necessary. All Certificates of Analysis issued by Peter Johnson Laboratories shall be done so under their Conditions of Issue on each report, available on the front of each Certificate of Analysis as well as upon request by the Customer.

Peter Johnson Laboratories shall not be held liable for any loss or damages suffered by the customer due to delay in delivery of test results, if such delays are caused by matters outside of the laboratory's control including but not limited to delay in supply of chemicals and breakdown of equipment. In the event of such delays the customer will be notified accordingly. Should analysis results not meet the quality criteria as set by the laboratory procedures and methods, those results will not be released to customers and analysis will be repeated to ensure the accuracy of results delivered to the customer. Peter Johnson Laboratories shall not be held liable for any loss or damage suffered due to the delay in delivery of results caused by repeat analysis due to quality control measures.

PUBLICATION OF RESULTS

Any reports or certificates issued by Peter Johnson Laboratories are intended for the exclusive use of the Customer and shall not be published, used for advertising purposes, copied, or replicated for distribution to any person or entity or otherwise publicly disclosed without the prior written consent of Peter Johnson Laboratories.

CONFIDENTIALITY:

Peter Johnson Laboratories is an ISO 17025 accredited laboratory and therefore adheres to a strict client confidentiality policy. All information submitted by the customer, as well as all analytical data relating to samples will be treated as strictly confidential. Peter Johnson Laboratories agrees not to disclose to any persons, any confidential information or documentation obtained from customers, except with prior written consent from the customer or as required by law.

DECISION RULE

Measurement of Uncertainty will be reported on test reports when stating compliance to limits. On all other test reports the Measurement of Uncertainty will be omitted, and will be made available to the customer on request. Measurement of Uncertainty not taken into account for results reported.

INVESTIGATIONS

Peter Johnson Laboratories reserves the right to decline, refuse, cancel or continue analysis and investigations. Peter Johnson Laboratories reserves the right to invoice at their discretion for the work completed. The Customer remains liable for payment relevant to the work completed.