

Messrs
EMERGEE
VIA VALDANI 1
6830 CHIASSO
Svizzera

Tel +41 91 2246238
Fax +41 91 6827164

To the kind attention of Marco Vignano

Resana 16/01/2025

Quot. n. COMAPE-2025-OFF-000983 Rev: 1 of 01/16/2025
(please indicate this code, when sending the samples)

Object OFFER FOR ANALYSES ON YOUR PRODUCTS - HACO AG

In response to your enquiry, for which we thank you, we are pleased to make you our best offer.

Validity of the offer specific conditions from 16/01/2025 till 31/12/2025

Currency Euro

Economic conditions VAT excluded As described in the following table

Payment Conditions Bank transfer - 60 days end of month following invoice

Internal references

Section	Technical scientific assistance
Sales Agent	Sara Sanesi (sara.sanesi@mxns.com)
Internal reference	Dott. Giacomo Bettini (giacomo.bettini@mxns.com)
Customer service	(+39) 0423 7177

Report digitally signed in accordance with Legislative Decree No.82 of March, the 7th, 2005 and subsequent amendments and additions
CHELAB S.r.l. Socio Unico, Company subject to the direction and coordination of Mérieux NutriSciences Corporation

Head Office via Fratta 25, 31023 Resana, Italy phone +39 0423 7177 fax +39 0423 715058 e-mail contact.italy@mxns.com web site merieuxnutrisciences.eu
VAT n. IT01500900269 R.E.A Treviso 156079 fully paid up € 103.480,00

Descriptive table

Code	Description	Net Price
F021550.3	NITRATES (SEGMENTED FLOW)	24,80
F018650.4	LACTOSE (RES.) Food: detection limit (LOD) 10 mg/kg, quantification limit (LOQ) 20 mg/kg Salt used as additives: detection limit (LOD) 20 mg/kg, quantification limit (LOQ) 40 mg/kg Swabs and sponge: detection limit (LOD) 5 ug/swab or sponge, quantification limit (LOQ) 10 ug/swabs or sponge Chifonette: detection limit (LOD) 10 ug/chifonette, quantification limit (LOQ) 10 ug/chifonette	55,60
FT00200.1	[13] SAMPLE PREPARATION PROCEDURE FOR TOXINS	26,80
F005220.3	AFLATOXINS B & G [13/14]	26,80
F021960.5	OCHRATOXIN A [13/14]	26,80
F012420.1	DEOXYNIVALENOL	26,80
F182460.1	TOXIN T-2 AND TOXIN HT-2 [13/14]	26,80
F031150.4	ZEARALENON [13/14]	26,80
F062230.2	FUMONISINS [13/14]	26,80
F022850.1	PATULIN	50,80
F127180.1	TROPANE ALKALOIDS	127,20
F138580.1	ALTERNARIA TOXINS	144,00
F122210.1	ERGOT TOXINS	144,00
FT00160.1	[1] SAMPLE PREPARATION FOR MACRO AND MICRO ELEMENTS	15,84
F007010.1	ARSENIC (ICP) [1]	6,80
F008890.1	CADMIUM (ICP) [1]	6,80
F019640.1	MERCURY [1]	6,80
F021470.1	NICKEL (ICP) [1]	6,80
F023730.1	LEAD (ICP) [1]	6,80
F025280.1	COPPER (ICP) [1]	6,80
F131500.1	MERCURY SPECIATION	108,00
F013550.0	POLYCYCLIC AROMATIC HYDROCARBONS (PAHs)	87,20
FT00360.1	[36] PREPARATIVE PROCEDURE FOR PFAS	80,00
F168330.1	POLYFLUORINATED ALKYL SUBSTANCES (PFAS) - REGULATED [36]	96,00
F168320.1	POLYFLUORINATED ALKYL SUBSTANCES (PFAS) - TOTAL [36]	152,00
F019520.0	MOSH AND MOAH WITH SAPONIFICATION STEP FOR FOOD WITH FAT >2%, SPICES, HERBAL PRODUCTS AND DRIED VEGETABLES	200,00
F019520.1	MOSH E MOAH WITHOUT SAPONIFICATION STEP FOR FOOD WITH FAT >2%, EXCEPT SPICES, EXCEPT HERBAL PRODUCTS AND EXCEPT DRIED VEGETABLES	156,00
FT00300.8	[26] PREPARATION OF ETHYLENE OXIDE AND PROPYLENE OXIDE	66,80
F156670.3	ETHYLENE OXIDE (SUM OF ETHYLENE OXIDE AND 2 CHLOROETHANOL) [26]	26,00
PS0006515.1	2,3 MCPD and ESTERS and GLYCIDIL ESTERS IN FOODS	257,60
	FREE 2-3 MCPD / ON SAMPLE AS IT IS	
	2 AND 3- MONOCHLOROPROPANE-1,2-DIOL AND GLYCIDIL FATTY ACID ESTERS / ON SAMPLE AS IT IS Item not sold individually, please contact your Customer Care.	
	3-MONOCHLOROPROPANE-1,2-DIOL FATTY ACID ESTERS	
	GLYCIDIL FATTY ACID ESTERS	
	2-MONOCHLOROPROPANE-1,3-DIOL FATTY ACID ESTERS	
	SUM OF 3-MONOCHLOROPROPANEDIOL (3-MCPD) AND 3-MCPDFATTY ACID ESTERS / ON SAMPLE AS IT IS	
	SUM OF 2-MONOCHLOROPROPANEDIOL (2-MCPD) AND 2-MCPD FATTY ACID ESTERS / ON SAMPLE AS IT IS	

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Code	Description	Net Price
PS0005568.1	EXTENDED NUTRITIONAL COMPOSITION WITHOUT FIBER (including Proteins, Ash, Fats of which saturated, Carbohydrates of which sugars and Sodium)	142,40
	PROXIMATE	
	MOISTURE	
	PROTEINS	
	FATS	
	ASH	
	CARBOHYDRATES	
	ENERGY VALUE	
	ENERGY VALUE	
	ACIDIC COMPOSITION BY WEIGHT	
	BUTYRIC ACID (4:0)	
	CAPROIC ACID (6:0)	
	ENANTHIC ACID (7:0)	
	CAPRYLIC ACID (8:0)	
	CAPRIC ACID (10:0)	
	CAPROLEIC ACID (10:1)	
	LAURIC ACID (12:0)	
	LAUROLEIC ACID (12:1 n-3)	
	ISOMYRISTIC ACID (14:0 iso)	
	MYRISTIC ACID (14:0)	
	ISOPENTADECANOIC ACID (15:0 iso)	
	TETRADECENOIC ACID (14:1 total)	
	SARCINIC ACID (15:0 anteiso)	
	PENTADECANOIC ACID (15:0)	
	ISOPALMITIC ACID (16:0 iso)	
	PENTADECENOIC ACID (15:1 total)	
	ANTEISOPALMITIC ACID (16:0 anteiso)	
	PALMITIC ACID (16:0)	
	ISOEPTADECANOIC ACID (17:0 iso)	
	HEXADECENOIC ACID (16:1 total)	
	14-METHYLHEXADECANOIC ACID (17:0 anteiso)	
	MARGARIC ACID (17:0)	
	ISOSTEARIC ACID (18:0 iso)	
	HEPTADECENOIC ACID (17:1 total)	
	ANTEISOSTEARIC ACID (18:0 anteiso)	
	STEARIC ACID (18:0)	
	OCTADECENOIC ACID (18:1 total)	
	ISONONANOIC ACID (19:0 iso)	
	ANTEISONONADECANOIC ACID (19:0 anteiso)	
	NONADECYLIC ACID (19:0)	
	OCTADECADIENOIC ACID (total 18:2)	
	NONADECENOIC ACID (total 19:1)	
	ISOARACHIDE ACID (20:0 iso)	
	ARACHIDIC ACID (20:0)	
	OCTADECATRIENOIC ACID (total 18:3)	
	EICOSENOIC ACID (total 20:1)	
	CONJUGATED LINOLEIC ACID (all 18:2 CLA)	
	HENEICOSYLIC ACID (21:0)	
	STEARIDONIC ACID (18:4 n-3)	
	BEHENIC ACID (22:0)	
	DOCOSENOIC ACID (total 22:1)	
	LIGNOCERIC ACID (24:0)	

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Code	Description	Net Price
	POLYUNSATURATED FATTY ACIDS > C20	
	SATURATED FATTY ACIDS	
	MONOUNSATURATED FATTY ACIDS	
	POLYUNSATURATED FATTY ACIDS	
	RATIO POLYUNSATURATED FATTY ACIDS/MONOUNSATURATED FATTY ACIDS	
	RATIO POLYUNSATURATED FATTY ACIDS/SATURATED FATTY ACIDS	
	FAME COMPOSITION (STANDARD)	
	SUGAR COMPOSITION	
	SUM OF SUGARS	
	SUCROSE	
	GALACTOSE	
	GLUCOSE	
	FRUCTOSE	
	LACTOSE	
	MALTOSE	
	MALTOTRIOSE	
	[1] SAMPLE PREPARATION FOR MACRO AND MICRO ELEMENTS	
	SODIUM (ICP) [1]	
PS0005566.1	EXTENDED NUTRITIONAL COMPOSITION (including Proteins, Ash, Fats of which saturated, Carbohydrates of which sugars, Fiber and Sodium)	188,00
	ACIDIC COMPOSITION BY WEIGHT	
	BUTYRIC ACID (4:0)	
	CAPROIC ACID (6:0)	
	ENANTHIC ACID (7:0)	
	CAPRYLIC ACID (8:0)	
	CAPRIC ACID (10:0)	
	CAPROLEIC ACID (10:1)	
	LAURIC ACID (12:0)	
	LAUROLEIC ACID (12:1 n-3)	
	ISOMYRISTIC ACID (14:0 iso)	
	MYRISTIC ACID (14:0)	
	ISOPENTADECANOIC ACID (15:0 iso)	
	TETRADECENOIC ACID (14:1 total)	
	SARCINIC ACID (15:0 anteiso)	
	PENTADECANOIC ACID (15:0)	
	ISOPALMITIC ACID (16:0 iso)	
	PENTADECENOIC ACID (15:1 total)	
	ANTEISOPALMITIC ACID (16:0 anteiso)	
	PALMITIC ACID (16:0)	
	ISOEPTADECANOIC ACID (17:0 iso)	
	HEXADECENOIC ACID (16:1 total)	
	14-METHYLHEXADECANOIC ACID (17:0 anteiso)	
	MARGARIC ACID (17:0)	
	ISOSTEARIC ACID (18:0 iso)	
	HEPTADECENOIC ACID (17:1 total)	
	ANTEISOSTEARIC ACID (18:0 anteiso)	
	STEARIC ACID (18:0)	
	OCTADECENOIC ACID (18:1 total)	
	ISONONANOIC ACID (19:0 iso)	
	ANTEISONONADECANOIC ACID (19:0 anteiso)	
	NONADECYLIC ACID (19:0)	
	OCTADECADIENOIC ACID (total 18:2)	
	NONADECENOIC ACID (total 19:1)	

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Code	Description	Net Price
	ISOARACHIDE ACID (20:0 iso)	
	ARACHIDIC ACID (20:0)	
	OCTADECATRIENOIC ACID (total 18:3)	
	EICOSENOIC ACID (total 20:1)	
	CONJUGATED LINOLEIC ACID (all 18:2 CLA)	
	HENEICOSYLIC ACID (21:0)	
	STEARIDONIC ACID (18:4 n-3)	
	BEHENIC ACID (22:0)	
	DOCOSENOIC ACID (total 22:1)	
	LIGNOCERIC ACID (24:0)	
	POLYUNSATURATED FATTY ACIDS > C20	
	SATURATED FATTY ACIDS	
	MONOUNSATURATED FATTY ACIDS	
	POLYUNSATURATED FATTY ACIDS	
	RATIO POLYUNSATURATED FATTY ACIDS/MONOUNSATURATED FATTY ACIDS	
	RATIO POLYUNSATURATED FATTY ACIDS/SATURATED FATTY ACIDS	
	NUTRITIONAL ANALYSIS WITH FIBER (including moisture, proteins, fat, ashes and fiber)	
	PROXIMATE	
	• MOISTURE	
	• PROTEINS	
	• FATS	
	• DIETARY FIBER (HMWF)	
	• ASH	
	• CARBOHYDRATES	
	• ENERGY VALUE	
	• ENERGY VALUE	
	MOISTURE	
	• DRY MATTER	
	FAME COMPOSITION (STANDARD)	
	SUGAR COMPOSITION	
	SUM OF SUGARS	
	SUCROSE	
	GALACTOSE	
	GLUCOSE	
	FRUCTOSE	
	LACTOSE	
	MALTOSE	
	[1] SAMPLE PREPARATION FOR MACRO AND MICRO ELEMENTS	
	SODIUM (ICP) [1]	

PS0005495.1	GM SCREEN + NO-SCREENABLE EVENTS Maize and/or Soybean and/or Rapeseed - FOOD	98,80
	DNA QUALITATIVE ANALYSIS (SCREENING-GMO) The price of the package does not include the cost of possibile qualitative determinations of single screenable events. In case of positive markers, a communication with the single GMO events, resulted to be "suspected positive" and the price will be delivered.	
	AMPLIFICATION CONTROL	
	CAMV P-35S (TRANSGENIC PROMOTER)	
	T-NOS (TRANSGENIC TERMINATOR)	
	P-FMV (TRANSGENIC PROMOTER)	
	P-NOS (TRANSGENIC PROMOTER)	
	CTP2-CP4-EPSPS (TRANSGENIC SCREENING SEQUENCE)	

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Code	Description	Net Price
	CRY 1 AB / AC (TRANSGENIC SCREENING SEQUENCE)	
	BAR (TRANSGENIC SCREENING SEQUENCE)	
	PAT (TRANSGENIC SCREENING SEQUENCE)	
	DNA QUALITATIVE ANALYSIS (GMO NOT SCREENABLE EVENTS)	
	[7] SAMPLE PREPARATION AND DNA EXTRACTION PROCEDURE	
PS0005496.1	QUALITATIVE GMOs SCREENING (screenable events)	48,40
	DNA QUALITATIVE ANALYSIS (SCREENING-GMO) The price of the package does not include the cost of possible qualitative determinations of single screenable events. In case of positive markers, a communication with the single GMO events, resulted to be "suspected positive" and the price will be delivered.	
	AMPLIFICATION CONTROL	
	CAMV P-35S (TRANSGENIC PROMOTER)	
	T-NOS (TRANSGENIC TERMINATOR)	
	P-FMV (TRANSGENIC PROMOTER)	
	P-NOS (TRANSGENIC PROMOTER)	
	CTP2-CP4-EPSPS (TRANSGENIC SCREENING SEQUENCE)	
	CRY 1 AB / AC (TRANSGENIC SCREENING SEQUENCE)	
	BAR (TRANSGENIC SCREENING SEQUENCE)	
	PAT (TRANSGENIC SCREENING SEQUENCE)	
	[7] SAMPLE PREPARATION AND DNA EXTRACTION PROCEDURE	
PS0007573.1	MEAT SPECIES IDENTIFICATION	88,00
	IDENTIFICATION OF SPECIES (PCR REAL-TIME)	
	DUCK (Anas platyrhynchos, Cairina moschata)	
	GOOSE (Anser sp.)	
	TURKEY (Meleagris gallopavus)	
	CHICKEN (Gallus gallus)	
	SHEEP (Ovis aries)	
	GOAT (Capra hircus)	
	HORSE (Equus caballus)	
	DONKEY (Equus asinus)	
	PORK (Sus sp.)	
	BEEF (Bos sp.)	
	PREPARATIVE PROCEDURE FOR IDENTIFICATION OF SPECIES (PCR REAL-TIME) [35]	
PS0005302.1	BASIC MULTIRESIDUE SCREENING	93,20
PS0005222.1	STANDARD PESTICIDES MULTIRESIDUE SCREENING	118,80
PS0005345.1	EXTENDED PESTICIDES MULTIRESIDUE SCREENING	144,40

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Code	Description	Net Price
FT00300.2	[4] PREPARATION PROCEDURE FOR PESTICIDES	42,00
F121690.2	CHLORATE AND PERCHLORATE [4]	23,20
F010447.2	CHLORMEQUAT [4]	25,60
F141940.1	FOSETYL AND ITS METABOLITES [4]	23,20
F016960.3	GLYPHOSATE (RES.0,01) [4]	23,20
FA00350.8	SAMPLE MANAGEMENT	3,00

NOTE:

- Should you request more than one test that require a preparation step on the same sample, each preparation will be performed and invoiced once.
- The sample preparation for pesticides is already included in the multiresidue screening.
- Repetition of analysis requested by the Customer for confirmation/check will be charged in case of confirmation of the result issued in first instance.
- RUSH SERVICE: 50% on the price of the analysis - RUSH service to be agreed with the lab.

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When sending the samples, please indicate the offer number and the code of the requested analyses.

NOTE FOR THE INVOICING: if your purchase order number shall appear in our invoices, please send a copy of your order to ordcli@mxns.com.

The economical conditions for extra services and/or for services which have not been previously agreed will be defined with our sales manager indicated in the offer.
At http://b2b1.merieuxnutrisciences.it/servizi_web/analisi.asp it is possible to verify through the code and / or name of the offered article the method adopted by Chelab S.r.l for the analysis.

The acceptance of the offer implies the acceptance of "Terms and conditions for services" (included into the offer) and "Technical conditions of service" of Chelab S.r.l., à Mérieux NutriSciences Company (available in our web site www.merieuxnutrisciences.com/eu or can be required to our Sales office).

The technical conditions of service specify the decision rule routinely applied by the customer, the level of risk associated with it, the retention times of the residual aliquots, the opening hours of the laboratories, etc.

The meaning of the accreditation is also reported on the website www.merieuxnutrisciences.com/eu, in the "Accreditations and awards" section and the existence of the agreement with Accredia.

Particular derogation from "Terms and conditions for services" must be agreed by writing between the parties and has to be reported in the quality plan of the Customer. Chelab S.r.l. can modify at any time the "Technical conditions of service" by publishing the new version in the website www.merieuxnutrisciences.com/eu.

The list of environmental matrix sampling methods is available on the website www.merieuxnutrisciences.com/it in the section "Conditions of supply/Documentation for environmental services".

Particular modifications to be performed on valid Customer's quality plans shall be agreed by writing between the parties and imply the revision of the Customer's quality plan.
If you accept our offer, please contact our internal reference and send back the offer form signed. Anyway, the offer will be considered accepted when the samples arrive in our laboratory. Chelab can renew the contract for the years following the expiry date.

Chelab S.r.l quality system updates constantly the adopted methods in order to optimize the services.

Chelab S.r.l is a laboratory accredited by ACCREDIA according to the standard ISO/IEC 17025. Unless otherwise specified in this offer, the tests are intended to be performed according to the management and technical requirements of the ISO/IEC 17025.

Please, control the scope of accreditation on the ACCREDIA web site, www.accredia.it.

MÉRIEUX NUTRISCIENCES TERMS AND CONDITIONS FOR SERVICES (version March 2024)

These General Terms and Conditions (the "T&Cs") shall govern the relationship between Chelab S.r.l. ("MXNS") and the customer ("Customer") for the provision of certain Services (as defined below). The T&Cs include and hereby incorporate by reference each of the Service Appendices which are specified in the applicable Service Order or would otherwise reasonably be understood to apply to the Services by reason of the description of the Services set forth therein.

1. Definitions

"Service Appendix" means each appendix to these T&Cs (collectively, the "Service Appendices") that sets forth additional terms and conditions applicable to the particular Services identified in such Service Appendix and contracted for under a Service Order.

"Service Order" is any written proposal, offer, or agreement that sets out in reasonable detail the specific Services to be provided to Customer by MXNS or its agents.

"Service Report" means the agreed upon form in which Results are provided by MXNS to Customer. In case of analytical results, a Test Report will be provided.

"Services" means the services to be provided to Customer by MXNS or its agents pursuant to the Contract, which may include, the provision by MXNS of access to and use of the MyMXNS Application and/or any other Software Application regardless of the medium used.

"Software" means an organized and structured set of instructions or symbols, directly or indirectly, capable of performing or obtaining a predefined function, task or result by means of an electronic information processing system. The term Software identifies any firmware, source code, protocol, development kit, library, documents, standard, form, architecture, language relating to the said Software.

"Software Application" means the Software and its related Database.

"Software System" means, collectively, any Software Application, the related Application Dashboard and Application Platform.

"Third Party Content Providers" means any and all persons or entities authorized by Customer to provide Customer Content.

"Application Dashboard" means an online user interface used to access a Software Application, organize and display Customer information generated by, uploaded to or stored within any Software System.

"Application Platform" means the host system, Internet infrastructure and services platform and any other communication systems, network connections and interfacing capabilities used by MXNS in order to enable the provision of a Software Application.

"Area of Origin" means the country or affiliated group of countries for purposes of applicable Privacy Legislation where Customer is located or from which any personal data processed or handled in connection with the Services originates or is first uploaded or otherwise transferred to MXNS.

"Claims" means any claims, demands, costs, (including but not limited to reasonable attorneys' fees) or other cause of action, collectively.

"Contract" means the contract for Services between MXNS and Customer consisting as an indivisible whole of (i) these T&Cs (including all applicable Service Appendices) and (ii) the Service Order, and, if applicable, any specifications referenced or incorporated therein.

"Crisis Situation" means any incident or series of incidents involving the quality of Customer's products or services or the integrity of its production facilities and processes that cause or are likely to cause a disruption of or other significant negative impact on Customer's business through no fault of MXNS.

"Customer Content" means data, reports, test results, certificates, documents, protocols, methods, samples, materials, or other information provided to MXNS in any form or uploaded to any Software System by or on behalf of Customer, but expressly excluding any Confidential Information of MXNS.

"Database" means a collection of data, information or other independent elements, systematically or methodically arranged and separately accessible.

"Developments" means a modification, improvement, or update to a Software System.

"Intellectual Property" means patents, patent applications or derivative rights, utility certificates, copyrights, Database rights, trademarks, trademark applications, trade names, trade secrets, methods, designs, know-how, domain names, Software, and other proprietary rights.

"Laws" means all international, federal, state, and local laws, rules, and regulations.

"Litigation Support" means any of the following actions taken by MXNS other than in the ordinary course of performing the Services as contemplated under the Contract: make disclosures, provide or submit documents or records or certifications, give testimony, produce other materials or analyses (including Results and Service Reports), or provide support or otherwise become involved in any third-party dispute, litigation, negotiation, governmental or administrative process or proceeding or other transaction.

"MyMXNS" means the MXNS Software Application Platform providing Customer access to the samples, and audit reports, Results, Service Reports and related information and materials.

"Privacy Legislation" means all applicable Laws pertaining to the processing and handling of personal data in all pertinent jurisdictions, in particular the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Legislative Decree no. 196-2003.

"Results" means the outcome of any Services performed by MXNS (except for the provision of Applications).

"Retention Period" means the period of time beginning on the date the Services are performed and continuing for ten (10) years thereafter, or such period of time as is otherwise required by applicable law for the retention of records pertaining to the Services.

2. Scope

2.1. Customer agrees that when Customer signs (including by electronic signature) or submits a Service Order a Contract will be formed between Customer and MXNS for the provision of the Services, and the provision of the Services will be governed exclusively by such Contract.

2.2. All Service Orders entered into between Customer and MXNS are irrevocable unless MXNS agrees otherwise in writing.

2.3. If for any reason a Service Order is not signed by Customer, MXNS is entitled to assume that a valid Contract pertaining to the subject matter of the Service Order has been formed when any conduct by Customer or Customer's agents recognizes the acceptance of the Service Order and the existence of the Contract, including but not limited to (i) Customer or its suppliers providing samples or access to samples, facilities or other materials to MXNS for analysis, (ii) acceptance by Customer of the performance of any Service by MXNS for the benefit of Customer, (iii) performance by Customer of any registration or login operations required to access or use the Applications (as defined below), and/or payment by Customer of the service fees defined in the Service Order.

2.4. Once formed, the Contract represents the entire agreement between Customer and MXNS and supersedes all negotiations, representations or agreements, written or oral, with the same purpose. In the event of any inconsistency, (i) the Service Order will prevail over

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the T&Cs (including the Service Appendices), and the Service Appendices will prevail over these general T&Cs and (ii) the Service Order and T&Cs (including the Service Appendices) will prevail over any terms and conditions included in Customer's purchase order or any other document unless otherwise expressly stated by MXNS in writing. For the avoidance of doubt, under no circumstances will the Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any Service Order, purchase order or other document govern the Contract or be binding on MXNS in any way whatsoever.

2.5. Nothing in these T&Cs prevents MXNS from providing services similar to the Services to other clients, including potential competitors of the Customer.

3. MXNS Standard of Care

3.1. MXNS shall perform the Services in a professional manner, using a reasonable degree of care and skill and diligence as expected of a professional performing services of a similar nature to the Services and under similar circumstances, consistent with applicable practices, Laws, and specifications approved by both parties.

3.2. The scope of the Services only covers areas expressly mentioned in the Contract. Thus, MXNS exercises its duty to advise, if necessary, only in strict compliance with the provisions of the Contract.

3.3. MXNS represents and warrants that it is a duly registered company and has the full right and authority to enter into and be governed by the Contract.

4. Service Reports and Results

4.1. Upon completion of the Services or otherwise in accordance with the delivery schedule set forth in the applicable Service Order, MXNS shall deliver Results and Service Reports to Customer in accordance with MXNS's standard format and delivery method, or as otherwise specified in the Service Order. Communication of Results and Service Reports by email, through MyMXNS or other Application, via Customer's online information portal, or through other digital means agreed upon between the Parties shall constitute valid delivery of such Results and Service Reports as of the date such information is sent, posted or otherwise transmitted by MXNS.

4.2. Any Service Report or Results furnished by MXNS is furnished solely for the benefit of Customer; Customer may, however, direct MXNS to provide Service Reports and Results to third parties specified by Customer. Once a Service Report has been paid for, the contents of any such Service Report shall become the property of Customer. No Service Report may be distributed or reproduced by Customer except in its entirety, and Customer shall not at any time misrepresent the content of any Service Report, Results, or other information received from or relating to MXNS or its work on behalf of, or its relationship with Customer.

4.3. MXNS will communicate Results and Service Reports only to persons and/or entities (including third parties) stipulated by Customer, unless disclosure is otherwise required by law or by applicable regulatory and/or certification bodies. MXNS is entitled to assume that such designated persons and/or entities are authorized to receive Results and Service Reports until MXNS is notified in writing otherwise.

4.4. Customer understands and agrees that in the event of a discrepancy between, on the one hand, raw data and information set forth in an Application or transmitted to Customer through an electronic data interchange system and, on the other hand, a final, signed copy of a Service Report (regardless of the means through which such Service Report is delivered), such Service Report will control.

4.5. Subject to applicable service charges set forth in Section 10.3 below, upon Customer's written request MXNS shall reissue or amend any Service Report previously delivered to Customer, provided that any such changes are limited to corrections or updates to Customer-provided background information which do not in any manner alter or otherwise impact the Results.

4.6. The Customer may request anticipation of the Results, in which case a preliminary communication of results (PCR) will be issued.

5. Disclaimers

5.1. The Results and Service Reports are intended for use by persons having professional skill and training in the interpretation of such information. The Service Reports, Results or other outcomes of Services provided by MXNS may be tools to assist Customer to address regulatory compliance or other legal issues, but Customer acknowledges and agrees that MXNS is not authorized to act as Customer's legal counsel, and nothing set forth in such Service Reports and Results and other outcomes of the Services is intended as legal advice or the legal opinions of MXNS. MXNS disclaims and assumes no responsibility, and Customer hereby waives and releases MXNS, its employees, agents and representatives from any and all liability resulting from Customer's interpretation and/or use of any Results or Service Reports that were properly rendered by MXNS in accordance with the Contract or Customer's use or non-use of any Application Platform and any data or information in connection therewith.

5.2. Customer understands and agrees that Results and Service Reports are based only upon the samples, information, materials, facilities and operations Customer or its suppliers provide or make available to MXNS, and MXNS shall have no liability (i) for any errors, deficiencies or omissions in any Services provided to Customer that are based on inaccurate or incomplete information provided to MXNS, or (ii) for application of the Results to other products, materials, facilities or operations which were not made available to MXNS or which MXNS did not analyze.

5.3. The Results of the Services performed according to the Service Order are not pre-determined or certain. The Results are derived from scientific experiments, processes, observations, calculations and other analyses, each with an unknown outcome. MXNS does not guarantee, either express or implied, that the Results will reflect the particular outcome desired by Customer or demonstrate required acceptance thresholds or other quality criteria set out by Customer for its products and/or business, and Mérieux NutriSciences does not accept responsibility for failure of the Results to meet such Customer expectations.

6. Specific provisions for Applications

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6.1. Customer represents and warrants that:

- (i) it has full right and authority to enter into and be governed by the Contract;
- (ii) it has sufficient and reasonable commercial knowledge and experience with respect to all Laws related to its products and business, and Customer is in material compliance with all applicable Laws;
- (iii) all Customer Content to be provided to MXNS in connection with the Contract is free of any risk and does not and will not infringe or otherwise violate any third party intellectual property rights or applicable law; and
- (iv) Customer has all necessary authorizations, permissions, approvals and legal rights to provide the Customer Content for use by MXNS and storage in any applicable Software System.

6.2. While MXNS may provide advice and recommendations, Customer must ultimately decide whether a specific Service and the related Results and/or Service Reports are appropriate for Customer's circumstances. Customer assumes all risk, costs and responsibility for and any legal liability arising out of or relating to (i) the compliance of Customer and its products and business and the compliance by any and all Third Party Content Providers under any and all applicable Laws, (ii) all decisions regarding which Services are required related to Customer's products or business, (iii) Customer's use of the Results, Service Reports or Software Applications, (iv) Customer's implementation of any action, including a withdrawal or recall of products based on the Results, including interim or preliminary Results, and (v) all Customer Content.

6.3. Customer shall allow MXNS' employees, agents, and representatives access to its facilities as necessary to perform the Services and shall be responsible for providing a safe workplace and working conditions. Any hazardous or toxic materials to which MXNS' employees, agents, or representatives may be exposed during the performance of the Contract shall be properly stored and labeled by Customer in accordance with applicable laws and regulations.

6.4. Customer acknowledges having been fully informed of the elements necessary for its understanding and acceptance of the terms of the Contract.

7. Management of Customer Content and Materials

7.1. MXNS shall retain copies of all Service Reports and Results and other Customer Content stored within a Software System throughout the Retention Period. Within a reasonable period of time following submission of a written request by Customer at any time during the Retention Period, MXNS shall deliver to Customer in raw data format any Customer Content uploaded and stored by Customer within a Software System, subject to the payment of the related fees. Upon the expiration of the Retention Period, MXNS will have the right to destroy or otherwise dispose of any and all Service Reports and Results and other Customer Content and records relating to the Services in its possession.

7.2. Customer acknowledges that, due to the nature of the Services to be conducted, MXNS shall be under no obligation at any time to return or dispose of samples or other tangible materials provided to MXNS for analysis, unless return of such samples or materials is specifically requested by Customer in writing and is reasonably practicable following the performance of Services with respect thereto. Samples and materials provided by and not returned to Customer may be considered as waste that may be destroyed by MXNS upon completion of the Services or after a retention period determined by MXNS.

7.3. MXNS shall have the unlimited right, free of charge or further consideration, to use and make available for third parties to use for scientific, research or development purposes, on a de-identified or aggregated basis, any Customer Content and anything contained in or created from Customer Content, or otherwise derived in connection with the Services; provided, however, that no such use shall identify Customer. MXNS shall have the right to access, use, reproduce, store, process and distribute as desired and may make available to third parties the analytical and statistical information derived from such data.

8. Delivery, Performance Schedules and Turnaround Times

8.1. Delivery dates, performance schedules and milestones, and other turnaround times for Services shall be as specified in the Service Order. These delivery dates are to be understood as indicative in nature and not as essential.

8.2. Any delay for which Customer is responsible, including but not limited to delays in the delivery to MXNS of samples or other materials or information required for the performance of Services, failure to timely communicate requirements for MXNS personnel performing on-site Services, late payment of fees hereunder, or other lack of adequate cooperation, shall exempt MXNS from any possible commitment or liability regarding turnaround, schedules, milestones, or delivery times.

8.3. At least fourteen (14) days prior to any scheduled on-site visit by MXNS personnel to a Customer facility, Customer shall notify MXNS of any applicable health screening, vaccination, or other personal wellness requirements, limitations or restrictions for on-site visitors; provided, however, that if Customer is subject to a government mandate to implement any such requirements within a period of time that is less than fourteen (14) days, Customer shall notify MXNS of such requirements as soon as reasonably possible. If Customer fails to disclose such information to MXNS in a timely manner, and as a result, MXNS is unable to dispatch qualified personnel meeting Customer's requirements to Customer's site on the scheduled date, MXNS shall not be liable in any way for missed deadlines or turnaround times arising as a result of such delayed site visit.

9. Crisis Management Services and Other Support

9.1. If Customer experiences a Crisis Situation and requests MXNS' assistance to manage or otherwise address such Crisis Situation, MXNS will designate certain of its personnel having expertise in the relevant area to (i) facilitate priority access for Customer to the applicable Services offered by MXNS (ii) to provide results of such Services and other updates and reports to Customer as needed throughout the Crisis Situation, and/or (iii) to provide such other expert guidance, advice and analysis as MXNS may be qualified to provide to assist Customer in the resolution of the Crisis Situation. Such services shall be considered to be outside of the Services set forth in the Service Order and will be subject to additional fees as specified in Article 10 below.

9.2. If, for any reason other than improper performance by MXNS of the Services, Customer requests or otherwise causes (including by way of

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legal requirement) MXNS to provide any type of Litigation Support, then MXNS reserves the right to seek compensation from Customer as set forth in Article 10 below.

10. Fees and Expenses

10.1. All fees for the Services shall be set forth in the Service Order, except as may be otherwise mutually agreed upon by the parties in writing.

10.2. If the term of the applicable Service Order exceeds one calendar year and unless otherwise specified in the Service Order, MXNS reserves the right to increase fees, pricing for additional activities, and/or travel and accommodation rates on an annual basis, effective as of the first day of the second calendar year of the term based on the Italian statistical index for families, workers and employees (ISTAT/FOI index).

10.3. Unless otherwise stated in the Service Order, all prices for the Services are expressed in Euro and all amounts payable are exclusive of tax and are increased by VAT at the rate applicable on the invoice issue date.

10.4. After prior notice to Customer, prices may be increased during the performance of the Services in the event of a change in applicable regulations, industry standards, material increase in the cost of raw materials, or other factors beyond MXNS' control which result in an increase in the cost of providing the Services.

10.5. Customer shall be responsible for all of the following costs and expenses, as applicable, regardless of whether such are specified in the Service Order:

(i) Any costs, bank fees, or other services fees associated with the transfer of funds internationally;

(ii) If Customer requires MXNS to submit invoices through a third party billing system, any and all fees associated with MXNS's use of such system;

(iii) All reasonable expenses incurred by MXNS for destruction, return, and/or transfer of samples and other Customer Content, confidential information, and other records provided in connection with the Services, and MXNS shall invoice such costs to Customer;

(iv) Any storage costs in the event that Customer requires storage of Customer Content or any other records provided in connection with the Services beyond MXNS's standard retention term.

10.6. Any reissue or amendment of a Service Report at Customer's request in accordance with Section 4.5 above may be invoiced by MXNS at a reasonable rate to be determined by MXNS in its discretion.

10.7. Customer shall pay all reasonable attorneys' fees, expenses and other costs related to any Services or other assistance provided by MXNS to Customer in connection with Article 9 in addition to such reasonable service fees as MXNS may apply.

11. Payment terms

11.1. Unless otherwise stated in the applicable Service Order, Customer shall pay MXNS for performance of the Services and all related expenses in accordance with MXNS' invoices, which shall be paid within thirty (30) days of the date of invoice. Customer's failure to contest any invoice within fifteen (15) days prior to the due date shall be deemed as Customer's acceptance of the total amount of such invoice. No discounts shall be granted for early payment, and Customer shall not be entitled to reduce payment of invoiced amounts by any amounts due to Customer by MXNS.

11.2. Any balance remaining unpaid after the due date may be automatically subject, without reminder or prior notice, to a service charge of an amount equal to the interest rate applied by the European Central Bank to its more recent financing operation plus ten percent (10%), which will run from the day following the due date until payment. In no event shall such charge exceed the rate permitted by applicable law. In addition, Customer shall pay a fixed rate fee for recovery of forty (40) euros without prejudice to MXNS' right to suspend all outstanding orders and to request an additional refund if the actual recovery costs exceed the amount of this fixed rate fee.

11.3. Customer's failure to make payments within thirty (30) days of the date of invoice shall be deemed an event of default under these T&Cs, and all amounts owed by Customer will become immediately due and payable without prior notice, and MXNS may, in its sole discretion, postpone, suspend or terminate the Contract and any outstanding Service Orders. If legal action or collection proceedings are necessary to enforce Customer's payment obligations, Customer shall be liable for MXNS' costs of collection, including any collection agency retention costs, court costs and attorney's fees.

11.4. MXNS reserves the right, at any time during the Contract, to require Customer to provide information on its solvency and/or satisfactory security for performance of Customer's obligations under the Contract. If Customer fails to furnish satisfactory information or security upon such request, MXNS may, at its option, postpone or suspend further performance of Services or terminate the Contract and/or any outstanding Service Orders.

12. Confidentiality

12.1. All information of any type, discussed or disclosed, in writing, orally or visually, by MXNS and/or Customer, as part of the negotiation or performance of the Contract or the Contract itself, including these T&Cs, are subject to the confidentiality obligations set forth herein for the duration of the Contract and the five (5) years following its termination for any reason. The confidential information of MXNS expressly includes, without limitation, the Software Systems and the Intellectual Property Rights related thereto. The contents of any Service Report or Results furnished by MXNS shall be the confidential information of Customer.

12.2. Without prejudice to the right granted to MXNS to use the Customer Content under these T&Cs, neither party may disclose, without prior written consent of the other party, the other party's confidential information to any third party, other than its duly authorized representatives, advisors, subcontractors, affiliates, employees or agents or accreditation body (ACCREDIA) and its affiliated companies who have a need to know for the purpose of the Contract and who are bound by obligations substantially similar to those stated herein.

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12.3. Customer and MXNS are responsible for themselves and their employees and shall implement all means required to ensure their compliance with the confidentiality obligations.

12.4. The confidentiality and non-use obligations hereunder shall not apply to information which (a) was in possession of the recipient prior to transmission by the discloser; (b) was or became accessible to the public through no fault of the recipient; (c) the recipient receives in good faith from a third party entitled to disclose it; or (d) is independently developed by the recipient, without reference to information received hereunder. In the event that either party is required by mandatory reporting obligations, applicable law or regulation or by legal process to disclose any confidential information, such party shall provide the other party with prompt notice of such request, unless otherwise prohibited.

12.5. Notwithstanding any contrary provision, Customer authorizes MXNS to retain in its confidential files (a) one hard copy of confidential information provided by Customer and/or one copy of any notes, reports or summaries written by MXNS that includes Customer's confidential information, exclusively for recordkeeping purposes or as required by internal compliance policies, and (b) confidential information in electronic form for which extraction and deletion from MXNS' system is difficult or technically impossible.

13. Intellectual property

13.1. Unless prior written consent is obtained, the parties acknowledge that they do not acquire any ownership rights over any Intellectual Property used by a party in connection with the Services. Except to the extent specifically set forth in these T&Cs or in a Service Order, no right to license whatsoever, either express or implied, is granted with respect to any Intellectual Property now or hereafter owned or controlled by Customer or MXNS, and under no circumstances will Customer have any rights in or to any Software System except for (as applicable) a limited license for use. The parties expressly reserve all rights not otherwise specifically granted hereunder or in a Service Order.

13.2. Customer shall not, without MXNS' prior written consent, (i) use MXNS' name, trademarks, or logo; (ii) use any Application, Results or Service Report in any manner which may cause harm to MXNS' reputation and/or its business; or (iii) use for commercial purposes any training materials that may be given to Customer and for which MXNS retains the Intellectual Property rights.

13.3. Customer will retain intact and will not modify or remove any of MXNS' or its accreditation bodies', licensors', or providers' trademarks, service marks, logos, copyright and/or trademarks designators or makings, or other ownership indicators from any Service Reports or other report forms, splash or display screens, printout pages, or other forms of retrieved data or displays of any Software System. In particular, no Test Report shall be altered such that any accreditation body trademark, appearing thereon is separated from the MXNS name.

13.4. MXNS and/or its third party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to all Intellectual Property relating to the Applications, Application Platforms, Application Dashboards, and all enhancements, revisions, updates, modifications, supplements, interim works and derivative works thereto. From time to time, Customer may provide information to MXNS on which MXNS may partly rely to design, structure or develop a Development, and Customer hereby consents to MXNS' use of such information to design, to structure or to determine the scope of such Developments. Customer acknowledges and agrees that it may not claim any right of ownership or Intellectual Property rights over any such Developments, and any such Developments shall be, and shall remain, the sole and exclusive property of MXNS.

13.5. Customer expressly authorizes MXNS to use it as a commercial reference for MXNS' marketing purposes and, solely in connection such marketing activities, to use and reproduce, without charge, Customer's name and logo in accordance with Customer's specifications; provided, however, that Customer shall be entitled to withdraw such consent at any time for any or no reason. Following termination of the Contract for any reason or earlier withdrawal of Customer's consent, MXNS shall be permitted to continue using any printed format media that has been already printed before such termination or withdrawal and which include a reproduction of the Customer's name and/or logo. For any such use of Customer's name and/or logo made on its website, MXNS undertakes to withdraw them within thirty (30) days following Customer's request.

14. Limitation of liability

14.1. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL TERMS, CONDITIONS, AND WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONDITION OF SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE) RELATED TO THE SERVICES, A SERVICE ORDER, THESE T&Cs OR OTHERWISE ARE DISCLAIMED AND EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THESE T&Cs TO BE VOID. THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF MXNS HEREUNDER ARE EXCLUSIVE.

14.2. THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES WILL CONFORM TO THE SPECIFICATIONS FOR A TERM EQUAL TO THE WARRANTY PERIOD STATED IN THE SOFTWARE SYSTEMS' USER DOCUMENTATION. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS STATED IN THE FOREGOING SENTENCE, THE SOFTWARE SYSTEMS DESCRIBED HEREIN, AS WELL AS ANY UPDATES, MODIFICATIONS AND OTHER MATERIALS, AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. IN ADDITION, CUSTOMER EXPRESSLY AGREES THAT ACCESS TO THE SOFTWARE SYSTEMS MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SOFTWARE SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS.

14.3. MXNS MAKES NO WARRANTIES REGARDING, AND DISCLAIMS ALL LIABILITY FOR, THE ACTS OR OMISSIONS OF THIRD PARTIES, ANY MATERIALS PROVIDED BY THIRD PARTY LICENSORS, HOSTS OR PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.

14.4. Within the limits of what is allowed by law, MXNS' liability to Customer for breach of this Contract, any implied warranties, or for any negligence or other wrongdoing in the performance of the Services or otherwise related hereto is limited, at the Customer's option, to either re-performing the Service challenged or refunding the total fee paid in respect of that part of the Service.

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14.5. MXNS will under no circumstances be liable, in any manner whatsoever, for any indirect, special, incidental, punitive or consequential loss or damage, including but not limited to costs of recovery or loss of business, data, revenue, profits, interest, opportunity, image or customers, suffered by the Customer or any third party however caused and based on any theory of liability including but not limited to, breach of contract, tort (including negligence) or violation of statute, whether or not MXNS has been advised of the possibility of such damages.

15. Indemnity

15.1. MXNS agrees to defend, indemnify and hold harmless Customer, its directors, officers, representatives, agents, employees and contractors from and against any and all Claims if MXNS has received written notice thereof not later than six (6) months after the date of the Customer's knowledge of the relevant Claim which (i) is the proven direct result of MXNS' willful misconduct or fraud in connection with the performance of the Services or (ii) results from a third party claim that any Application in unmodified form infringes or misappropriates such third party's proprietary intellectual property rights; provided, however, that the indemnity in this subparagraph (ii) shall not apply if the alleged infringement arises from: (A) use of Application other than within the applicable Software System; (B) use of any Application that has been modified or merged by Customer with other programs; (C) MXNS following the designs, specifications or written instructions of Customer; (D) the use of any Application in combination with other software or hardware not provided or approved by MXNS; or (E) the Customer Content processed by or stored within the Application.

15.2. Customer agrees to defend, indemnify and hold harmless MXNS, its affiliates and their respective officers, agents, employees, representatives and contractors from and against any and all Claims arising out of or relating to (except to the extent of any required indemnity of Customer by MXNS pursuant to Section 15.1 above) (i) the performance of the Services in accordance with these T&Cs or any Service Order; (ii) Customer's use of any products reviewed or analyzed by MXNS; (iii) the use of the Results or Service Reports or any other data or analysis provided by MXNS hereunder; (iv) any Customer Content; or (v) any unauthorized use of or access to the Software Systems.

16. Personal data

16.1. The parties undertake to always process personal data in accordance with all applicable Privacy Legislation and these T&Cs. If one Party considers that an instruction by the other Party constitutes a breach of the Privacy Legislation, it should immediately notify the other Party.

16.2. MXNS may provide on Customer request the list of the technical and security measures taken to ensure the protection of the personal data processed.

16.3. For processing relating to the preservation of the commercial relationship, each party shall act as Controller. For processing as part of the performance of the Services, the Customer shall always act as Controller and MXNS as Processor in compliance with the Privacy Legislation.

16.4. Customer acknowledges having been fully informed of the privacy policy with regard to the processing of personal data by MXNS within the framework of the Contract.

16.5. Description of the processing:

(i) Purpose of the processing: MXNS will process personal data solely for the purpose of performing the Services. MXNS will act solely on behalf of and under the instructions of the Customer, on the basis of this Contract's content.

(ii) Description of personal data processed: surname, name, postal address, email address, phone number, occupation, company, IP address.

(iii) Duration of the processing: Processing is undertaken during the term of the Contract. In addition, personal data collected and processed will be stored and archived by MXNS for a period equivalent to the legal storage obligations to which MXNS is subject.

(iv) Transfer of personal data: MXNS shall not transfer any personal data to a country outside the Area of Origin, unless the Customer has expressly authorized such transfer in writing. Notwithstanding the above, MXNS is expressly authorized to transfer personal data processed under the Contract to one or more of its affiliates, located or not within the Area of Origin, involved in the processing and more broadly in the performance of the Services. Data transfers outside the Area of Origin may only occur in accordance with the Privacy Legislation. Customer acknowledges and agrees that MXNS uses external service providers located in the United States for (A) storing and hosting some of its data; and (B) the operation of its CRM.

(v) Rights of the data subjects: Data subjects have a right to access their personal data, request their rectification, or deletion, a right to object to processing and a right to be forgotten, a right to restriction of processing, to data portability and the right not to be subject to a decision based solely on automated processing (including profiling). Any request by the data subjects for the exercise of their rights must be sent to dpo@mxns.com and will be processed within a reasonable time.

17. Ethics & Compliance

17.1. Customer represents and warrants that (i) Customer is in material compliance with all applicable (x) export and data privacy laws and regulations of any relevant jurisdiction with respect to Customer's use of any Software Application and the related Software System, and (y) controlled substances laws and regulations of any relevant jurisdiction, such as the U.S. Controlled Substances Act (21 U.S.C. Ch. 13, § 801 et seq); and (ii) neither the Customer nor, to the knowledge of the Customer, any owner, director, officer, agent, employee, affiliate, or supplier of the Customer is named on any U.S. or EU government denied party list. Further, Customer shall not permit its users or suppliers to receive Services or access or use any Results, Service Report, or Software System in a U.S. or EU embargoed country or in violation of any U.S. or EU export law or regulation.

17.2 Each party will comply with all applicable anti-corruption Laws, as each may be amended from time to time, and shall adhere to the principles governing relationships among business partners as set forth in MXNS's Code of Conduct posted in the company website at the following address: <https://www.merieuxnutrisciences.com/eu/> or successor MXNS website. Each party agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or item of value from the other party in connection with the Contract, excluding reasonable gifts and entertainment provided in the ordinary course of business.

17.3. In no event will either party be obligated under the Contract to take any action that it believes, in good faith, would cause it to be in

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violation of any Laws, rules, ordinances or regulations applicable to it.

17.4. MXNS carries out its activities in compliance and accordance with the provisions of the Organisational Model adopted pursuant to Leg. Decree no. 231/01; the standards of behavior and principles of conduct are described in the Code of Conduct available on the website, which is binding on all collaborators, consultants, associates, companies supplying goods and services, and/or customers, both public and private. Violation of these provisions, regardless of whether the offense was actually committed or whether it was punishable, is considered a reason for termination of the contract due to serious breach pursuant to article 1453 of the Italian Civil Code. Reference should, therefore, be made to the provisions contained in the Code of Conduct, which are understood to be binding and an integral part of these T&C.

17.5. Customer agrees that promptly upon becoming aware of any violation or potential violation of applicable Laws or ethics standards pertaining to the Services or the relationship between the Parties, Customer shall report such violation to the Supervisory Body of Mérieux NutriSciences at the following email address: odv231@mxns.com.

17.6. If necessary and in accordance with applicable law, MXNS will cooperate with local, state, federal and international government authorities with respect to the Services.

17.7 Notwithstanding any other provision in these T&Cs, MXNS may immediately terminate the Contract and/or deny Services for noncompliance with applicable Laws or in the event any circumstance arises which MXNS determines, in its sole discretion, could cause it to violate applicable Laws or otherwise presents a material risk to MXNS' business or reputation.

18. General conditions

18.1. The Contract and any open Service Orders may be terminated by MXNS with thirty (30) days written notice. Either party may terminate the Contract and any open Service Orders with immediate effect in the event of insolvency of the other party. If the Contract or any outstanding Service Orders are terminated, MXNS shall be paid in full for all Services performed through the termination date, and the Customer shall be provided with a report of Services conducted prior to termination.

18.2. Customer may not delegate, assign or transfer all or part of the Contract without MXNS' prior written consent. MXNS may assign or transfer this Contract at any time, to any of its affiliates, provided such affiliate assumes MXNS' obligations hereunder, thereby releasing MXNS from any future obligations.

18.3. MXNS may subcontract, with Customer's prior approval, some parts of the Services to other qualified third parties, provided that such third parties comply with MXNS' obligations as set forth herein.

18.4. MXNS shall not be liable for delays or other problems caused by unforeseen circumstances, compliance with governmental requests, laws, regulations, or breakage or failure of equipment or apparatus, or any other event beyond the reasonable control of MXNS.

18.5. It is not intended that any of the provisions of this Contract shall benefit, and it shall not be construed that these provisions benefit or are enforceable by, any other third parties.

18.6. The relationship between the parties hereunder is of independent contractor and principal and neither party can make a commitment on behalf of the other. No partnership, joint venture, agency, or mandate is created through the provision of the Services.

18.7. Each party, at its own expense, shall maintain adequate insurance coverage with respect to its responsibilities under the Contract.

18.8. Any modification to the Contract shall be done by a written agreement signed by the parties. The obligations set forth in Sections 6.1, 6.2, and Articles 2, 4, 5, 7, 12, 13, 14, 15, and 18 shall survive the termination of the commercial relationship between the parties.

18.9. In the event that any of the provisions of the Contract are or become null or void, such provisions shall be deemed to have been deleted from the Contract and the remaining provisions hereof shall remain valid and enforceable. If, at any time, MXNS does not avail itself of any of these provisions, this shall not be construed as a waiver of the subsequent implementation of such provisions.

18.10. The validity, interpretation and performance of these T&Cs and any Services Orders shall be governed by the laws (but not the conflict of law rules) of the Italian Republic. All disputes arising out of or in connection with these T&Cs and any Services Orders shall be subject to the exclusive jurisdiction of the competent court according to the registered office of MXNS.

APPENDIX FOR ANALYTICAL TESTING SERVICES

This Appendix for Analytical Testing Services (the "Testing Services Terms") are appended to the MXNS General Terms and Conditions for Services (the "T&Cs") and apply to all contracts for the performance of analytical testing services by MXNS (the "Testing Services"). These Testing Services Terms and the T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Testing Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the T&Cs.

1. Service Reports

1.1. Upon completion of testing, Results will be delivered in the form of a Certificate of Analysis ("COA"). The ACCREDIA accreditation mark, if present in the Certificate of Analysis, will be inseparable from the name MXNS.

1.2 The data contained in the COA pertains solely to the sample analyzed.

1.3. The Results may not be representative of the lot or batch or other samples, and consequently may not necessarily justify the acceptance or rejection of a lot or batch, a product recall, or support legal proceedings.

1.4. The COA does not imply that MXNS has been engaged to consult upon the consequences of the analysis or for any action that should be taken as a result of the analysis.

1.5. Should Customer request a statement of conformity to its specification or standard, Customer acknowledges and agrees that any such statements contained in the Results are provided by MXNS without taking measurement of uncertainty into account unless specifically requested otherwise by the Customer.

2. Fees and Price Adjustments

2.1. Unless specifically quoted in the Service Order, compositing or sample preparation fees have not been applied to Customer's samples. Should Customer's test needs change such that extensive sample preparation is required, or large compositing schemes are implemented, pricing may be adjusted to reflect the time required to complete these processes.

2.2. The pricing stated in the Service Order is based on sample volume estimates provided by the Customer. If, at any time following ninety (90) days from the Effective Date of the Service Order, actual sample volumes are lower than the estimated sample volumes, then MXNS reserves the right, subject to prior notification, to increase the pricing based on the sample volumes actually tested by MXNS.

2.3. The pricing of any tests to be performed by subcontracted laboratories outside the MXNS network, as specifically identified in the Service Order, is subject to change at any time with prior notification to Customer or MXNS.

3. Timing & Surcharges

3.1. Standard turnaround times for all tests, where applicable, are set forth in the Service Order and are indicated in business days. These turnaround times are to be interpreted as indicative in nature and not as essential.

3.2. Turnaround Times (TATs) listed in the Service Order are based on when the samples arrive at the MXNS laboratory complete with all the information necessary to start the testing. TATs outlined in the Service Order are based on negative results. Further confirmation may be required for some testing.

3.3. Customer must call to discuss any rush requests with MXNS prior to submitting samples to ensure that the requested turnaround time is possible. Turnaround times are subject to capacity, staffing, and sample volumes within the applicable laboratory, and rush surcharges of at least 50%, as determined by MXNS and communicated to Customer at the time the rush request is made, will be added to the cost of any such tests performed on an accelerated basis, with higher surcharges applicable to shorter turnaround times.

4. Sampling and Picking

4.1. Customer shall be responsible for submitting its own samples, unless otherwise indicated in the Service Order.

4.2. MXNS shall not be liable for any reason due to defects inherent in the sample(s) if the sampling activity was not performed by MXNS.

5. Shipping

5.1. Customer shall ensure that all samples shipped or otherwise delivered to MXNS are (i) fully described on all shipping/delivery documents, (ii) properly packaged, and (iii) accurately marked and labeled. If a shipment contains hazardous materials or other dangerous items or governmentally regulated substances, the packaging and contents of the shipment shall be conspicuously labeled with content information and all necessary and advisable warnings and proper handling instructions and restrictions.

5.2. Customer shall be responsible for damages incurred by MXNS, its employees and its independent contractors that are the result of (i) Customer withholding safety information about handling any materials delivered to MXNS, or (ii) the nature and content of any materials delivered to MXNS.

5.3. MXNS shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including, but not limited to spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment.

5.4. If MXNS ships samples internationally on Customer's behalf, Customer agrees to pay for all fees associated with shipment of Customer's

**Report digitally signed in accordance with Legislative Decree No.82 of March, the 7th, 2005 and subsequent amendments and additions
CHELAB S.r.l. Socio Unico, Company subject to the direction and coordination of Mérieux NutriSciences Corporation**

Head Office via Fratta 25, 31023 Resana, Italy phone +39 0423 7177 fax +39 0423 715058 e-mail contact.italy@mxns.com web site merieuxnutrisciences.eu
VAT n. IT01500900269 R.E.A Treviso 156079 fully paid up € 103.480,00

samples including but not limited to customs clearance fees, permit fees and other government agency fees, which are variable and are applied on a case-by-case method. MXNS will work with Customer to mitigate any known clearance formalities before shipment.

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INFORMATION FOR THE PROCESSING OF PERSONAL DATA
Information pursuant to art. 13 of the European Regulation 679/2016 (GDPR)
(June 2024)

Pursuant to art. 13 of the European Regulation (EU) 2016/679 (hereinafter GDPR), we wish to inform you that the processing of your personal data is and will be based on the principles of lawfulness, correctness, transparency and protection of your privacy and your rights. Pursuant to the Regulations and in light of the fact that personal data have been obtained directly from the interested party, we inform you of the following.

1. Data controller

The Data Controller is Chelab S.r.l. with registered office in Via Fratta 25, 31023 Resana (TV) Italy, Tax Code, VAT number and registration no. 01500900269 at the Business Register of Treviso. Any request regarding personal data may be forwarded to the Data Protection Officer at dpo@mxns.com or to the Data Protection Champion at dpcita@mxns.com

2. Types of processed data

For the execution of the contract signed by both parties, Chelab S.r.l. will process the following personal data: surname, name; tax code and/or VAT number; telephone number/email address; address; invoice delivery address; data relating to the supply contract; payment methods and/or bank details; any other personal data strictly necessary for the execution of the contract, and, if necessary, "special categories of personal data" (art. 9 EU Reg. 2016/679).

In case of failure to provide the aforementioned data and/or failure to provide consent to the processing, Chelab S.r.l. may not be able to execute some specific clauses of the contract.

3. Purpose of the processing

The Data Controller processes personal data (for example, name, surname, tax code, VAT number, residence, domicile, email or certified email address, telephone, IP address, profession, bank and payment details) -hereafter "data"- you communicated for the following purposes:

- Fulfill the pre-contractual, contractual and tax obligations deriving from the commercial relationship,
- Fulfill the obligations established by laws, regulations, by EU legislation or by an order from the Authority,
- Exercise the rights or legitimate interest of the Data Controller, including the defense in Court.

We would like to point out that if you already are our Customer, we might send you commercial communications relating to the Data Controller services and products similar to those you have already used, unless you disagree (art. 130, para. 4 of the Garante per la protezione dei dati personali (Italian Data Protection Authority).

4. Legal basis of the processing

The Data Controller processes your personal data lawfully and the consent you expressed is the legal basis for the processing.

5. Categories of recipients of personal data

The Data Controller may communicate the data you provided to appointed/authorized employees in order to process personal data in accordance with their respective duties, to external parties such as Group companies; commercial agents; credit institutions; credit insurance companies; debt collection companies; business information companies; consulting companies; business associations and/or organizations; professionals or service companies and public and private bodies, also following inspections and checks.

Should such recipients process data on behalf of the Data Controller, they will be appointed as data controllers with a specific contract or other legal act.

6. Transfer of data abroad

Your personal data may be transferred to one or more affiliated or associated companies and companies belonging to the corporate group of the Data Controller whether or not located within the EU. The Data Controller carries out these transfers in accordance with applicable legislation and has arranged the tools to guarantee compliance.

Furthermore, we inform you that the Data Controller may use some external service providers located in the USA for (i) the storage and hosting of some of your data (ii) the operation of its CRM.

7. Storage

The Data Controller will process the Customer's data for the whole business relationship and, subsequently, for the fulfillment of all possible obligations connected or deriving from the establishment of the same, for the period envisaged by law and according to the statute of limitations of the rights arising from the business relationship, without prejudice to further storage for the time necessary to settle any disputes that may arise.

8. Nature of providing data and consequence of refusal to respond

The provision of your personal data for the purposes related to the fulfillment of the obligations established by laws, regulations and EU legislation regarding the execution and management of the contractual relationships indicated in para. 2 is mandatory and the processing may be carried out without your express consent (art. 6 GDPR). Therefore, any refusal to provide them will make it impossible for the Data Controller to carry out the requested service.

9. Processing of data

The processing of your personal data is carried out by means of the operations indicated in art. 4, no. 2) of the GDPR and precisely: collection, registration, organization, conservation, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and elimination of data.

The data processing takes place with (paper, IT or telematic) tools suitable to guarantee security and confidentiality according to the so-called data protection by default, i.e. measures aimed at minimizing the risks of data dissemination.

10. Rights and methods of exercise

Pursuant to Chapter III of EU Regulation 2016/679, the interested party may exercise their rights by submitting a specific request to Chelab

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S.r.l. by contacting it by sending a registered letter with return receipt: Chelab S.r.l. Via Fratta 25 - 31023 Resana (TV), Italy and/or by certified email to dpcita@mxns.com.

The interested party will be able to:

- a) Obtain confirmation of the existence of personal data even if not yet registered, and their communication in an intelligible form;
- b) the origin of personal data, the purpose and methods of their processing, the logic applied in case of processing carried out with the aid of electronic instruments; the data of the Data Controller and of the subjects or categories of subjects to whom the data may be communicated or who may become aware of it in their capacity as Manager or Person in Charge;
- c) Obtain the updating, rectification or integration of the data;
- d) Obtain the cancellation, transformation into anonymous form, limitation or blocking of data processed in violation of the law, including those whose storage is not necessary in relation to the purposes for which the data were collected or subsequently processed;
- e) obtain certification that the operations referred to in letters a) and b) have been brought to the attention of those to whom the data have been communicated or disseminated, except in the case in which this fulfillment proves impossible or involves the use of manifestly disproportionate tools to the protected right;
- g) Oppose, in whole or in part, the processing of data, including profiling, unless the Data Controller has legitimate reasons to proceed with the processing which prevail over the interests, rights and freedoms of the interested party;
- h) portability of data to another company;
- i) Revoke consent, except for the limits deriving from legal regulations or contractual obligations.

As the interested party, you have the right to submit a claim with the Autorità Garante per la protezione dei dati personali, Piazza di Monte Citorio 121 - 00186, Roma - a) certified email message addressed to protocollo@pec.gdpd.it (this address is configured to receive communications from certified email ONLY); b) registered letter with return receipt addressed to Garante per la protezione dei dati personali, Piazza Venezia, 11 - 00187 Roma; c) hand delivery to the offices of the Garante per la protezione dei dati personali, Piazza Venezia, 11 - Roma. You can exercise your rights towards Chelab by contacting the DPC or the DPO at the email addresses listed below.

11. Clause/information for representatives and employees of client companies

The Customer acknowledges that the provisions of the privacy legislation, hereinafter GDPR, exclusively concern the processing of personal data and therefore of natural persons (not legal entities), acquired and processed by Chelab S.r.l. for the signing and execution of the Contract. For the purposes of this Contract, Chelab may process personal data regarding:

- The Customer, if this is an individual company or freelancer and/or

- The representatives, employees or collaborators of the Customer.

The Customer declares to be aware, pursuant to art. 13 of the GDPR, that the personal data communicated for the signing and execution of the Contract are collected and processed by Chelab S.r.l. as Data Controller and exclusively for such purposes and for the related regulatory, administrative and accounting obligations, through suitable (including computerized) methods and procedures, through its specifically trained and appointed employees and/or through external collaborators appointed as data controllers processing or otherwise authorized for the processing itself. The Customer acknowledges that, the personal data processed for the contract with Chelab, the natural person to whom the data refers ("interested party") has the right of access, rectification, limitation, cancellation, portability and opposition (articles 15-22 of the GDPR), as well as the right to complain to the Italian Data Protection Authority.

The Customer is responsible for guaranteeing the lawful usability of personal data concerning its representatives, employees and collaborators that are communicated to Chelab S.r.l. for the purposes of the signing and execution of the Contract, correct fulfillment of the information obligations towards the interested parties and, if the conditions are met, collection of their consent relating to the processing of their personal data by Chelab S.r.l. for the aforementioned purposes in the terms highlighted above.

12. Data controller, DPO and DPC Italy: contacts

Data controller: Chelab S.r.l., Via Fratta 25 - 31023 Resana (TV), Italy in the person of its Administrator and pro tempore legal representative SYLVAIN DAHIOT. Ph. +39 0423 7177.

Data Protection Officer (DPO): DE SARS GABRIELLE, SILLIKER GROUP CORPORATION FRANCE, 113, ROUTE DE PARIS - 69160 TASSIN LA DEMI-LUNE (FRANCE); Ph. +33 (0) 472381542; dpo@mxns.com.

Data Protection Commissioner (DPC) Italy: CHINELLATO GIANLUCA, Chelab S.r.l., Via Fratta 25 - 31023 Resana (TV), Italy; Ph. +39 0423 7177; dpcita@mxns.com.

QUOTATION ACCEPTANCE FORM

From

EMERGEE

VIA VALDANI 1
6830 CHIASSO
Svizzera

Messrs
Chelab srl
Client Administration
Via Fratta, 25
31023 RESANA (TV)

OBJECT : ACCEPTANCE of Your Offer nr. 2025-OFF-000983 Rev. 1 of the 01/16/2025

We confirm the commitment for the performance of the services indicated in the offer. Modifications, extensions or reductions of the order will be agreed in writing with the sales manager.

For acceptance: the Customer
(stamp and signature)

Pursuant to and for the effects of art. 1341 and following c.c. the undersigned declares that he is aware of and accepts explicitly all the clauses of the "Mérieux NutriSciences General Terms and Conditions for Services", expressly including those provided for by: Art. 2 Scope; Art. 3 MXNS Standard of Care, Art. 4 Service Reports and Results, Art. 5 Disclaimers, Art. 6 Customer's acknowledgements and obligations, Art. 7 Management of Customer Content and Materials, Art. 8 Delivery, Performance Schedules and Turnaround Times, Art. 10 Fees and Expenses, Art. 11 Payment terms, Art. 13 Intellectual property, Art. 14 Limitation of liability, Art 15 Indemnity, Art 17 Ethics & Compliance and Art 18 General conditions

For acceptance: the Customer
(stamp and signature)

The undersigned _____ as _____ of _____, gives Chelab S.r.l. consent to carry out the aforesaid activities for which the consent represents the legal basis of the processing and, for this reason,
 Consent
 Do not consent

For acceptance: the Customer
(stamp and signature)

Place and Date: _____

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VAT n. IT01500900269 R.E.A Treviso 156079 fully paid up € 103.480,00

QUOTATION ACCEPTANCE FORM

Reserved to new Client

Company activity	_____	Web	_____
Reference person	_____	Role	_____
Tel	_____	Fax	_____
Fiscal code	_____	E-mail	_____
VAT number	_____	E-mail PEC*	_____

Electronic Invoice (reserved for Italian customers)*

SDI code*	_____	PEC recipient*	_____
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Bank:

Bank Name	_____	Swift Code	_____
Branch Office	_____	Bank Agency Coc	_____
IBAN	_____		

Chelab Bank Reference

Bank	BNL c/c 2063
Branch Office	CASTELFRANCO VENETO
SWIFT	BNLIITRR
IBAN	IT22R010056156000000002063