

Terms and conditions of sale

Article 1 : Scope of application

Unless a written derogation is accepted by TTS PT (Proficiency Testing), all TTS PT services are subject to the present terms and conditions, which prevail over any other contractual clause. Any request implies the customer's acceptance of these terms and conditions. The conditions of any contract, which may take various forms (accepted quotation, contracts, etc.), complete the present document.

Article 2 : Packages and prices

Proficiency test programs are subject to approval by the participant. The participant's/customer's acceptance of the terms and conditions of sale implies his/her validation of the PT program. Any discounts and rebates may be granted on the basis of specific agreements arranged directly with the participant.

Article 3 : Payment of invoices

Unless differently agreed, invoices are payable in cash, by bank transaction or by cheque on receipt of the invoice/quotation. TTS PT reserves the right to refuse the assignment of a contract or to start a contract under conditions derogating from its terms and conditions, in particular in case of the customer's insolvency, a previous payment incident or an abnormal request. The lodging of a complaint does not release the customer from his payment obligations.

Article 4 : Participation request

On receipt of a customer's request for participation, a quotation is prepared and sent to the customer. It is subject to acceptance by the customer. This acceptance implies validation of the present terms and conditions of sale. Requests are valid only once we receive a written confirmation from the the customer (in electronic format) and following the payment of the quote/invoice sent by TTS PT. Only requests made on the TTS PT application form, properly completed, sealed and signed by the customer, are valid. The customer is hereby informed that shipment of the sample by TTS PT will be at the customer's charge, including customs clearance costs if necessary.

Article 5 : Cancellation of participation

An order can only be cancelled after receiving written confirmation by email from TTS PT. It is possible to cancel participation in a proficiency testing campaign up to one week before samples are dispatched. After this date, the dispatch procedure has already been started, which automatically generates costs, so TTS will issue an invoice even if the participant/customer does not wish TTS PT to dispatch the samples.

Article 6 : Damage or Loss of Proficiency Testing Item

In the event of damage to or loss of the proficiency testing item, particularly during transport, a replacement item may be sent, subject to its availability and provided that this does not compromise the validity of the results. If replacement proves impossible, an appropriate arrangement will be agreed with the participant, in accordance with the principles of fairness and transparency.

Article 7 : Deadlines

The delivery dates for TTS PT's services (Samples dispatching, reports delivery) are given for information only and are in accordance with the planning of the PT program. They start to run as soon as TTS PT accepts the customer participation.

TTS PT remains responsible for any delays due to transportation and may give the participant/customer additional time to submit his results.

Acceptance of participation by TTS PT is only effective when all the elements required for this service, and which are the responsibility of the customer, are provided by the client.

Article 8 : Subcontracting

Unless otherwise stipulated, TTS PT may delegate part of the services of the proficiency testing program to a subcontractor. In this case, TTS PT will inform participants in advance in writing of the services that are or may be subcontracted.

TTS PT remains liable to customers for all work performed by the subcontractor.

Article 9: Confidentiality, Collusion and Falsification

TTS PT is responsible for the management, protection and preservation of the confidentiality of the identity of participants as well as all information obtained or generated as part of the proficiency testing programs.

Where applicable, TTS PT shall inform the participant in advance of any information it intends to make public, unless prevented from doing so by legal or regulatory obligations.

Where TTS PT is required by law or authorized by contract to disclose confidential information, the participant concerned shall be informed, unless prohibited by law.

The participant undertakes to use the reports issued by TTS PT in their entirety, without altering their content, making partial reproductions or unauthorized distribution.

Any disclosure or partial use of the information contained in these reports shall require the prior written approval of TTS PT.

Furthermore, participants are strictly prohibited from discussing their results, test methods, equipment or any other information related to the proficiency testing with other participants, if known to them.

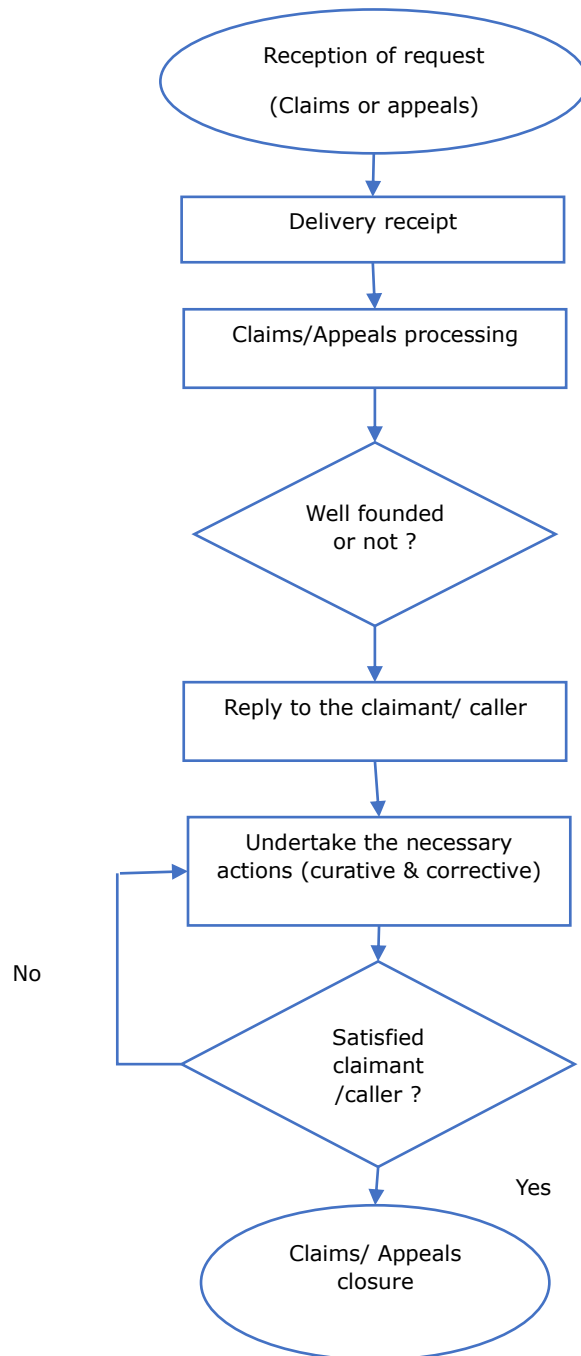
Each participant is responsible for avoiding any form of collusion or falsification of results in order to ensure the integrity and reliability of the program.

Article 10: Handling of claims and appeals

Any claim or appeal must be dealt with as quickly as possible by TTS PT in accordance with the below procedure.

For any claim or request, please contact us by email at the address mentioned below:

- HHA@ttesting.org / HRH@ttesting.org



Article 11: Processing and Analysis of Results

In the event of a small number of participants, the technical experts shall select one of the appropriate statistical tools from the protocol detailed at the following link [Protocol TTS PT](#). If other arrangements are made, they shall be agreed with the participant.