


	RECORD: QM7.1/R-46 - Client take on/contract		ISO 17025 Clause 7.1
	Compiled By: Lizet Moore	Signature: 	Date Approved: 20190506
	Amended By: Lizet Moore	Signature: 	REV No: 04
	Approved By: Marrilize Bylsma	Signature: 	Page 1 of 2

Type of account (please tick the relevant account type):

COD (complete sections A, B) <input type="checkbox"/>	Credit (complete sections A, B, C, D) <input type="checkbox"/>
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Section A:

Company/ Individual Name		Company Registration Number/ IndividualD number	
VAT Registration Number			
Physical Address			
Postal Address			
Technical/Project Contact Person		Email Address	
Telephone number		Fax number	
Cell number			
Accounts Contact Person		Email Address	
Telephone number		Fax number	
Cell number			
Invoicing			
Terms	<u>STRICTLY 30 DAYS FROM DATE OF INVOICE (if approved, otherwise COD – no results will be released before payment for COD clients)</u>		

Section B:

<p>Are you aware of any actual, potential or perceived conflicts of interest/impartiality issues related to anyone in your company with BioToxLab? If so, please state the details below. Please also ensure that you inform BioToxLab of any such risks that could arise during the year</p>

Initial.....

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Section C:

DIRECTORS/MEMBERS DETAILS			
Name	Capacity	ID Number	Address

Section D (provide at least 2):

TRADE REFERENCES			
Name & Address	Tel No:	Credit Limit	Terms

Bank		Branch	
Account Number		Type of Account	
Estimated monthly credit required:		Terms	30 days from date of invoice

I, the undersigned, _____ (full names) ID number _____

in my capacity as _____ of the DEBTOR _____

Hereby warrant that I am duly authorized by the debtor to make this application on behalf of the debtor and information is true and correct
 Do hereby acknowledge and agree that by my signature hereto I bind myself on behalf of the debtor in accordance with the terms
 as attached, which I acknowledge having read and understood, and as principal debtor in solidum with the debtor to the creditor
 for the due payment by the debtor of all amounts which may now or at any time hereafter become payable by the debtor to the
 Certify that all information given above is true and correct.




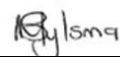
Dated at this _____ day of _____ 20__

For office use:

Type of account approved:	Date:	Terms:
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Additional Comments

Digital Signatures:

	FORM: QM7.1/F-18 - Terms and Conditions of Service		ISO 17025 Clause 7.1
	Compiled By: Lizet Moore	Signature: 	Date Approved: 2019-05-06
	Amended By: Lizet Moore	Signature: 	REV No: 01
	Approved By: Marrilize Bylsma	Signature: 	Page 1 of 2




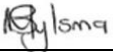
The following Terms and Conditions are applicable to any services provided by BioToxLab (hereinafter referred to as the Laboratory) or correspondence exchanged between the Laboratory and the Client in connection with the proposal/quotation. Collectively the Proposal/Quotation and the following Terms and Conditions form the Agreement between the Client and the Laboratory.

1. **VALIDITY OF THE OFFER**
 - a. Toxicity testing prices are valid from the date of quote till the last day of the current year.
 - b. Any changes in the scope of work reflected in the proposal/quotation shall be effected by written agreement between the Laboratory and the Client.
 - c. If changed or additional services are required, the parties must agree on the cost and program implications thereof prior to rendition of the services

2. **STANDARD OF CARE**
 - a. The Laboratory shall provide the Service with such reasonable skill, care and diligence as is ordinarily exercised by accredited laboratories in similar circumstances at the time the Service is provided.
 - b. The Laboratory shall provide the Client with an opportunity to provide feedback regarding the provision of the Service at any time during the course of the Service, and thereafter.

3. **TERMS OF PAYMENT**
 - a. The Client shall pay the Laboratory the Fees and Expenses as set out in the attached proposal/quotation without set off or deduction, unless otherwise agreed.
 - b. Payment shall be in Rands unless expressly agreed otherwise. If Rands are not the currency of the country in which the Services are provided, the exchange rate for payment from local currency to Rand shall be that at the time of the invoice.
 - c. External disbursements and sub-contracted services will be subject to a 10% handling fee.
 - d. Invoices will be issued upon completion of services.
 - e. For COD Clients, a password protected completed report and associated invoice will be submitted. Upon payment of the full amount, the password will be provided.
 - f. All monies payable by the Client to the Laboratory shall be paid within thirty (30) days of the date of the invoice, unless otherwise agreed. Monies not paid within that period shall attract interest from the date of the invoice until payment at a rate of 3% per month, plus debt collection fees where applicable.
 - g. The Client shall notify the Laboratory within ten (10) days of receipt of any invoice of any dispute with the invoice and the parties will promptly meet to resolve the dispute. Unless such a notification is received by the Laboratory, the Client agrees the invoice will be deemed valid and payment is due under the terms of this Condition.
 - h. Where this Agreement has been entered into or authorized by an Agent (or person purporting to act as an Agent) on behalf of the Client, the Agent and the Client shall be jointly and severally liable for payment of all accounts due to the Laboratory under this Agreement.
 - i. VAT will be charged at the applicable rate.
 - j. Should the Client fail to meet its payment obligations and not remedy this default within 15 days of notification by the Laboratory, the Laboratory has the right to terminate the Contract and place the Client on COD terms, whilst applying interest as noted in (f) above.

4. **LIMIT OF LIABILITY**
 - a. The Laboratory's total liability to the Client arising from the work covered by the proposal/quotation, is limited to twice the fees paid to the Laboratory, excluding any disbursements.
 - b. The Laboratory shall not be liable for any damages or consequential costs caused by incomplete or inaccurate information provided by the Client. The Laboratory shall not under any condition be liable to the Client in respect to any indirect, consequential or special losses incurred directly or indirectly by the Client arising from this Agreement (including but not limited to loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other Agreement), unless such losses arise from negligence or willful misconduct of the Laboratory or any of its employees, directors or sub-contractors.
 - c. The Laboratory will be deemed discharged from all liability in respect of the services, whether under the law of contract, tort, delict or otherwise, on the expiration of one (1) year from the completion of the Services, the date of invoice in respect of the final amount claimed by the Laboratory pursuant to Clause 3 above, or the termination of this Agreement, whichever is earliest. The Client shall not be entitled to commence any action or claim whatsoever against the Laboratory or any employee, agent or sub-contractor of the Laboratory in respect of the Services after that date.
 - d. The Client shall not under any condition be liable to the Laboratory in respect to any indirect, consequential or special losses incurred directly or indirectly by the Laboratory arising from this agreement (including but not limited

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to loss of profit, loss of business opportunity and payment of liquidated sums or damages under any other agreement), unless such losses arise from negligence or willful misconduct of the Client or any of its employees, officers or directors.

- e. The Client shall indemnify the Laboratory against all claims by third parties which arise out of or in connection with the rendition of the services save to the extent that such claims do not in the aggregate exceed the limit of compensation in clause 4a

5. COPYRIGHT AND OWNERSHIP OF WORK PRODUCT

- a. Each party shall retain copyright in the work it produced prior to signature of the contract.
- b. The Laboratory maintains copyright of all documents prepared by it, including the proposal/quotation. The Client is entitled to use these documents and to copy them only for the Project in respect of which they were prepared and for the purpose for which they were intended. In particular, the Client may not use the Laboratory's proposal as a whole or in part for soliciting opposing bids.
- c. The Client obtains ownership of data and factual information collected by the Laboratory upon payment of all the fees and disbursements payable by the Client to the Laboratory.
- d. In the event that the Laboratory agrees that copyright in the documents shall be ceded to the Client, then the Laboratory shall not be liable in any way for the use of any information or documents other than as originally intended and the Client indemnifies the Laboratory against any claim which may be made against the Laboratory by any party arising from the use of such information or documents for other purposes.
- e. If the Client is in breach of any obligation to make a payment to the Laboratory, the Laboratory may revoke the use of the work product and the client shall return to the Laboratory all originals and copies of the work product provided under the Services within three (3) working days after having been requested in writing to do so.

6. CONFIDENTIALITY

- a. Neither the Client nor the Laboratory shall disclose to third parties or use for any purpose (other than providing or benefiting from the Services) any information provided by the other unless required by law or as a result of a court order to do or the information is already available to the public, or the other consents to the disclosure.

7. TERMINATION

- a. Either party may terminate its obligations under this Agreement in the event of a substantial breach by the other party of its obligations and the breach has not been remedied within 10 working days of a written notice requiring the breach to be remedied.

8. SUB-CONTRACTING

- a. If the Laboratory considers it appropriate to do so, it may, with the Client's prior written approval, engage another Laboratory/Contractor to assist the laboratory in provision of the Services. The Laboratory will be fully responsible to the Client for the Services and work done by all of its sub-contractors, unless the Client specifies which facilities should be used.

9. MISCELLANEOUS

- a. If, after the date of this Agreement, the cost or duration of the services is altered as a result of changes in, or additions to, any statute, regulation or by-law, or in the requirements of any authority having jurisdiction, over any matter in respect of the project, then the agreed remuneration and time for completion shall be adjusted in order to reflect the impact of those changes.
- b. This Agreement shall be subject to the laws of the Republic of South Africa. The parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the Republic of South Africa.
- c. This Agreement is the entire Agreement between the parties for the provision of the Services in the attached proposal/quotation and supersedes all other agreements, representations, correspondence and discussions in connection with the Services.
- d. Nothing in this Agreement, nor in the performance of the Services, shall be construed as creating a relationship of agency, partnership, or other relationship other than that of Client and Laboratory between the parties.
- e. NOTE: BioToxLab identified 'internal audits' and "external SANAS audits' as areas where a client's information may potentially be placed in the public sector. Acceptance of this document serves as notification and acceptance of this fact.

END OF DOCUMENT

Digital signatures: