

# STANDARD TERMS AND CONDITIONS

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## I. INTERPRETATION

For the purpose of the Standard Terms and Conditions, each word listed below shall have the meaning designated:

Order means the agreement between BIPEA and the Member for the participation in BIPEA PT Programs and/or the supply of any services by BIPEA to the Member, as described in this Order. An Order may cover several BIPEA PT Programs. A BIPEA PT Program may include several Interlaboratory Comparative Tests.

Member means the laboratory which shall have to fulfill the Membership requirements described below.

Interlaboratory Comparative Tests means the analysis of one or more parameters performed by the Member, based on one or more proficiency testing samples distributed by BIPEA.

The Member shall provide its tests results on the dedicated BIPEA website before the deadline fixed by BIPEA. Afterwards, BIPEA will publish and send the corresponding Interlaboratory Comparisons Report to all participants.

Interlaboratory Comparisons Report means the document including in particular statistical and performance data of each participant who will have provided its test results to BIPEA, as mentioned above.

External Reference Material (ERM) means the proficiency testing sample distributed with the corresponding Interlaboratory Comparisons Report.

Technical assessment means the service provided by BIPEA within the framework of an official accreditation or agreement.

## II. APPLICATION

These Standard Terms and Conditions shall apply to all the services provided by BIPEA for the benefit of the Members, pursuant to an Order.

Any difficulties emerging from the application of one of the provisions of these Standard Terms and Conditions shall not call into question the other provisions of these Standard Terms and Conditions.

## III. MODIFICATIONS AND VARIATIONS

No modification or variation may be made to these Standard Terms and Conditions without the prior and written consent of the Director of BIPEA and the Member.

## IV. ORDER AND DELIVERY OF BIPEA PRODUCTS

Upon reception of a confirmation of subscription and the payment of the services, the Member will be allowed to participate in the Interlaboratory Comparative Tests related to the BIPEA PT Program defined in the Order.

The duration of an Order shall be twelve months, where the Order has been concluded at the beginning of the BIPEA PT Program. Where the Order has been concluded during the BIPEA PT Program, the Order shall expire at the end of this BIPEA PT Program. In any cases, the Order shall be tacitly renewed for a new twelve months period, except when a written termination with a three month's formal notice from one the parties has been issued.

BIPEA shall use its best endeavors to dispatch proficiency testing samples to the Member on the specified indicative dates.

The Member shall pay the price defined on BIPEA price list or quotation for any Order. Our prices include shipping costs except clearance of the samples. The participating laboratory is in charge of the clearance procedures and fees (if needed). The samples shall be sent according to the schedules available on [www.bipea.org](http://www.bipea.org).

## V. LOST, DELAYED AND DAMAGED TEST MATERIALS

If a Test Material would arrive at the Member premises in an unusable condition caused by

transportation, BIPEA shall promptly replace it without any charge.

BIPEA is not responsible for the replacement of any Test Materials if the Member has not informed BIPEA that they are in unusable condition within 3 working days after reception. After this deadline, the Member shall be deemed to have accepted the Test Material regardless of its condition. BIPEA is not responsible for the replacement nor the investigation of the loss of Test Material if the Member has not informed BIPEA within 10 days of the dispatch date.

BIPEA reserves the right to inspect the Test Materials declared as damaged. The Member should not use this kind of Material and shall, if requested, return the test Material to BIPEA at its own expenses.

BIPEA is not liable in case of loss of the transport documentation during the distribution of the sample to the Member.

Any delay caused by the retention of the Test Materials by the customs or any other parties during the shipping, exempts BIPEA from any liability and especially regarding the deadlines to submit the results on the BIPEA website.

## vi. PAYMENT

All invoices are issued in Euro and have to be paid in Euro (€). Any bank charges and any other taxes inherent in the Member's country of residence remain the responsibility of the Member.

Payment shall be due within 30 days from the issue date of the invoice.

The Member shall be invoiced for the entire cost of Interlaboratory Comparative Tests included in an Order.

External Reference Materials will be invoiced once they are shipped.

When an invoice is unpaid, BIPEA reserves the right to suspend the sample distribution.

BIPEA reserves the right to ask for an advanced payment of an invoice before any shipping of the samples.

## vii. PRICES

Participation fees are as follows:

### 1. Joining fee:

The joining fee for a new Member is 10 €. This cost is included in the Annual fee from its first Proficiency Testing Program.

### 2. Annual fee:

BIPEA Members shall pay the annual fee in order to join the Proficiency Testing programs.

A special discount on the annual fee can be granted to laboratories belonging to the same group.

### 3. Cost of participation in a Proficiency Testing Program:

Interlaboratory Comparative Tests are invoiced for the entire annual series. For any subscription within the annual series, the prices are calculated on a Prorata temporis basis.

Discounts on the Proficiency Testing Programs are applicable per laboratory, as follows:

- 2 % for an amount from 3 000€ to 4 999€
- 4 % for an amount from 5 000€ to 9 999€
- 6 % for an amount from 10 000€ to 14 999€
- 10 % for an amount from 15 000€ onwards.

These discounts are granted only for Proficiency Testing Programs and are applied on the total amount of the invoice (annual fee not included), without taxes.

### 4. External Reference Materials:

The External Reference Materials are invoiced upon order. The availability of the External Reference Materials is guaranteed only after the order is finalized.

Discounts on External Reference Materials for a single order are applicable as follows:

- 10 % for an order of 10 to 19 samples,
- 15% for an order of 20 to 49 samples,
- 20 % for an order of 50 or more samples.

### 5. Technical assessments:

These technical assessments are invoiced per unit for a complete annual series.

## viii. OTHER COSTS

The Member is the only responsible for paying any local customs duty or any other tax if applicable.

BIPEA Prices are net and include shipment and packaging costs. They also include the distribution of the Interlaboratory Comparisons Report by email.

An additional cost will be invoiced to the Member for the distribution of External Materials, when frozen or refrigerated.

If the parcel is refused by the Member, BIPEA will invoice this Member the cost of the return of the parcel to BIPEA.

#### **ix. ORDERS AND ESTIMATES**

BIPEA can prepare an estimate upon the request of the laboratory. This estimate will be valid for a maximum of one month.

#### **x. MEMBERS DUTIES**

The Member has to:

- Communicate to BIPEA all the information necessary for the shipping of the samples such as the exact name of the laboratory, its physical address, a contact name, telephone number and email.

- To check the information sent by BIPEA on the Member information form.

- To inform BIPEA as soon as possible of any modification of the address or contact details.

- To communicate correct fiscal data necessary for the billing.

- To inform BIPEA on the customs policy of the Member's country and to request any specific document necessary for the samples reception to the concerned Authorities.

- To accept any parcel sent by BIPEA.

The Member shall do the necessary in order to have its results mentioned in the Interlaboratory Comparisons Report. Therefore, he has to provide its results under the defined protocol by BIPEA before the deadline.

#### **xi. BIPEA DUTIES**

If BIPEA was not able to provide a proficiency testing sample for any circumstances beyond its control, BIPEA will issue a credit note equivalent to the price of the involved intercomparison test. This credit will be used by the Member during the next annual series.

The Member will have access to the Interlaboratory Comparisons Report for all the ordered Test Material, regardless whether the Member has sent its results or not.

#### **xii. SUSPENSION OF BIPEA SERVICES**

BIPEA reserves the right to cancel immediately the supply of its services in the following cases:

- Non-payment of a pending invoice over 60 days.

Once the invoice is paid, the distribution of the samples will start again. Only the non-perishable and available samples will be sent. BIPEA will not issue a credit note of the unshipped samples for this reason.

- Refusal on non-reception of BIPEA parcels by the Member.

#### **xiii. BIPEA LIABILITY**

BIPEA is not liable for any loss, damage, personal injury or death (other than death or personal injury suffered as a result of negligence of BIPEA) which results from the operations of the Member during the BIPEA Interlaboratory Comparative Tests.

BIPEA is not liable for any economic loss of the Member may undergo after his participation in BIPEA Interlaboratory Comparative Tests. BIPEA shall not be liable for any breach in case of force majeure.

In any cases, the liability of BIPEA shall not exceed the sum of the annual amount invoiced to the Member by BIPEA.

#### **xiv. CONFIDENTIALITY**

By anonymizing the tests results, BIPEA undertakes to keep confidential the individual Member test results provided by the Member to BIPEA in a context of a PT Program.

**xv. PROPERTY**

BIPEA is and remains the unique owner of deliverables provided to the Member in the course of the services provided pursuant to an Order and BIPEA in particular remains the owner of the Interlaboratory Comparisons Report and the data included in this deliverable: statistic data, performance data, etc.

Pursuant to its statutes, BIPEA has the right to reuse its deliverables and any part of the contents of these deliverables in particular in the course of its analytical study activities and in order to disseminate and promote good laboratory practices, under the condition that the test results have been anonymized by BIPEA.

The Member undertakes to use the services and the deliverables for its own use

BIPEA owns the intellectual property rights to its trademarks and logos. In the absence of BIPEA's prior written consent, the Member may under no circumstances reproduce, represent, refer to or use, in any way whatsoever and on

any medium whatsoever, the names, trademarks and logos of BIPEA.

**xvi. USE OF BIPEA'S « COFRAC ACCREDITATION »**

BIPEA does not authorize the subscribers to cite its own ISO 17043 accreditation, other than throughout the reproduction of its full reports' issuance.

**xvii. LANGUAGES**

These Standard Terms and Conditions have been written in French and might be available in other languages. Only the French version applies.

**xviii. LAW**

These Standard Terms and Conditions shall be governed by and construed in accordance with French law.