

These General Terms and conditions apply to all services delivered from PA, unless otherwise clearly is stated in the quote or other agreements between the parties. The extent of the service and the prices agreed will be described in the quote from PA.

## 1 Information to be required by the client

Upon order confirmation, the client shall provide PA with the samples necessary for performing the required analyses and information as stated below:

- Clean and intact samples
- Representative and sufficient amount of sample for performing the service.
- Uniquely identified.
- MSDS provided.
- Notify PA of any special handling and safety concerns. No radioactive or cytotoxic samples accepted
- Specify storage conditions. If nothing else is informed, samples will be store at RT.
- Clearly specify services required e.g. specify which method or standard to be use.
- Specifications if applicable.
- Contact person, e-mail, tel. nr. and company address including VAT
- Information of how and to who results shall be delivered.
- PO number if applicable.
- Specification of whether normal, priority or express delivery is ordered.

The client will be responsible for delivering samples to PA's premises. Samples can be delivered during normal Danish working days 9 – 15.  
The required information shall be provided with the samples or in advance by email to PA (info@particle.dk).

## 2 The service

### 2.1 Quality

PA performs analysis according to Ph. Eur. and USP. PA holds a valid GMP certificate from The Danish Medicine Agency and is registered with the FDA.

It is the responsibility of the client to ensure GMP requirements regarding validation and method transfer for GMP analyses is in place, as well as ensuring a quality agreement is in place if required.  
PA will not perform any release of products to the market.

PA will perform analyses as their best effort and according to PAs written quality system. PA has no further responsibility for the analyses than performing analyses according to PAs quality system.

### 2.2 The deliverables

PA will supply reagents and consumables as required for performing the service.

The service includes original COA and approved print outs from the analysis and will be provided to the customer upon completion of the service to be delivered by regular mail to the customers contact person. The service is regarded as delivered, when mailed by PA.

Other services will be invoiced separately according to PA's standard price schedule unless otherwise specific stated in a written agreement between the parties.

### 2.3 Audits

In case the customer wish to perform an audit of PA this must be agreed with PA at least one month before the desired audit day.

Audits will be invoiced separately according to PA's standard list prices, this also includes audits by regulatory bodies as part of inspectional programs for the customer.

## 3 Timelines

Routine samples will be delivered as ordered by customer as follows:

- Normal delivery - target to be mailed within 10 working days from receipt
- Priority delivery - target to be mailed within 3-5 working days from receipt
- Express delivery - target to be mailed next business day from receipt

Priority and express delivery has to be agreed by PA in advance.

All delivery time are estimated and PA bears no responsibility for any delay what so ever will be the reason for such delay.  
In no events PA will be responsible for non-delivering due to brake down of equipment.

## 4 Price and payment conditions

PA will invoice according to order confirmation. If otherwise not agreed, PA will invoice upon completion of the service.

Payment terms will be 8 days from invoice date. Payment shall be in the currency invoiced and received free of all fees and charges on PA's bank account as stated in the invoice.

In case of delayed payment, PA will charge interest rate of 2 % per month plus reminder fee of DKK 500, - per reminder.

## 5 Cancellation

In case the customer wants to cancel an ordered service, PA will invoice according to performed work, and not less than 50% of the amount agreed.

## 6 Limitation of liability

In no case will PA be liable for any loss of profit, consequential loss or any other indirect loss, which may directly or indirectly have been caused by negligence or delay in performing the agreed services.

Particle Analytical shall not be liable for any loss or damages arising from the customer's use of statements or results provided by Particle Analytical.

In no event shall Particle Analyticals liability exceed the amount paid for the specific service that has caused the liability and shall in no case exceed DKK 50.000,-.

PA will not be liable for any claims made after 30 days from the date of delivery of the service.

## 7 Force Majeure

PA can not be held liable for damage or loss due to force majeure, actual or imminent war or similar situations, revolt, civil unrest, natural catastrophe, strike, lockout, boycott or blockades, irrespective of whether said party is a party to a conflict arising and irrespective of whether any conflict arising only affects part of the operations of said affected party. Break down of equipment will be regarded as force majeure.

## 8 Governing law and dispute resolution

These General Terms shall be subject to and be interpreted in accordance with Danish law. If nothing stated in the General Terms, Danish law shall apply.

Any dispute or demand arising out of the trade between PA and the customer shall be finally settled by arbitration in accordance with the rules of procedure of the Danish Institute of Arbitration (Voldgiftsinstituttet) in force from time to time.

The arbitrators shall be appointed in accordance with the aforementioned rules.