

GENERAL TERMS OF SALE

(* Qualification Test

BIDEA includes a qualification test in its commercial price offers for Initial Cleanliness Inspections. This test does not have to be repeated in subsequent inspections if there are no changes to the component at a production or construction level and the customer confirms this.

In routine inspections, it is the responsibility of the client to notify BIDEA if there have been any changes in the sample at a construction or production level. The laboratory is exempted from any responsibility in case the client has made changes in the production or construction process of the test sample and these changes have not been notified to the laboratory.

1. Scope of supply

BIDEA LAB scope of supply is limited exclusively to analyzing the existing state of the sample delivered at the time of the inspection. BIDEA LAB is not responsible for the information and data provided by the client for the performance of the test. Inspection reports and their results refer exclusively to the tested samples.

The scope of supply of the laboratory ends with the execution and delivery of the inspection report. BIDEA LAB will not comment on the results, make value judgements, give opinions on the test results, or make any other comments on the results of the test.

2. Inspection Reports

Inspection reports sent to the client are considered as original. A copy will be kept on file at BIDEA LAB for a period of 5 years. Reproduction of BIDEA LAB test reports in whole or in part is prohibited. The test conformity acceptance criteria will be carried out according to document IT-LAB04 available at www.bidea-lab.com.

3. Inspection Samples

It is the absolute responsibility of the client to deliver to BIDEA LAB the samples to be tested in a perfect state of conservation, preserved in such a way as to avoid contamination for subsequent analysis and in an adequate quantity for its practice.

Samples must arrive at the laboratory perfectly identified. BIDEA LAB reserves the right to reject samples if they are not received in perfect condition for analysis and/or testing, proceeding, at the discretion of the laboratory, to their return or disposal, at the client's expense. Additional information can be downloaded at: <https://www.bidea-lab.com/muestras/>

4. Tested Samples: WARNING

Test samples may be damaged by chemical incompatibility or deteriorate during testing, storage or transport and **MUST BE CONSIDERED REJECTED** after the inspection has been carried out. Test samples do not undergo post-treatment process.

In general, in the post-inspection phase, the laboratory shall proceed as described in point five (5). Exceptionally, if despite this warning, the customer requests inspected samples to be returned, the laboratory shall proceed as described in point six (6). By requesting the return of the samples, the client is releasing the laboratory from any responsibility for any damage to the samples and for any subsequent use of the samples.

5. Scrapping of test samples and filters:

On a normal basis, the laboratory sample scrapping cost (*) is included in sales prices and BIDEA will proceed to scrap them immediately upon completion of the inspection being exempted from any liability for this fact.

(* If the disposal of inspection samples entails an extraordinary cost to the laboratory, scrapping costs will be described in BIDEA's price offer.

These costs are calculated based on three criteria:

- If the sample is composed of more than one type of material
- If the dimensions of the sample are greater than [mm] 100 x 150 x 150
- If the sample exceeds 5 kg.

Extraction filters are retained for a period of 3 months from the date of the test report as part of the laboratory's quality assurance measures, period after which the laboratory proceeds to its destruction and is exempted from any responsibility for this fact.

6. Return of test samples

If, despite the warning described in point 4, the customer decides to request the return of samples, written notification is needed when at the confirmation of the present price offer. Sample conditioning for return is subject to a fee of € 20 (verification, order conditioning, transfer to the pick-up area, preparation of the documentation related to the order and traceability). If the customer notifies BIDEA that the return of test samples is requested, BIDEA will update this offer accordingly.

In this case, the client must pick-up the samples in a maximum period of seven (7) calendar days after the date of delivery of the inspection reports, under EXW conditions, transportation and risk being born by the client. Samples will be returned in the same packaging in which they were received.

7. Identification and Packaging

Samples must arrive at the laboratory correctly packaged and identified. BIDEA LAB reserves the right to reject samples if they are not received in perfect condition for analysis and/or testing, proceeding, at the laboratory's discretion, to their return or disposal, at the client's expense. Additional information can be downloaded at: <https://www.bidea-lab.com/muestras/>

8. Prices

Quoted prices are always subject to confirmation and are not binding until a purchase order has been confirmed in writing. All prices quoted are EXW (ex-works) without packaging and are subject to applicable VAT. If the contamination load of the sample to be tested is such that it saturates the test equipment, a cleaning surcharge of € 1000 per loss of capacity will be charged in addition to the purchase order amount.

9. Delivery time

The execution time for the analytical services to be performed by BIDEA LAB will be approximately seven to ten working days after receipt of the order and samples (both conditions are necessary for the start of the services).

10. Terms of payment

BIDEA LAB's payment term is 30 days, invoice date after delivery of the inspection reports. BIDEA LAB only accepts payment by bank transfer to the account number indicated on the invoices. Any bank charges, discounts or other costs shall be borne by the client. All costs arising from the return of invoices or any other bank charges incurred due to non-payment by the client on the agreed due date will be charged to the client, regardless of the causes of the client's non-payment.

11. Confidentiality

BIDEA LAB and the CLIENT undertake to treat all documents, data, materials, and information provided by one of them to the other as confidential and not to disclose them to any third party or use them for any purpose other than the performance and development of the contracted service, unless the prior written consent of the other party is obtained. This obligation shall remain valid even after termination of the contract. Both parties undertake to impose the same standard of confidentiality on employees or suppliers involved in the contracted activity.

12. Acceptance

To begin any of the services contracted, it is necessary to send BIDEA LAB formal and express acceptance of its offer, ratifying it by means of a purchase order or payment in advance. The Client shall be responsible for issuing the purchase order in favor of BIDEA LAB for the service to contract prior to the start of the service. The content of this offer shall be considered fully accepted by the client if the latter ratifies it by means of a purchase order or other confirmation document.

13. Privacy Policy

The personal data provided will be processed by BIDEA LAB, SLU with NIF B66578782 in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data. The data provided will be processed for the time necessary for the fulfillment of the purposes for which they are processed, and for the time needed for the fulfillment of the legal obligations of the data controller. The data will not be transferred or communicated to third parties, except in the legally established cases. We remind you that you have the right to exercise your rights of access, rectification, cancellation, limitation, opposition and portability free of charge by sending an e-mail to info@bidea-lab.com or to the following address: C/ Mejía Lequerica, 8 , 08028 - Barcelona (Barcelona) and to request the protection of the Spanish Data Protection Agency at www.aepd.es.

14. Liability and Warranty

BIDEA LAB's liability for claims of any nature whatsoever shall not exceed in the aggregate the basic contract price and shall in no event include damages arising from loss of profits, loss of revenue, production or use, capital costs, downtime costs, delays and claims by Buyer's customers, substitute energy costs, loss of anticipated savings, increased operating costs or any special, indirect, or consequential damages or losses of any kind whatsoever. The limitation of liability contained in this clause shall prevail over any other limitation contained in any other contractual document which is contradictory or inconsistent with this clause, unless such provision would further restrict the liability of BIDEA LAB.

15. Final Clause

These Terms and Conditions are valid for all commercial relations between BIDEA LAB, S.L.U. (hereinafter BIDEA LAB) and the CLIENT (even if they are not expressly referred to). Any deviating or supplementary terms and conditions of the client do not become part of the contract, even if they are not expressly contradicted. By placing an order with BIDEA LAB, the customer declares its binding consent to these Terms and Conditions. These General Terms and Conditions supersede all previous documents containing such Terms and Conditions and may be subject to change at any time, without prior notice, written or otherwise. A client in the sense of these Terms and Conditions is a natural or legal person with sufficient legal capacity to contract the services of BIDEA LAB. Spanish law shall apply to these general conditions, and to the legal relations which may arise from applying and interpreting them. For the interpretation and application of these general terms and conditions of contract, the parties shall submit, renouncing any other jurisdiction, to the courts and tribunals of Barcelona (Spain).