



QF 7.1-7 GENERAL TERMS AND CONDITIONS

Regulating the contractual ones relationships between Laboratory for the Analysis of Environmental Components (LAKOS) - independent unit in the structure on " **ECO-CONSULT-ENGINEERING " Ltd.**, registered by corporate case 3539/1998 according to the inventory of the District Court - Burgas, with VAT 102222771, with headquarters in the city of Burgas and address of management in "Slaveykov" complex, bl. 126, entrance A, floor 3, office 9, called below for brevity " **LABORATORY "** and the users on the services offered from the laboratory - physically, legally persons, state or municipal bodies, agencies, structures or departments, called below for brevity " **CLIENT "**, accepted from the guide of "ECO-CONSULT-ENGINEERING "Ltd of 01.08.2019.

With these general conditions everything arrange the contractual ones relations between **THE LABORATORY and the CLIENT** in connection with the offered from the LABORATORY services by sampling and testing/measuring of different products for testing by features included in the scope on offered from the laboratory services .

1. The laboratory and its staff are not engaged in any activities that may conflict with their independence of judgment and their impartiality in their testing and sampling activities.
2. The laboratory undertakes to protect the production and trade secret of the information received from the customers for the performance of the test or the taking of samples and to store the documents of the performed activities. When the laboratory is required by law to disclose confidential information, it is obligated to notify the client of the disclosed information. The laboratory undertakes to maintain the confidentiality of information received from sources other than the client.
3. The laboratory undertakes to carry out the testing and sampling activities itself. If the laboratory intends to subcontract part of its activities, it is obliged to inform the client about its intention beforehand.
4. Complaints and objections are sent in writing to the address of the laboratory within 3 (three) working days after receiving the documents on which the client objects. All registered complaints or objections are considered within 7 (seven) days after the date of their registration.
5. Each of the parties, as Administrator of personal data, can process received from opposite side Personal data (name, social security number, data for contact - address, telephone, e-mail, data for workplace, position, with which everything identify (the legal representatives, the persons for contact and those involved in implementation on the agreed) at strictly compliance on the requirements on applicable legislation only for the goals on conclusion and performance on the current one contract / request , as well as to protect its legal interests in the event of its non-fulfilment
 - a. Each of the parties, in its capacity as a provider of personal data, guarantees that the personal data it provides for processing has been received and processed by it in accordance with the Regulation (EU) 2016/679 of European parliament and of The council regarding the protection on the physical ones persons in connection with processing on personal data and about the free movement on such data (the "Regulation") and applicable law and that it has the right to provide them to the other party.
 - b. Each of the parties, in its capacity as an administrator/processor of the data received from the other party, will process these personal data, in accordance with the requirements of Art. 28 of the Regulation, as well as the current Bulgarian legislation. Specifically, the receiving party obliges:
 - to process the provided personal data only in connection with the performance of the agreed activities, for the purposes arising from them and within the period that is necessary according to the agreement, unless it is obliged to carry out the processing by virtue of the law applicable to it or in defense of its legitimate interest.



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- not to disclose or provide Personal Data to third parties, except in the presence of a legal obligation to do so.
- c. The party processing personal data is responsible for and undertakes to indemnify the Provider for all costs, liability and claims of whatever nature incurred by it and arising out of or in connection with any breach, negligent act, error or omission of the party processing personal data received in fulfillment of the contract, its staff or subcontractors, related to or resulting from the requirements for the protection of personal data and their security.
- 6. The client declares that he is familiar with the scope of accreditation of the laboratory, publicly available on the website of the company and of the Executive Agency IA "BSA". Unless otherwise stated in writing, the customer agrees to "LAKOS" choice of testing and sampling methods for performing the assigned activity. If the client has a requirement for the laboratory to select testing or sampling methods, he should inform the laboratory in writing at the specified correspondence addresses (e-mail, fax or in writing to the office). If the customer chooses a method that is not suitable for the specific sample, the laboratory undertakes to inform him in writing to the specified address for correspondence.
- 7. These general conditions have the effect of a legally binding agreement between the client and the laboratory and are valid for 4 years.
- 8. By signing, the customer unconditionally agrees to the provisions of these general terms and conditions.

Client:
/name of the legal entity/

Representative:
.....
/name, surname, signature/

Head of LAKOS :.....
/name, surname, signature/

Date:.....

Date:.....