

GENERAL TERMS AND CONDITIONS

Commitment of means

Fulfilment of the assignment given by the client does not constitute an obligation to achieve a result but a commitment of means by virtue of ECCA/BIOTOX.

Absence

If the client or his staff member is not present at the time of a pre-arranged meeting, as a result of which the activity cannot take place, ECCA/BIOTOX reserves the right to charge for the minimum performance time, and/or the costs of travel and travel time.

Obligations of the client

The client is obliged to:

- Provide all information and allow access to all documents that are necessary and useful to gain a clear insight into the assignment. (obligation to cooperate)
- (If applicable) to notify the FASFC within the framework of the Royal Decree of 14/11/2003 and the MB of 22/01/2004 (mandatory notification) for all established facts that fall or may fall under this obligation. More information: see reporting obligation
- To pay the fee in time for the performance of the assignment. (obligation to pay on time).

Notification obligation

Laboratories ECCA & BIOTOX act in accordance with "Guideline within the framework of the M.D. of 22/01/2004 on the modalities for the reporting obligation in the food chain published in the B.O.J. of 13/02/2004" (more info: <https://www.fasfc.be/control-system/compulsory-notification>).

Before a notification obligation can be activated, an evaluation of the risk to - depending on the case - the health of humans, animals or plants must be carried out. The operator is responsible for the risk assessment and/or making all necessary information available and assures that he will at all times provide information about who will do what and when. If a report is applicable, the operator assures that this report will be made immediately (within 48 hours after the initial determination).

Liability

ECCA/BIOTOX is not liable for any damage resulting from the client's failure or late performance of the advice or tasks that ECCA/BIOTOX has provided or imposed, the misinterpretation or misimplementation of the advice by the client, the nature of the products made available, or the incorrect or late use of the products.

Confidentiality

Both during the execution of this agreement and after its termination, ECCA/BIOTOX must refrain from disclosing to any other person the factory or business secrets or confidential information or documents of the client or from performing or participating in any act of unfair competition. The documents may, however, be made available for inspection by official bodies if they so request.

Copyright

All advice, tools and documentation provided to the client during the execution of the assignment or made available by ECCA/BIOTOX remain the intellectual property of ECCA/BIOTOX and may only be reproduced or transferred with the prior written consent of ECCA/BIOTOX.

The customer has the possibility to mention (any available) standards on his reports. Any exceeding of a standard value (without taking into account the measurement uncertainty) is indicated by an exclamation point.

Transfer

ECCA/BIOTOX reserves the right to outsource or transfer all or part of the agreement to another service provider (other than recognition and accreditations). In this case, the service provider concerned will fully replace ECCA/BIOTOX and will have to fulfil all the rights and obligations of the agreement.

Termination

The contract is for an indefinite period of time. The agreement can be terminated by mutual agreement at any time after the initial period has been reached if the parties consider that the cooperation is no longer meaningful. The parties may terminate the agreement by registered letter. In this case, a notice period of 6 months shall apply. In the event of a cancellation or termination of the agreement by the client during a fixed phase, the client shall be obliged to pay the agreed fixed amount in full.

Applicable law and competent courts

In the event of a dispute relating to the existence, interpretation and implementation of this agreement, Belgian law shall apply, and the courts of Ghent shall be competent to take cognizance of any such disputes.

Price indexing

Prices are valid at the time of signature and are subject to the consumer price index.

Invoicing

Quotation and contract prices are always without VAT. When delivering analyses, the client is deemed to agree with the prices in question and not to have any comments. If written complaints have not reached us within 15 days after the date of issue of the invoice, any complaint is irrevocably inadmissible. Unless otherwise stated on the invoices, the invoices are payable within 30 (thirty) days after the date of issue of the invoice. In the event of non-payment of the invoice within the set period, a fixed compensation of 10% shall also be due by operation of law and without notice of default.

Only one original copy of an invoice can be sent. An administrative fee of € 12.50 per invoice will be charged for each change.

In all cases, the client remains ultimately responsible for the payment for which he has given the order, even if the invoice has to be sent to another party.