



General terms

Definition

Each individual sample the Customer send (or batch of samples which Customer send simultaneously) to Q&Q Labs AB for analysis is considered to constitute one (1) distinct assignment, regardless of the number of analyses carried out on the submitted material. An assignment may also be a specifically defined project such as method development, validation study, and the like.

Liabilities

Q&Q Labs AB is responsible, with the limitations described below, for damages caused by Q&Q Labs AB's negligence affecting the Customer. The liability to damages extends only to compensation for direct damages caused by Q&Q Labs AB's negligence. It does not cover indirect damage (indirect loss) such as unrealized profit, expected savings, loss of income, other general property damage or any other indirect damage. Q&Q Labs AB's liability does not cover damages caused by the Customer e.g. by incorrectly reporting relevant facts or information, or by making changes in results supplied by Q&Q Labs AB without approval by Q&Q Labs AB. The Customer is responsible for the transport of samples to Q&Q Labs AB. Q&Q Labs AB's responsibility for Customers samples initiate at the time of delivery of the testing material to the Q&Q Labs AB's laboratory. Q&Q Labs AB's total liability resulting from an assignment is limited to one (1) Swedish "Prisbasbelopp" (according to the Swedish act "Lag om allmän försäkring"). This amount also includes penalties and damages for contingent delays. The right to damages is forfeited if claim for damages is not made in writing within three (3) months of the date the Customer obtained the assignment results.

Governing Law/Disputes

This agreement shall be governed by and construed in accordance with the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. Such arbitration shall be conducted in Stockholm Sweden. Arbitration proceedings shall be conducted in the Swedish Language.

Delivery time and pricing

Delivery time is dependent on the type of analysis and if any special agreement is in existence. Express service is available at a surcharge equal to the regular charge.

Storage

Unless otherwise agreed, samples are saved for a maximum of five weeks after the analytical report is sent. After five weeks the remaining samples are destroyed. Remaining samples can be sent back upon request and the Customer will be charged return shipping.

Unless otherwise agreed, raw data and results are stored for 10 years after the analytical report is sent. After this time the documentation is destroyed.

Safety Information

The Customer is responsible for providing Q&Q Labs AB with all relevant information about the sample to be analyzed. It is imperative that carcinogenic, corrosive, poisonous or in any other way dangerous substances are marked clearly and correctly. An MSDS (material safety data sheet) describing risks and safety measures shall be enclosed with the substance or made available to Q&Q before the substance arrives.

Terms of Payment

Standard payment term is 30 days net. Interest is charged on overdue payment from the due date at an interest rate per annum, which by eight (8) percentage units exceeds the reference interest rate ("Referensränta") under the Swedish Interest Act ("Räntelagen"). In addition, Q&Q Labs AB is entitled to add an administrative fee ("Påminnelseavgift") on every payment reminder according to the Swedish law on compensation for debt recovery costs ("Lag om ersättning för inkassokostnader"), the largest allowed fee will be used. Q&Q Labs AB shall be entitled to compensation from the Customer for all costs, including costs for legal assistance, which may arise in connection with the Customer's non-fulfillment of any undertaking. Q&Q Labs AB reserves the right to credit check before granting any credit. Remarks on invoice made later than 14 days after the invoice date are invalid.

Force majeure

Q&Q Labs AB shall be free from liability or obligation when an extraordinary event or circumstance beyond the control of Q&Q Labs AB, such as a war, strike, riot, crime, fire, work conflict, hurricane, lightning, flooding, earthquake, volcanic eruption, etc. prevents Q&Q Labs AB from fulfilling their obligations under the contract.

Term and termination

This Agreement shall enter into force when accepted by Customer and shall continue until terminated by either party by ninety (90) days prior written notice. Modification to this agreement shall be made in writing to be valid.

Disclaimer

Q&Q Labs AB can in no way guarantee method development, validation or similar assignments' level of success. Q&Q Labs AB may use subcontractors for parts or all of the above assignment. Any quotation is based on the information that is known at present and does not include unforeseen costs. Advisory and assistance services are invoiced according to the hours spent.

Agreement

In all matters not agreed upon here, ABK09 is valid. In matters where this agreement and ABK09 conflict, this agreement has priority.

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