



Föreningen ackrediterade Laboratorier

LABB 16

General Supply Regulations for Assignments within the Laboratory Sector

Adopted by Föreningen ackrediterade Laboratorier on 5 May 1991, revised on 22 April 2005, 9 September 2005, 8 April 2008, 16 November 2009 and 8 June 2016.

Föreningen ackrediterade Laboratorier ("the Swedish Association of Accredited Laboratories"), FaL, is an association of private laboratory companies whose business idea is to deliver analysis services to companies and organizations. Membership of FaL is a guarantee that the laboratory is not in such a relationship to another party as may impact financially or otherwise on the content of the Laboratory's analysis work relating to an Assignment.

When are these regulations implemented?

The general regulations stated below are intended to be implemented in all Assignments the Laboratory carries out for the Customer and in all agreements and transactions between the Laboratory and the Customer. They also apply to all undertakings according to these regulations, even if they arise at a later date but are attributable to the original agreement between the Laboratory and the Customer. Other general regulations or separate agreements referred to by the Customer, for example in conjunction with confirmations or invoicing or other transactions, are not applicable between the Laboratory and the Customer. In order to be applicable, all additions to these general regulations, in appendices and other documents appended to these regulations, shall be signed by both the Customer and the Laboratory.

Definitions of concepts

Customer refers to a customer (companies and organizations) that gives a Laboratory the task of carrying out an Assignment.

Laboratory refers to the laboratory that carries out the Assignment.

Assignment refers to a collective name for the analysis services the Laboratory undertakes in agreement with the Customer and on behalf of the Customer.

Sample refers to the material the Customer wishes to have analysed in an Assignment.

Sample Result refers to the outcome of all analyses ordered on the Sample within the Assignment.

Analysis refers to an individual or multiple determination made on one or several Samples within the Assignment.

Analysis Report refers to a document that includes Sample Results and concludes the whole or part of the Assignment.

Analysis Work means the whole or part of the Analysis within the Assignment that the Laboratory delivers to the Customer.

Written Confirmation refers to a confirmation sent by letter, email or any other means of transfer where the content can be verified.

1. Introduction

These regulations shall be applicable to the extent divergences are not made by means of written agreement.

2. Tender

2.1 If nothing else is agreed in writing, the tender is valid for 30 days from the date the same was sent from the Laboratory to the Customer.

2.2 All data and specifications stated by the Laboratory that describe analysis capacity, prices, technical design and similar, and are expressed in catalogues, brochures, advertising, information folders, image material, product sheets, websites and similar are approximate and binding on the Laboratory only in the event the Laboratory has made written reference to such data and stated the same expressly in the agreement with the Customer. All information stated above remains the (intellectual) property of the Laboratory. Such information may not be used, copied or handed over for the knowledge of any third party, be published or in any other way be made available without the written approval of the Laboratory.

2.3 If the Customer does not accept the tender, it is obliged to notify the Laboratory of this immediately and to return to the Laboratory all the information mentioned under Item 2.2. All documents including technical data, appended to the tender or sent later by the Laboratory to the Customer during the tender work constitutes the latest possible information available at the Laboratory. Such documents and information also remains the (intellectual) property of the Laboratory and shall be handled in such a way as described under Item 2.2.

2.4 Unless otherwise is stated, the Laboratory is entitled to debit a reasonable fee for work on a tender where the Customer has requested the Laboratory to submit such a tender.

2.5 The Laboratory's tender shall show the Analysis the Laboratory is accredited for, and the analysis parameters the Laboratory has carried out at its subcontractors.

2.6 All prices stated exclude value added tax.

2.7 The Laboratory is entitled, every six months in arrears, to index-adjust the price stated in the tender in accordance with K84.

3. Scope of the Assignment

3.1 The Laboratory shall within a reasonable time confirm the Customer's orders by means of Written Confirmation. The Assignment is deemed to have started on the day the Laboratory has sent such Written Confirmation of the Assignment to the Customer at the address stated by the Customer.

3.2 In the event there is a difference between the Laboratory's tender and the Customer's acceptance, the scope of the Assignment shall be determined by the Laboratory's Written Confirmation of the Assignment (Order Confirmation). The Customer shall provide the Laboratory with documentation showing information about the scope, volume or any other circumstance of the Analysis that the Laboratory requests and that is of importance for the execution of the Assignment. The Laboratory shall state an approximate time when the Assignment shall be completed.

3.3 The Assignment shall state a time plane showing when reporting shall be done on the whole or part of the Assignment. The Assignment shall also state the times at which the Customer shall provide the Laboratory with Samples.

4. Reporting of the Assignment

4.1 The Laboratory shall only report Analysis Results within the Assignment to the Customer at the address to which it is agreed the Assignment shall be sent according to Item 3.1.

4.2 In the event the Customer wishes results within the Assignment to be notified to more units than the one to which the confirmation according to Item 3.1 has been sent, the Laboratory may charge reasonable costs for this work.

5. Sample preparation

Sample preparation is done to the extent stated in the Assignment. In the event the Assignment does not state clearly whether certain Sample preparation is included or not, and its start or conclusion is of significant importance for the result, and the Customer's approval cannot be obtained, the Laboratory shall be entitled to make an independent decision to continue the work and to charge reasonable remuneration for this work.

6. Specifications

6.1 The Laboratory's specifications for the execution of the Assignment shall state the Sample volume, need for conservation, means of transport, packaging and other significant information for the Analysis Work.

6.2 The Customer shall, at its own expense and at the request of the Laboratory, gather parts of the information above and shall mark dispatches in such a way that the Laboratory does not have to undertake any measures to trace the origin of the dispatch or similar. If the Customer fails in these respects, the Laboratory is entitled to charge reasonable remuneration for any additional work.

7. Packaging, Sample bottles and transport

7.1 The Customer is responsible for the cost of transport and Sample bottles or other packaging that the Laboratory supplies for the execution of the Assignment.

7.2 The Customer is responsible for ensuring the Sample arrives at the Laboratory. In the event the Sample is sent in accordance with the Laboratory's advised logistics solutions or any other specific agreement is reached between the Customer and the Laboratory, and the Sample is damaged or lost during transport, the Laboratory shall pay compensation therefor. Compensation

is never paid over and above the compensation paid out by the transport company used or its insurer in settlement of the claim.

8. Late charges

8.1 A separate agreement should be entered into relating to late charges.

8.2 If the Laboratory finds that the Assignment cannot be completed and that the Analysis Result cannot be delivered at the time agreed, the Laboratory shall notify the Customer of this without delay. It shall be possible to confirm/verify the notice in arrears if the Customer so requires. If the delivery cannot be made at the time agreed and this is due to circumstances that the Laboratory could not reasonably have foreseen at the time of delivery of the Sample, the Laboratory is released from any late charge.

8.3 In order for the Customer to claim that a late charge shall be payable, the Laboratory must be notified by the Customer within ten days from the day delivery of the Analysis Result should have been made. At that time, the Customer shall also specify its claim.

8.4 If the time of delivery of the Analysis Result is exceeded and the delay is due to a reason other than those stated above in Item 8.2 or below in Item 9.2, or if the Laboratory has not notified the delay to the Customer before such time, and in the event a separate agreement on late charges is lacking, the Customer is entitled to receive a late charge that corresponds to no less than:

a) 5 per cent of the Analysis price for the Sample for each working day started for which the delay has lasted if the agreed delivery time was no longer than three working days; or

a) 5 per cent of the Analysis price for the Sample for each working week started for which the delay has lasted if the agreed delivery time was longer than three working days.

8.5 In the event a separate agreement on late charges has not been reached, the late charges may not exceed 15 per cent of the Analysis price for the Sample. Late charges are never payable in cases where the Customer has given rise to the delay.

9. Damages

9.1 The liability for damages only covers compensation for direct costs of the contracting party for error or negligence; see further under Item 11. Damages do not cover injury or loss to any third party or other indirect damage (indirect loss), such as loss of profit, expected saving, loss of income or other general financial loss. The Laboratory's liability does not cover injury or loss caused by the Customer, such as the Customer providing incorrect prerequisites or information, or changes to the Analysis Result provided by the Laboratory without the Laboratory's approval.

9.2 In order for the Customer to be entitled to terminate the Assignment early by cancelling the agreement, make a price reduction or claim damages due to delay according to Item 8 above, the Customer and the Laboratory shall have reached a separate written agreement that so may be done.

9.3 The Laboratory shall state an approximate time when the Assignment shall be completed. If completion of the Assignment is delayed and this is not due to the Laboratory, the Laboratory is

entitled to compensation for the additional costs the time spent may entail.

10. Complaints

A Customer who wishes to claim that an error has been made in the Analysis Work shall promptly notify the Laboratory of this after receiving the Analysis Result. The Customer shall provide a detailed description in writing of the nature of the error within ten days from the day such notice was given.

11. Guarantee

The Laboratory is liable for damage caused by errors in the Analysis Report in accordance with the wording in Item 9. In order for damages to be payable, the Customer shall report the scope of the damage and any claim to the Laboratory within ten days from receiving the Analysis Report. The Customer is not entitled to any remuneration over and above what the Laboratory's insurance company pays out in conjunction with settlement of the claim.

12. Payment

12.1 Payment shall be made by the Customer in the manner and at the time stated in the Written Confirmation of the Assignment. If any regulations on this are lacking, payment shall be made no later than 30 days after the Analysis Report has been submitted. In the event the timing of the Analysis Report is delayed due to changes or additions to the Assignment caused by the Customer, the Laboratory shall be entitled to partial payment at the time the original Analysis Report should have been completed.

12.1 Acceptance or other undertaking is not considered as payment until full settlement has been made. If any reasonable cause arises to assume that the Customer will be unable or does not intend to fulfil its payment obligation or other obligations within the Assignment, the Laboratory is entitled to demand the requisite security from the Customer. If security that is acceptable to the Laboratory is not offered, the Laboratory is entitled to terminate the assignment in whole or in part without presenting an Analysis Report.

12.3 In the event of failure to pay, the Laboratory shall be entitled to charge interest according to the Swedish Interest Act as from the due date on that part of the invoiced amount including value added tax that has not been paid. Payment is deemed to have been made on the day the Laboratory can dispose of the money.

12.4 In the event of a change in exchange rate, the Laboratory is entitled to make the corresponding adjustment to tenders awaiting acceptance and work started. In the event a payment reminder is sent, the Laboratory is entitled to charge a reasonable fee for this.

13. Confidentiality

The Laboratory shall not disclose any information relating to the Analysis Report without the Customer's approval.

14. Grounds for exemption

14.1 A party is exempted from sanctions for failure to fulfil a certain obligation according to this agreement if the failure is caused by a circumstance of the nature stated below ("Exempting Circumstance") and the circumstance prevents, makes considerably more difficult or delays the fulfilment thereof. Events such as measures or failures by public authorities, new or amended legislation, labour market conflict, blockade, fire, flood or large-scale accident shall be deemed to be such Exempting Circumstances.

14.2 A party that claims exemption according to the provisions above shall inform the other party thereof without delay.

14.3 Irrespective of what is stated above in relation to exemption from sanctions, a party may give notice of immediate termination of the agreement if the fulfilment of a certain obligation is delayed for more than 3 months.

15. Disputes

15.1 Any dispute relating to the creation, interpretation or implementation of this agreement, and any agreement and legal circumstances arising therefrom shall be determined by arbitration according to the Expedited Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. In the event the amount claimed in the case exceeds SEK 5 million, the dispute shall however be determined by arbitration according to the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

15.2 Irrespective of what is provided above, a party may bring a case that clearly does not relate to an amount higher than ten (10) base amounts according to the Swedish National Insurance Act (1962:381) to an authorized Swedish general court.

15.3 The Laboratory is entitled to use a public court for the collection of a receivable overdue for payment.

15.4 Swedish law shall apply to this agreement.

16. Statute of limitation

Any claim against the Laboratory becomes void if arbitration according to Item 15 is not initiated within one year from the date the Analysis Report from the Laboratory should have been submitted.