



TOTAL TESTING SERVICE

GENERAL CONDITIONS OF SALE AND SERVICES

ART. 1 - SCOPE

Unless otherwise expressly accepted in writing by TTS, all TTS services are subject to these General terms and conditions, which prevail over any other contractual stipulation. Any order implies the Client's acceptance of these General Conditions of Sale and Services.

The conditions of any contract that may take different forms (accepted quote, order form, contracts, etc.), complete this document.

ART. 2 – SERVICES

All results of the work or Services provided by TTS, in whatever form, are described in reports and certificates intended for the exclusive use and benefit of the Client.

The Client acknowledges that the use of the reports and certificates drawn up by TTS must be limited to the facts and statements set out therein. The Client acknowledges and accepts that the services provided by TTS are not necessarily carried out take into account all the safety, performance and quality requirements of the products covered by the contracts.

ART. 3 – CLIENT OBLIGATIONS

The TTS Client declares and guarantees :

- That he has the legal capacity to conclude the contract and acquire for his own account, and not as a representative of any other natural or legal person, the Services provided by TTS.
- That any sample, information and/or document provided is representative, accurate, precise, and not likely to mislead TTS. It being specified that TTS has no obligation to verify its accuracy or completeness.
- That the shipment to TTS and/or the return to the Client of any sample, product and equipment, subject of any contract, will be the sole responsibility of the Client, including customs clearance costs if necessary. Retention or destruction of any sample is subject to internal TTS procedure.
- That no information, sample and document provided to TTS will infringe the rights recognized by law to a third party such as, for example, intellectual property rights.
- That he ensures that all third parties, such as suppliers or distributors, have read the terms of the Contract (General Conditions of Sale and Services, and other Contracts) in case when they are in relation to the Services provided by TTS, upon Client request.

The Client of TTS also undertakes :

- To appoint a person in charge who will be in charge of cooperating with TTS around any question relating to the Services provided by TTS on behalf of the Client.
- To provide, at its own expense, the samples and equipment (and their accessories if necessary) concerned by the Service requested, with, if applicable, any information or documents necessary for the performance of the Service in question.
- To ensure any feedback or instructions in time to allow the proper performance of TTS services.
- To allow TTS (including its agents, subcontractors and employees) access to its premises where the services are to be provided as well as to each premises or site which may be necessary for the provision of the Services.
- To keep TTS informed of the health and safety regulations applicable on its premises before the planned trip for the performance of the Services.
- To communicate to TTS, without delay, any information relating to the risks and incidents which could affect any sample sent or process applied.
- To use the reports and certificates provided by TTS in the appropriate manner in order to avoid misleading and to distribute them only in their entirety.

- That no erroneous or misleading statement or information on TTS services is provided to a third party via any advertising or promotional medium.
- To inform TTS if products, equipment or documents are subject to import/export restrictions from or to a country.

The TTS Client acknowledges,

- That no breach of the Contract can be blamed on TTS in the event that the non-performance of the Service is a direct consequence of a breach by the Client of its own legal, regulatory and/or contractual obligations.

ART. 4 – TTS OBLIGATIONS

TTS, as a service provider, undertakes to :

- Comply with the legal and regulatory obligations in force, as well as the obligations of means.
- To comply with health, environment and safety rules in the performance of any contract.
- To perform its Services with reference to the technical and scientific data in force in the context of the execution of any contract.
- That the TTS intervener can never have the direction, nor the use of the device, the machine, the installation, the product or in general, of the thing object of his intervention except if the nature of the service requires it.
- To perform itself, the Services entrusted to it. However, TTS has the right to subcontract all or part of it under its full responsibility, only if the regulations do not prohibit it. TTS must inform the Customer of any subcontracted Service.
- Inform the Client if, within the context of its accreditations, the TTS operator is likely to be accompanied on site by an evaluator from an accreditation body.
- Not to participate in the management, supervision of the works, development, training, operation and maintenance of the facilities and equipment of the Client unless the nature of the service requires it.

TTS certifies that :

- TTS does not assume any compensation claim from the Client, following the degradation or destruction of samples, products, equipment and installations, the subject of their services which have been carried out according to the conditions required by the service.
- In any event, direct/indirect/immaterial consequential/non-consequential damages (in particular loss of profits, damage to brand image) suffered by the Customer are expressly excluded.
- The archiving period for test objects is set at 6 months. With the exception of samples associated with microbiological analyses which are kept for 72 hours once the report is delivered.

ART. 5 – OFFERS, INVOICING AND PAYMENT TERMS

- TTS offers must be approved in writing by the Client
- Unless otherwise agreed in writing, commercial offers made by TTS are valid for a period of 30 days. The end date of the offer is indicated on the quote.
- TTS reserves the right to review the price of its Services.
- Unless otherwise agreed in writing, invoices are payable in advance in the currency specified in the invoice. Bank charges are the responsibility of the Client.
- Any invoice not paid in full on time will be increased automatically and without prior notice, by compensation equal to 12% of the amount due. The amount increased will generate interest, at rate equal to 1% per month. Each month started will be considered as a full month.
- TTS reserves the right to refuse to conclude a contract or to conclude under conditions derogating from its general conditions, in particular in the event of a previous payment incident or excessive demand.
- Any claim on the invoice must be sent to TTS in writing within eight days of receipt of the invoice. The submission of a complaint does not release the Client from his payment obligations.
- In the event of non-payment or non-compliance of obligations by the Client, TTS will have the possibility to end automatically a contract after sending the formal notice by registered letter with acknowledgment of receipt remained unsuccessful.



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- If the customer requests a subsequent modification of the content of the service, he will notify TTS in writing. Any change likely to significantly alter the duration and content of TTS Services will be subject to a price review.

ART. 6 – LANGUAGES

The client will ensure that all documents sent in connection with the processing of its services are written exclusively in French or English. All TTS communications with the customer will also be conducted only in these languages. At the client's request, TTS can subcontract the translation of its service results.

ART. 7 – SUBCONTRACTING

Unless otherwise stipulated, TTS may delegate all or part of the services to a subcontractor or an affiliated company which provides the same conditions for carrying out Services as TTS with the prior agreement of the Customer.

ART. 8 – CONFIDENTIALITY

TTS ensures the confidentiality of information relating to products, installations inspected, documents communicated or companies concerned. No information is made public, except in the context of legal obligations.

All information, of any nature and form whatsoever, that the Client will communicate to TTS, will be confidential, and may not under any circumstances be transmitted to third parties without the Client's explicit consent, or if TTS deems it necessary according to the current professional customs and practices.

However, unless expressly opposed by the Client, the latter agrees to appear on the lists of TTS references, which undertakes to respect the brand image and the communication policy of the Client.

The intellectual property rights contained in any document drawn up by TTS and given to the Client remain the property of TTS. The Client is granted a right of use for his own needs or for compliance with the regulations in force. Any other use is prohibited without the prior written consent of TTS. Any use of the TTS brand or logo is prohibited without the express, written and prior consent of the TTS Management.

TTS Clients are not permitted to use the trademarks or logos of accreditation bodies

Where the laboratory is required by law, or authorised by contractual provisions, to disclose confidential information, the client or person concerned shall be notified of the information provided, unless prohibited by law.

ART. 9 – PERSONAL DATA

As part of the provision of its services and the execution of its contracts, TTS undertakes to guarantee its Client the security of their data. TTS takes all the necessary measures to prevent any accidental loss, unauthorized or unlawful processing or even the destruction or alteration of its Clients data in accordance with the applicable legal provisions on data protection.

ART. 10 – TERMINATION AND CLAIM

In case of non-compliance by the Client with its obligations mentioned in Article 3, TTS reserves the right to terminate the Services in progress, without compensation, within a period of 1 month after the sending the formal notice by registered letter with acknowledgment of receipt remained unsuccessful, without prejudice to any damages that TTS could claim. In this case, the services will be payable by the customer within 30 days.

Any claim by the Client against TTS must be sent by registered mail with acknowledgment of receipt within a maximum period of 1 month from the date on which the Client becomes aware of the triggering event. Exceeded this period, any claim, whatever its reason or basis, will be irrevocably abandoned.

ART. 11 – INSURANCE

TTS has taken out an insurance policy covering its civil liability.

At the client's request, a certificate can be sent to him.

The Client must guarantee itself against the risks that it would incur for the TTS experts involved in its sites and the incidents or accidents for which it would be responsible.

ART. 12 – FORCE MAJEURE

The occurrence of a case of Force Majeure automatically suspends the obligations of TTS and exempts it from any liability or any damage that may result.

If the case of Force Majeure were to extend beyond two (2) months, the Client shall have the right to terminate the contract without involving a judge, without TTS being required to pay the Client any form of compensation.

The following are considered as cases of force majeure, without limitation : war, riots, armed conflict, terrorist acts, sabotage or piracy, revolution, epidemic, international sanctions, natural disaster, explosion or fire, social movement or strike, failure utility providers, etc.

ART. 13 LIMITATION ET EXCLUSION DE RESPONSABILITÉ

TTS et son client reconnaissent que la responsabilité de chacun vis-à-vis de l'autre n'est exclue en cas de décès, de dommages corporels ou de fraude commise par l'un ou l'autre, leurs dirigeants, représentants légaux, salariés, mandataires ou sous-traitants.

Le client reconnaît que le montant total maximal des indemnités de toutes natures dues par TTS au titre de sa responsabilité contractuelle et pouvant découler de manquement à l'une quelconque de ses obligations légales, réglementaires et/ou contractuelles (Ex : non-conformité, défaut de conseil,...) ne peut excéder le montant hors taxe de la valeur du contrat dû par le Client à TTS.

Le client déclare ne pas demander d'indemnité de TTS en cas de perte de bénéfice, de perte de chiffre d'affaires ou de marché(s), de préjudice d'image ou de réputation, d'impossibilité d'utiliser des logiciels, des données ou des informations, de dommage direct ou indirect, consécutif, punitif ou préjudice particulier.

ART. 14 VARIA

The Customer waives the application of his own general and specific conditions, even if it is specified therein that they are the only ones applicable.

ART. 15 – DECLARATION OF CONFORMITY TESTING AND CALIBRATION

When declaring conformity to a specification or standard, TTS is required to use decision rules that take into account the level of risk to meet the requirements of ISO/ICE 17025 and that of accreditation bodies. We would appreciate you to see [declaration of conformity](#).

ART. 16 – JURISDICTION - APPLICABLE LAW

Any disagreement relating to the conclusion, validity, interpretation or execution of a contract between TTS and a Client will be governed by the law of the country of residence of TTS. Only the courts in the location of TTS head office will be competent.



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