

## Terms and conditions of sale

### Article 1 : Scope of application

Unless a written derogation is accepted by TTS PT (Proficiency Testing), all TTS PT services are subject to the present terms and conditions, which prevail over any other contractual clause. Any request implies the customer's acceptance of these terms and conditions. The conditions of any contract, which may take various forms (accepted quotation, contracts, etc.), complete the present document.

### Article 2 : Packages and prices

Proficiency test programs are subject to approval by the participant. The participant's/customer's acceptance of the terms and conditions of sale implies his/her validation of the PT program.

Any discounts and rebates may be granted on the basis of specific agreements arranged directly with the participant.

### Article 3 : Payment of invoices

Unless differently agreed, invoices are payable in cash, by bank transaction or by cheque on receipt of the invoice/quotation. TTS PT reserves the right to refuse the assignment of a contract or to start a contract under conditions derogating from its terms and conditions, in particular in case of the customer's insolvency, a previous payment incident or an abnormal request.

The lodging of a complaint does not release the customer from his payment obligations.

### Article 4 : Participation request

On receipt of a customer's request for participation, a quotation is prepared and sent to the customer. It is subject to acceptance by the customer. This acceptance implies validation of the present terms and conditions of sale.

Requests are valid only once we receive a written confirmation from the the customer (in electronic format) and following the payment of the quote/invoice sent by TTS PT.

Only requests made on the TTS PT application form, properly completed, sealed and signed by the customer, are valid.

The customer is hereby informed that shipment of the sample by TTS PT will be at the customer's charge, including customs clearance costs if necessary.

### Article 5 : Cancellation of participation

An order can only be cancelled after receiving written confirmation by email from TTS PT.

It is possible to cancel participation in a proficiency testing campaign up to one week before samples are dispatched. After this date, the dispatch procedure has already been started,

which automatically generates costs, so TTS will issue an invoice even if the participant/customer does not wish TTS PT to dispatch the samples.

#### **Article 6 : Damage of the PT sample**

In case of damage caused by transportation, another sample will be sent, if available and if this does not affect the validity of the results. Otherwise, an arrangement will be made with the participant.

#### **Article 7 : Deadlines**

The delivery dates for TTS PT's services (Samples dispatching, reports delivery) are given for information only and are in accordance with the planning of the PT program. They start to run as soon as TTS PT accepts the customer participation.

TTS PT remains responsible for any delays due to transportation and may give the participant/customer additional time to submit his results.

Acceptance of participation by TTS PT is only effective when all the elements required for this service, and which are the responsibility of the customer, are provided by the client.

#### **Article 8 : Subcontracting**

Unless otherwise stipulated, TTS PT may delegate part of the services of the proficiency testing program to a subcontractor. In this case, TTS PT will inform participants in advance in writing of the services that are or may be subcontracted.

TTS PT remains liable to customers for all work performed by the subcontractor.

#### **Article 9 : Confidentiality**

TTS PT is responsible for managing and preserving the confidentiality of the identity and all information obtained or generated during a proficiency testing program.

TTS PT will indicate to the customer in advance what information it intends to make public.

In cases, where TTS PT is required by law, or authorized by contractual provisions, to disclose confidential information, the customer concerned must be informed of the information provided, unless prohibited by law.

Furthermore, the customer must acknowledge that the use of reports prepared by TTS PT must be limited to the facts and statements contained in those cases, and that any partial reproduction or disclosure of the information contained in those reports is prohibited, except with the written consent of TTS PT.

#### **Article 10 : Handling of claims and appeals**

Any claim or appeal must be dealt with as quickly as possible by TTS PT in accordance with the below procedure.

For any claim or request, please contact us by email at the address mentioned below : [sch@ttesting.org](mailto:sch@ttesting.org) .

