

General sales terms and conditions for QUALIO and LNE-LTFB laboratories

The general sales terms of the University of Franche-Comté are available at: <http://www-old.univ-fcomte.fr/download/partage/document/valorisation/conditions-generales-vente-ufc.pdf>

The present sales terms and conditions, given to the customer by QUALIO or the LNE-LTFB, define the general conditions of the services offered by QUALIO and the LNE-LTFB.

Any order from the Customer constitutes acceptance of these Terms and Conditions by the Customer prior to the analysis of the samples or the calibration of the devices. Otherwise, QUALIO or the LNE-LTFB disclaims any responsibility for possible disagreements.

1- Application of the general conditions

QUALIO and LNE-LTFB, below called "the Laboratory", make a commitment to supply services according to the present conditions; all the offers or the submissions of service and all the contracts or other agreements by resulting will be governed by the present general terms of sale.

The fact of placing order involves on behalf of the Customer its membership without reserve in general terms of sale, except opposite specific written convention.

2 - Nature of the services**Testing reports, calibration certificates**

QUALIO and LNE-LTFB are accredited by Cofrac, respectively for "testing" for the realization of physico-chemical analysis on water and on muds and for "calibration" for the realization of calibrations in interval of times, frequencies, stability, drift and spectral density (Cofrac accreditations testing 1-6283, calibration time-frequency 2-06 and 2-13, list of sites and scopes are available on www.cofrac.fr).

For any element/range included in its scope of accreditation, the Laboratory must provide results under accreditation, except in special cases; QUALIO and LNE-LTFB therefore issue respectively testing reports and calibration certificates under accreditation. If the Customer wishes a testing report or a calibration certificate without accreditation, he must contact the Laboratory to validate or not the feasibility of his request.

If it turns out that it becomes impossible to provide a testing report/calibration certificate under accreditation, or if this corresponds to a request from the Customer validated by the Laboratory, the Customer is informed that providing a testing report/calibration certificate which has not been provided under accreditation is not presumed to comply with the NF EN ISO/IEC 17025 in force, and is not covered by international recognition agreements.

Verification report, opinion and interpretations:

The Laboratory does not emit verification report. The Laboratory does not emit either opinion, or interpretations.

Declaration of compliance:

The LNE-LTFB does not emit declaration of compliance.

QUALIO:

The Customer who wishes that a declaration of compliance appears on its testing report has to inform QUALIO before the analysis, at the latest at the time of the order.

The proposed specifications and decision rule will then be validated during the review of the request and will be indicated to the Customer by QUALIO; the decision rule will appear in the testing report (unless if it is inherent to a specification or to a standard).

If the Customer has not asked to take into account the uncertainties and in the absence of an explicit mention of the uncertainties in the standards, or if the standards state that the specification limits have been set taking into account uncertainty, the declaration of compliance will be made only by comparison with the specifications, except in the case mentioned below §8.

Any declaration of compliance appearing on a testing report is provided under accreditation if all the results for which it applies are themselves provided under accreditation.

For a known analytical/calibration method (for example,

according to a standard), the Laboratory may have to implement a repealed version of the method; in this case, this is indicated in the rates, in the quotes, and in the testing reports/calibration certificates.

The Customer can supply to the Laboratory a particular *modus operandi* for the analysis or for the calibration. In this case, the Laboratory does not engage its responsibility as for the validity of the results and the testing/calibration are not covered by the accreditation. In the lack of precision on behalf of the Customer, the Laboratory will apply the method of analyse/calibration which seems to him the most appropriate considering his ways of investigation, technical, operational or financial constraints and supplied information, without that his responsibility can be looked for the failure to respect a particular method (cf notes 1 and 2).

The Laboratory will have to be beforehand consulted for unregistered services in its service catalogue lists and can refuse a testing/calibration not entering within the framework of its skills.

QUALIO:

The Laboratory's service catalogue indicating the followed standard, the quantification limit, the required volume, the accreditation, ... is available on the QUALIO web page.

3 - Order

The Laboratory acts for the charged Customer, here appointed by "Customer", natural or legal entity from which emanates the instructions by virtue of which it intervenes.

The Customer defines his order in association with the Laboratory. The particular requirements must be accepted by a person in charge of the concerned Laboratory.

Any order is considered as being definitive from the date of reception of the order. A modification of an order can be envisaged after agreement between both parts. Any service undertaken according to the order will be subject to invoicing.

4 - Routing and delivery of samples to be tested/devices to be calibrated

Samples to be tested/devices to be calibrated will be forwarded and delivered to the Laboratory at the risks and the dangers of the Customer.

The Laboratory engages its responsibility only from the acceptance of the sample to be tested/the device to be calibrated.

The routing of samples to be tested/devices to be calibrated can be organized by the Laboratory, with a contribution to costs on behalf of the Customer, variable according to the amount of testing/devices to be calibrated.

For any additional information, the Customer can contact the Laboratory.

Whatever the testing/calibrations to be carried out, the samples to be tested/the devices to be calibrated must reach the Laboratory concerned at the address indicated on the price quotation (LNE-LTFB: UT 2-06 or UT 2-13 depending on the type of calibration), during the reception hours indicated below, either by mail, by carrier or by on-site deposit by the Customer and, for the QUALIO Customer, within the deadlines indicated in the standard NF EN ISO 5667-3.

Reception of samples to be tested in QUALIO :

Monday to Thursday: 8h00-12h00 and 13h00-16h30
Friday and day before holiday: 8h00-12h00

Reception of device to be calibrated in UT 2-06 :

Monday to Thursday: 8h30-12h00 and 13h00-16h00
Friday: 8h30-12h00

Reception of device to be calibrated in UT 2-13 :

Monday to Friday: 9h30-12h00 and 14h00-17h00

LNE-LTFB:

For a device containing a battery, it is of the responsibility of the Customer to make sure that this one is capable of ensuring the correct functioning of the device during all the duration of the calibration. The Customer authorizes implicitly LNE-LTFB to proceed with the replacement of the battery in case LNE-LTFB would notice that this one is responsible for a dysfunction of the device; the battery will then be charged to the Customer. The Customer which does not accept this possibility is requested to report it upstream to the LNE-LTFB.

QUALIO:

The Laboratory is not responsible for the taking, for the routing, for the preservation before reception and for the delivery of samples to be tested.

The Customer is informed about the existence of the series of the standards ISO 5667: "quality of the water - Sampling: guidelines".

The shelf-life before stabilization, the packaging and the volume of necessary sample for the wanted tests are indicated on the current price list.

QUALIO can supply to the Customer:

- iceboxes for the transport of samples;
 - bottling of taking, guaranteed exempt from contamination for the parameters analyzed by QUALIO.
- QUALIO clears its responsibility for any bottling not supplied by himself.

5 - Reservations (QUALIO)

Reservations are expressed on the results obtained if the samples tested by QUALIO are not provided within a timeframe allowing the start of the analysis within the time limits prescribed by the current standards of the NF EN ISO 5667 series.

If inconsistencies between the sample and the requested tests are observed, reservations are also issued by QUALIO on the testing report.

For any further information, the Customer may contact QUALIO.

6 - Carrying out tests/calibrations

The samples to be tested/the devices to be calibrated delivered to the Laboratory must refer to an estimate or a purchase order specifying the parameters to be tested and the methods to be implemented/the calibrations to be carried out. Any document worthy of order and belonging to the Customer can be provided to the Laboratory if it details the parameters to be tested/the calibrations to be carried out.

QUALIO:

When accepting a sample, QUALIO verifies that it conforms to the acceptance conditions, according to the standards in force of the NF EN ISO 5667 series; the Laboratory may make reservations, if necessary (cf §5).

If it is impossible to carry out or maintain mandatory deadlines, QUALIO may subcontract all or part of the tests to an accredited laboratory, with the Customer's consent (cf note 3).

7 - Handling samples and devices after tests/calibration**QUALIO:**

Samples are kept at least until validation of the test report. They are then destroyed unless if a written request is made by the Customer, at the latest the day of receipt of the samples by QUALIO, in order that the

- 1) **Note 1** : if several methods are available for the same test/calibration, the Customer agrees that the Laboratory may choose the most appropriate technically and without price changes, even if it differs from that indicated on the order form, without a new contract review; otherwise, the Customer must contact the Laboratory.
- 2) **Note 2** : for technical reasons, the Customer agrees to allow to QUALIO the opportunity to make the results related to its tests out of accreditation, even if these are part of its scope of accreditation, without a new contract review; the fact that a parameter has been tested without accreditation will then be indicated to the Customer on the testing report; otherwise, the Customer must contact QUALIO.
- 3) **Note 3** : the Customer accepts the possibility that QUALIO subcontracts a test to an accredited laboratory and that, in this case, the limit of quantification may be greater than that announced by QUALIO; otherwise, the Customer must contact QUALIO.

Laboratory store them longer or return them to him; the cost of reshipment is then at the responsibility of the Customer.

The accidental destruction of the samples during the reshipment cannot be attributed to QUALIO.

LNE-LTFB:

The devices are re-shipped to the Customer or a third party designated by the Customer by LNE-LTFB after verification of the calibration results.

The cost of re-shipment, taken into account in the estimate, is the responsibility of the Customer.

8 - Issuing testing reports/calibration certificates

When the test of a sample/the calibration of a device is completed, a testing report/a calibration certificate is edited, verified and validated according to the guidelines of the NF EN ISO/IEC 17025 standard (original signature or affixing of the digital image of the signature of one of the persons authorized).

The test report/the calibration certificate is then sent by the Laboratory to the Customer, by email with attachment, after reception of an agreement for electronic transmission by the Customer. If the Customer does not accept this agreement, the testing report/calibration certificate is sent to him in paper form by mail.

The Laboratory is authorized by the Customer to issue the testing report/the calibration certificate to a third party, if it has been instructed by the Customer or if this follows implicitly from the circumstances, practical uses or regulations.

With the exception of information published by the Customer, of cases agreed between the Client and the Laboratory, and of applicable legal requirements, all information to which the Laboratory has access for the service to be performed for the Customer is treated confidentially.

The Laboratory is legally responsible for any validated original testing report/calibration certificate sent to the Customer.

If the Customer wishes more precision in relation to the results provided on the testing report/calibration certificate or in relation to the associated measurement uncertainties, it is his responsibility to contact the Laboratory.

QUALIO:

- The results given by QUALIO take into account the suspended solids except when the filtration is indicated in the analytical standards or made necessary by the matrix; in the latter case, this is specified in the testing report.

- If the Customer has not asked to take into account the uncertainties and in the absence of an explicit mention of the uncertainties in the standards, uncertainty does not appear on the testing reports, except in case if it is necessary for the interpretation of a result and if the Customer has not previously request otherwise.

- For parameters using a calculation, values below the Limit Of Quantification are not taken into account in the calculation.

This calculation is provided under accreditation if and only if the various tests results contributing to it have themselves been reported individually under accreditation.

- The unit of result of the dry matter (MS in french) is g/l or g/kg according to the matrix, at the discretion of the technician; if the Customer wishes to obtain a result in either of these units specifically, he must ask QUALIO before the analysis.

LNE-LTFB:

The Customer equipped with Syref systems that support it (v2-5 and later) has a direct access through the receiver's online interface to the validated and signed calibration certificates. In this case, the sending by email is not automatic and is only done if necessary at the request of the Customer.

9 - Deadlines for issuing testing reports/calibration certificates

Deadlines for sending the validated testing report/calibration certificate after receipt of the sample to be tested/the device to be calibrated (except when discussed with the Customer, the deadlines indicated by him on his order cannot substitute for these-after):

QUALIO :

- Basic physico-chemical tests on water and on volatile organic compounds: 2 weeks

- Analysis including metallic tracks on water and on cyanides: 3 weeks

- Analysis including organic micropollutants on water (excluding volatiles): 4 weeks

- Analysis including metallic tracks and organic micropollutants on sludge: 5 weeks

LNE-LTFB :

- Chronographs = 15 days

- Atomic clocks (short term) = 15 days

- Atomic clocks (long term) = 2 months

- Atomic clocks (short term + long term) = 2,5 months

- Others = 30 days

These deadlines may vary depending on the evolution of the activity and the uncertainties in performing the tests/the calibration. A delay in the tests/the calibration will not give rise to any damages or penalties.

In case of urgency for the Customer, specific deadlines may be negotiated.

10 - Use of QUALIO/LNE-LTFB and Cofrac logos by the Customer

The Laboratory authorizes the Customer, subject to prior agreement, to reproduce its testing reports/calibration certificates or to incorporate those into its own documents only if the testing report/calibration certificate is reproduced or incorporated in its integral form.

The Laboratory also authorizes the Customer to indicate that he uses an accredited laboratory for the processing of the concerned services.

On the other hand, the Customer is not allowed to use the Laboratory and Cofrac logos, alone or together, nor the official textual reference to the Laboratory's accreditation.

11 - Data storage and traceability

The Laboratory commits to a traceability of raw data over five years.

QUALIO:

Each Customer has a file, including orders, quotes, letters,... The Customer can have access to all or part of this file over a period of five years.

LNE-LTFB:

Each calibrated device has a calibration file containing all the information needed to establish the traceability of the calibration. The Customer may have access to all or part of the information from this file over a period of five years.

12 - Payment facilities

Laboratory fees, annually set, can be obtained by the Customer on his request.

The applicable price is that indicated on the quote (with the date of validity of the quote), if applicable.

Without quote, and excluding the specific contract accepted by both parties, the price will be the one in effect on the day of receipt of the samples to be tested/the devices to be calibrated on the Laboratory site.

The prices are exclusive of tax. The VAT in effect on the day of invoicing applies.

The date of issue of the payment order constitutes the due date of the claim, unless otherwise indicated by the Customer on the order. The accountant responsible for the recovery is the Accountant of the University of Franche-Comté, 1 rue Goudimel, 25030 Besançon Cedex. The terms of payment are detailed by this one.

In case of difficulties to pay the amount claimed, the Customer will contact the accountant responsible for recovery. In case of unpaid, even partial, the Laboratory will be entitled to immediately suspend all work and unilaterally terminate contracts in progress. The conditions of application, the interest rate for late payment penalties due the day after the settlement date, as well as the amount of the lump sum indemnity for recovery costs are defined in the general sales terms of the University of Franche-Comté.

LNE-LTFB :

Customs fees/customs clearance, fees of temporary importation, and fees for return of calibrated device are charged to the Customer by the LNE-LTFB.

For Customer outside France, the supply of the calibration certificate takes place only after payment of the invoice by the Customer.

13 - Claims and information

A description of the claims processing process by the Laboratory may be available to the Customer or any interested party, upon request.

To claim or obtain information on the settlement or the payment of sums due, the Customer will contact the Accountant of the University of Franche-Comté.

For any claim relating to the quality of the service, the Customer will contact the signatory of the testing report/ the calibration certificate.

The parties will seek, before any contentious action, an amicable agreement. Disputes arising from invoicing are subject, subject to the sovereign appreciation of the courts, to the jurisdiction of the administrative court, which must be referred directly by the Customer within two months of notification of the title. For disputes that are not within the jurisdiction of the administrative court, only the courts of Besançon will be competent.

14 - Financial terms

Rates in force for the year (QUALIO: specifying the parameters under accreditation and the methods used).