

General terms and conditions

- 1. Area of Application**
 - 1.1. All orders accepted by CrossChem (hereinafter referred to as "CrossChem") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed by telephone that have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with CrossChem is accepted by CrossChem. An order placed with CrossChem is considered accepted by CrossChem when (a) CrossChem proceeds to fulfil that order without needing any written confirmation or (b) CrossChem accepts the order in writing.
 - 1.2. These Terms and Conditions replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties.
- 2. Placement of Order**
 - 2.1. A customer's order will be valid only if it is sent by DHL or any other courier company, mail or by other electronic message or by phone call. The commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times, and delivery date) must be agreed upon at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to CrossChem quoting the customer reference. CrossChem is not obligated to start any analytical work unless the order is clear and it has been provided all required information.
 - 2.2. CrossChem is entitled to charge management and administrative fees in connection with requests for additional services to an existing order. A request for additional services on samples that have entered the laboratory may postpone CrossChem's estimated test report delivery date accordingly.
 - 2.3. The tests are generally subject to the standard ISO 17025.
 - 2.4. The values provided are the result of the tests carried out in compliance with the rules of best practices for the laboratory and thus may not cause CrossChem to be held liable.
 - 2.5. CrossChem may delegate all or part of the Services to a subcontractor and the Client authorises it to disclose to the subcontractor any information necessary for the performance of the Services.
 - 2.6. Any modification occurring after CrossChem accepts the order and before starting performance of the Services must be made in writing by the Client's representative and duly approved by him/her and accepted by CrossChem. Any additional works jointly agreed upon during the performance of the works shall be subject to additional costs and an additional timeframe for analytical work.
- 3. Price and Terms of Payment**
 - 3.1. Prices are exclusive of all applicable taxes (including VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.
 - 3.2. Unless specifically agreed otherwise by CrossChem in its acceptance of an order, payment of all invoices is due strictly within 3 days of the invoice date. Any dispute about invoices must be raised within 7 days of the invoice date.
 - 3.3. The invoice settlement method is bank transfer. Any other method of payment must receive prior agreement from CrossChem.
 - 3.4. CrossChem is entitled to require payment of up to 100% of the order price as a condition of testing acceptance.
 - 3.5. Quotes offered by CrossChem are valid for 60 days from the date of issue. Quote is for evaluation only and does not include the terms and conditions for testing services. The quoted fee does not include applicable taxes.
 - 3.6. The prices indicated are established on the basis of the data provided by the Client and for the normal conditions of performing the Services. Any modification of the subject and the scope of the Services or the conditions for performing these shall be subject to invoicing on the basis of the Services actually carried out, by applying the tariff in force at that time.
 - 3.7. In the case of a cancellation of the Services, an invoice shall be prepared on the basis of the costs incurred, plus a debit compensation corresponding to 10% of the amount of the order.
- 4. Duties of Customer in Delivering Samples**
 - 4.1. The delivery of the samples by the customer shall be at the customer's expense and risk. This does not apply if collection has been agreed upon. In the case of shipment by the customer, the sample material must be properly packed in compliance with legal regulations which are responsibility of the Client.
 - 4.2. The samples must be in a condition that makes the preparation of reports/analyses without difficulty or damage. CrossChem is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report. The customer shall bear the costs of this initial examination if the samples or materials do not comply with the requirements described in this clause
 - 4.3. If the result of the initial examination is that an analysis is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – CrossChem shall be entitled to terminate or interrupt the order, and the customer shall bear costs incurred by CrossChem to that point. If, in CrossChem opinion, the characteristics or contamination of the test sample will make the testing process or the cleaning of the analytical instruments more difficult, or will cause any unexpected damage to the analytical instruments, CrossChem reserve exclusive right to charge extra for the testing process, cleaning of the instruments and repair of the instruments. In special cases, the following situations may even lead to a refusal to test your sample:
 - The requested test method is not applicable or valid;
 - Imminent or incalculable health risks to our laboratory staff;
 - If there are reasonable suspicions that the sample may cause damage to the analytical instruments prior to testing;
 - Damage to our analytical instrument equipment due to sample impact.
- 4.4. The customer must ensure and hereby warrants that no sample poses any danger, including on its site during transportation, in the laboratory, or otherwise to CrossChem premises, instruments, personnel, or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation, and disposal, and to inform CrossChem personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination, as well as the risks to CrossChem premises, instruments, personnel, and representatives related to the contamination. The customer shall be responsible for and indemnifies CrossChem against all costs, damages, liabilities, and injuries that may be caused to or incurred by CrossChem or its personnel or representatives, including on the sampling site, during the transportation, or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste.
- 5. The analytical service**
 - 5.1. On receipt of the sample together with a completed Sample Submission Form, the nature of the sample and requested analyses will be reviewed.
 - 5.2. CrossChem reserves the right to refuse to accept any sample(s) for analysis and customers will be notified of any such decision.
 - 5.3. Samples are generally analysed on a "first come first served" basis. CrossChem aims to complete the analyses within 24 hours from receipt of sample although this may be affected by other factors including instrument availability, type of analyses requested etc. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be discussed with customers prior to commencement of the analysis.
 - 5.4. The analysis will only relate to the sample as received and not from any bulk from which the sample may have been taken.
 - 5.5. It is the policy of CrossChem not to provide interpretations or opinions on results of analyses although we will be prepared to discuss the facts contained in the analytical report.
 - 5.6. Whilst it is the policy of CrossChem not to use sub-contractors, there may be instances where this becomes necessary. If so, this will be discussed with the customer prior to the acceptance of the contract.
- 6. Property Rights on Sample Material and Sample Storage**

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- 6.1. All samples become the property of CrossChem to the extent necessary for the performance of the order and until full and complete payment of the principal, interest and possible costs of recovery for the corresponding invoice as well as all other invoices which remain unpaid in part or in full.
- 6.2. After sending the test report to the customer, the remaining sample parts will be stored in the CrossChem archive for another four (4) weeks and then destroyed or disposed of accordingly, without providing a separate additional report.
- 6.3. If the customer requests the return of unneeded sample material, CrossChem will return them to the customer at the customer's cost and risk.
- 6.4. The customer shall be liable for any damage caused by a dangerous condition of the sample material. The customer is obliged to inform CrossChem of all known hazards. Samples shall be stored for four weeks, provided their condition allows and they have not been consumed or modified for testing purposes. Longer storage shall be remunerated by the customer. After the storage period has expired, the samples will be disposed of, and the costs incurred can be charged to the customer. If the customer wishes the samples to be returned, this will be done upon a written request and at the customer's expense.
- 7. Delivery Dates and Turnaround Time**
- 7.1. Delivery dates and turnaround times are estimates and do not constitute a commitment by CrossChem. Nevertheless, CrossChem shall make commercially reasonable efforts to meet estimated deadlines.
- 7.2. The timeframe for the delivery of the test report is indicated in the proposal.
- 7.3. Results are generally sent by mail, email, or via other electronic means, to the attention of the persons indicated by the customer in the order promptly after the analysis is completed and the invoice is paid.
- 7.4. The test report is automatically transmitted electronically in PDF format to the e-mail address of the party which received the quotation. CrossChem can send reports on another format but only pdf form is authentic. According to these general sales conditions, customer understands risks involved by the results electronic transmission.
- 7.5. The test reports shall be transmitted in Latvian or English unless explicitly requested otherwise by the Client. The translation of the reports to other languages shall be subject to additional cost and shall be subject to a request for an estimate.
- 7.6. For subcontractor accreditations, the test report for the subcontractor will be transmitted directly to the Client.
- 7.7. In the event of a report containing errors, a second version shall be prepared and this shall cancel and replace the preceding version, which the Client undertakes to destroy in all forms (electronic, paper, etc.).
- 7.8. Cases of force majeure and special difficulties of supplies attributable to the suppliers of CrossChem shall result in extensions of the timeframes and the Client shall in all cases be kept informed about this.
- 7.9. The timeframe between sample reception and the submission of the results commences on the day when the samples are received if that is done before 10:00 am. If the sample is received after 10:00 am, the submission of the result takes place at the end of the following business day.
- 7.10. If applicable, all customs charges are covered by the Client. If the customs are cleared by CrossChem, then Client will be invoiced about these services accordingly.
- 7.11. When the Services cannot be done on the planned date because of a reason due to the Client, a new date shall be defined by joint agreement and taking into account the reservations already recorded by CrossChem.
- 8. Transfer of Property**
- 8.1. The property right of any analysis results, products, equipment, software, or similar supplied by CrossChem to the customer will remain with CrossChem until all invoices in respect thereof have been paid by the customer in full. In addition, even if CrossChem has accepted and begun to fulfil an order, CrossChem has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to CrossChem, whether for that or any other order.
- 8.2. Even after payment in full by the customer, CrossChem shall retain the right to store and use all analysis results for internal purposes.
- 9. Limited Warranties and Responsibilities**
- 9.1. Each analytical report relates exclusively to the sample analysed by CrossChem. If CrossChem has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed, or if the customer has not followed CrossChem's recommendations, CrossChem shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.
- 9.2. The customer is responsible for the proper delivery of samples sent to CrossChem for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by CrossChem, CrossChem accepts no liability for any loss or damage to samples or materials in transit or for any loss or damage caused by samples or materials that CrossChem is asked to dispose of.
- 9.3. In no event shall CrossChem be liable to a customer for any indirect, special, incidental, or consequential damages or loss, including without limitation lost profits, loss of use, or other economic loss. The customer shall indemnify CrossChem and hold it harmless from and against all claims and liabilities for damage to property or injury or death to persons arising from the reception, handling, or analysis of customer's samples or materials.
- 9.4. CrossChem may not in any event be held liable for the opinions and advice that it may give concerning the character or the composition of the Services ordered.
- 9.5. Except in the case of willful deception or gross negligence which is proven with regard to CrossChem, the company shall not be responsible for illegal actions by persons working for it, whether in the capacity of employees or as auxiliaries which it relies on it performing the contract. CrossChem shall not in any event be liable for damages resulting from willful deception or gross negligence by persons who are not its employees or agents.
- 10. Force Majeure**
- 10.1. CrossChem cannot be held liable for delays, errors, damages, or other problems caused by events or circumstances which are unforeseen or beyond CrossChem's reasonable control or which result from compliance with governmental requests, laws, and regulations.
- 11. Governing Law / Jurisdiction**
- 11.1. The construction, validity, and performance of these Terms and Conditions shall be governed by the laws of the Republic of Latvia. The courts of the Republic of Latvia shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions or the legal relationship established by them.
- 12. Confidentiality**
- 12.1. All information disclosed by either party in connection with the sale and testing, including but not limited to pricing, technical data, business operations, and proprietary information, shall be treated as confidential. Both parties agree to keep such information strictly confidential and shall not disclose it to any third party without the prior written consent of the other party, except as required by law. This obligation of confidentiality shall remain in effect for a period of five (5) years following the termination or completion of the contract or order. The confidentiality obligation does not apply to information that is or becomes publicly available through no fault of the receiving party or is rightfully received from a third party without an obligation of confidentiality.
- 12.2. All of the personnel are subject to the strict observance of professional secrecy. If the Client desires additional measures of confidentiality, it must make a written request in this regard. A model confidentiality agreement may be proposed at the request of the Client. CrossChem laboratory will inform, in advance the customer of information that will be divulged; coming from the customer or other party.