

ANNEX II to contract no...../.....

**GENERAL TERMS AND CONDITIONS REGARDING SERVICES
provided by J.S. Hamilton Romania S.R.L.**

CIF RO 33422877, registered with the Trade Register with J2014008823406
Social address: Romania, Timis, Dumbravita commune, Dumbravita village, 7 Sfantu Iosif
Street,
postal code: 307160, Romania
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I. Applicability

1. The General Terms and Conditions regarding the Services, hereinafter referred to as the GTC, apply exclusively to laboratory services performed by experts, services provided by the company J.S. Hamilton Romania S.R.L. (hereinafter referred to as JSHR) with registered office in Bucharest in favor of and according to the order of its contractors, both natural and legal persons, as well as organizational units without legal personality, hereinafter referred to as the Customers. The Terms and Conditions apply without exception in all business relationships entered into between JSHR and its Clients. They may only be revoked on the basis of a separate written agreement regarding the terms and conditions of a particular service concluded between JSHR and a duly authorized representative of the Client.
2. JSHR provides expert laboratory services, such as audits, verifications, controls, laboratory analyses, measurements and similar activities, preparation of audit reports and/or Certificates or Examination Reports certifying the results of the above-mentioned activities and additional services.
3. Any amendments to this GTC may be made by means of a separate written agreement with a specific Client under penalty of nullity. Any terminations, as well as communications of will and knowledge resulting from the legal relationship between the parties will be made in writing, otherwise they will be considered null and void. These amendments to this GTC shall apply only to the services agreed between the parties. Any amendment to the GTC shall enter into force from the day on which the respective agreement or contract is concluded with the Client.
4. Any legal relationship between the parties shall be subject only to the Romanian legislation.
5. If any of the provisions of this GTC is held to be invalid, illegal or unenforceable for any reason, this shall not affect the applicability of the other provisions of the GTC. If any provision of this document is held to be invalid, illegal or unenforceable, the parties shall replace it with a valid provision as close as possible in terms of wording to the original intentions of the parties.

II. Conclusion of agreements, notifications, services provided by third parties, execution

1. The duration of each JSHR service will be indicated each time in the individual proposals.
2. The wording and size of each order will always be confirmed in writing or by e-mail by JSHR as soon as they arrive at the address indicated by the Customer. Acceptance of the order will not be understood as an obligation on the part of JSHR to achieve a particular result. JSHR agrees with the Client on the methods and manner of providing the services, based on the instructions and guidelines, applicable standards, methodologies, customs, practices of the Client and its own know-how.
3. Unless otherwise agreed, JSHR shall not be responsible for providing any information, recommendations or opinions. However, if any information, recommendation or opinion is provided, it must be understood as a non-binding suggestion.

4. In order to execute the order under this GTC or other separate agreements, the Client acknowledges and consents that for the tests contained in Annex I to the contract JSJR can and has the right to subcontract the performance of the ordered service to any third party that JSJR deems suitably qualified and competent for its execution. JSJR will take full responsibility for any actions of such third parties as with its own actions. The customer is informed, by means of the offer, whether the analysis is carried out by an authorized or accredited subcontractor, and his agreement is expressed by signing the order form.
5. The Client undertakes to provide in advance all necessary instructions regarding the order as may be necessary so that they can be executed efficiently. In addition, the Client will ensure that JSJR representatives have access to goods, means of transport, warehouses, etc., if necessary for the purpose of performing the assigned tasks, and that the premises where the order is executed comply with all applicable occupational safety and health regulations.
6. If the Client requests that an Analysis Report/Certificate be submitted to a third party, JSJR is not liable to such entity. No third party may claim any rights against JSJR or its subcontractors arising from the possession of the Report/Certificate by that entity.

7. The Analysis Reports/Certificates may be copied by the Client only in full, reflecting the total size of the analysis performed.

III. Remuneration

1. Any VAT invoices issued by JSJR following the execution of an order are paid in advance. All prices resulting from JSJR's applicable price lists are prices excluding VAT.
2. The payment date will be the date to which the JSJR's bank account is credited.
3. For any delay in paying the price of the services, the customer undertakes to pay a penalty of 0.1% per day of delay from the outstanding amount, calculated from the due date until the date of payment of the debt.
4. JSJR's entitlement to payment or other payments due for the services rendered shall be in advance from the performance of the services.
5. JSJR reserves the right to increase prices in case – due to the specific properties of the samples provided by the Customer that were not known at the time of acceptance of the order – increased non-standard expenses are required. In addition, prices may be increased in the event of a change in the applicable legislation during the order execution period, if such a change increases JSJR's expenses that are necessary for the execution of the order.
6. If the execution of the order cannot be continued or completed for reasons not attributable to JSJR, the Client shall compensate JSJR in proportion to the size of the works performed before their suspension. In this case, JSJR will not be held responsible for non-completion.

IV. Deadlines

1. The deadlines for the execution of certain orders will be agreed with the Client when the order is accepted by JSJR. These deadlines may be subject to modification based on the prior written agreement of the parties. The agreed terms shall not be fully enforceable for JSJR if the Client fails to cooperate prior to execution as necessary for the proper execution of the order. In this case, the final date of performance will be postponed, as the case may be, depending on the period of delay resulting from the Client's action or the Client's failure to fulfil its obligation to act.
2. If JSJR fails to meet any mandatory deadline, the Client must allow an additional period for the completion of the service in question, which shall not be less than 50% of the previously anticipated completion period. However, this additional period may not exceed the period initially anticipated for the performance of the service.
3. The client must make any objection to the quality of the execution in writing, within 14 days of receiving the confirmation of completion. Otherwise, the results of the services are deemed to be accepted without any objection.

V. Liability

1. JSHR can only accept liability in the event of a faulty damage proven by the Client.
2. JSHR is insured against liability to third parties in respect of their professional activities.

VI. Show them

1. If the execution of the order requires the provision of samples by the Client, the Client assumes all risks and expenses related to their delivery to the place indicated by JSHR. The above provision shall not apply if JSHR receives the sample material from the Client at a specific time and place agreed upon each time. If the Customer delivers samples through a postal or courier service provider, the Customer will be responsible for packing the samples as instructed by JSHR, if applicable. Any hazardous materials, as well as toxic or harmful substances, can only be delivered with the prior consent of JSHR regarding the delivery conditions.
2. To ensure the safety of JSHR and its employees, before sending and transmitting hazardous substances, the Customer must visibly label the packaging of the samples sent in accordance with Regulation (EC) no. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC and amending Regulation (EC) no. 1907/2006. The Client shall be fully liable for any damages suffered by JSHR or its employees resulting from any breach of the above obligations.
3. The Client shall be fully liable for any damage caused by the hazardous or harmful properties of the samples if the Client has not fulfilled its prior obligation to inform the company in writing

JSHR on hazards relating to delivered samples that are considered hazardous substances under the regulations referred to in paragraph 2.

4. The examination reports relate exclusively to the parameters of the sample delivered and not to the complete batches of products, unless the order includes the extraction, homogenization and analysis of the sample.
5. The Reports/Certificates refer exclusively to the results, facts and circumstances established at the time and place of provision of the service.
6. Unless otherwise agreed, JSHR is not obliged to keep the samples for a period longer than one month after their extraction/receipt, unless a shorter period is required due to the nature of the sample. Sample material that has not been used or treated during the performance of the service will be retained or disposed of at the expense of the Client, unless the parties agree to do otherwise. If the sample material is considered special regime waste, JSHR may send it back to the Customer at the Customer's expense.

VII. Right of suspension

In case of reasonable doubt as to the creditworthiness of the Client, JSHR may carry out the completion of the order according to the payment of the total amount of remuneration made by the Client, as well as the payment of all amounts due for the execution of any previous orders for which VAT invoices have been issued and which remain unpaid despite the expiry of the term.

VIII. Copyright and Privacy

1. JSHR expressly reserves all copyrights relating to opinions, expert opinions, review reports and analyses prepared at the request of the Client and which may be subject to copyright.
2. JSHR shall make available the results of the analyses and other similar information obtained as a result of the order placed exclusively for the Client, if the parties do not agree to act differently, in particular if the Client has agreed in writing to make the aforementioned documents available to third parties.
3. Each of the Parties is obliged to maintain the confidentiality of the professional secrecy of the other Party for the duration of the agreement and after its termination for good.
4. Professional secrecy shall be understood as any technical, technological, organizational, personal or other information, not disclosed to the public and relating to the party and its undertaking which has economic value and over which the parties maintain confidentiality, also depending on the size of the order provided to the Client by JSHR.
5. Neither party may communicate, make available, use, publish, etc. information other than professional secrecy in public appearances, conferences or training courses without the prior written consent of the other party.

IX. Final provisions

1. In the event that any disagreements regarding this GTC or the contract concluded between the parties cannot be resolved amicably, the parties have agreed to address the competent courts located at the registered office of J.S. HAMILTON ROMANIA SRL
2. The GTC and the aforementioned agreements shall be subject to Romanian law.
3. This contract has been concluded as a result of direct negotiations between the parties, and each of the Parties expressly declares that it has read and understood all the provisions of this contract and of the GTC, which represent the agreement of will of the Parties, obtained after a negotiation in good faith, and declares that by signing them they agree with all its provisions, including those provisions which, in the light of the provisions of art. 1203 of the Civil Code, could be considered non-essential clauses.

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For CUSTOMER

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For PROVIDER

Time: