



## GENERAL OPERATING CONDITIONS OF THE NATIONAL LABORATORY OF HEALTH, ENVIRONMENT AND FOOD

General operating conditions of the National Laboratory of Health, Environment and Food (NLZOH) are published on the website of NLZOH ([www.nlzoh.si](http://www.nlzoh.si)).

### DEFINITION OF TERMS

**NLZOH:** Instead of the full name National Laboratory of Health, Environment and Food, hereinafter the shortened name NLZOH is used.

**CUSTOMER** is every legal or natural person that conducts legal transaction with NLZOH.

**LEGAL TRANSACTION** is every single or repeated bilateral legal transaction, the subject of which are, against payment, agreed service prices and other conditions defined in the price list or in the contract.

**PRICE LIST** is every list of services, including reference to prices or offer prepared by NLZOH for services required by the customer.

**CONTROL AUTHORITY** is an independent, professional and otherwise independent entity that fulfils normative requirements and criteria for type C control authority for technical field of waste control according to the standard SIST EN ISO/IEC 17020:2012.

### CONCLUSION OF THE LEGAL TRANSACTION

Contracting parties conclude legal transaction when customer delivers signed order to NLZOH or concludes a contract with NLZOH, the subject of which are services provided by NLZOH within their activities.

Legal transaction also arises when customer pays for the services provided by NLZOH in advance in cash or in some other way.

### GENERAL OPERATING CONDITIONS

Provisions of the general operating conditions of NLZOH are integral part of every legal transaction conducted by the customer and NLZOH insofar as NLZOH, when conducting legal transaction, refers to them, and customer confirms that it is acquainted with them and accepts them as integral part of the legal transaction and if contracting parties do not agree differently in the actual case.

Customer can unilaterally withdraw from the legal transaction in case that NLZOH does not fulfil the agreed obligations or is unconscientious, irresponsible, and unprofessional in implementation, and does not comply with the agreed deadlines.

NLZOH can unilaterally withdraw from the legal transaction in case that the customer does not fulfil the agreed obligations or is late, and does not comply with the agreed payment deadlines.

Before NLZOH or customer exercise the withdrawal right, the party must first notify the other party in legal transaction on the non-fulfilment of the agreed

obligations. If the obligations are not fulfilled in the additional period, NLZOH or customer can withdraw from the legal transaction without notice period.

Customer or NLZOH can without fault-based grounds on the side of other party in the legal transaction, withdraw from the legal transaction, but the party is obliged to inform the counterparty of its intention at least three months prior withdrawal, and fulfil all obligations for the counterparty that arise until the withdrawal from the legal transaction.

In case that one party withdraws from the legal transaction, the resignation must be submitted in writing with the registered mail. The representative of the contracting party must sign the termination.

NLZOH is entitled to the withdrawal from the concluded legal transaction if, during the start of the tests, turns out that their implementation is difficult or even impossible (e.g. if the customer did not state all the facts and characteristics of sample/samples, did not provide proper sampling site).

Reports produced by NLZOH and are subject to the concluded legal transaction are the property of the customer. NLZOH is not allowed to pass the reports to the third parties unless the customer provides a written consent.

Reports prepared by the NLZOH which are subject to a concluded legal transaction may not be reproduced without written permission of the NLZOH, except as complete copies. They may not be used for advertising purposes.

The data obtained by NLZOH within the conducted legal transaction, can be used for research purposes unless otherwise agreed in the individual legal transaction.

Research findings are the property of NLZOH and are designated business secret. They can be forwarded to third parties if this was agreed in the conducted legal transaction.

NLZOH does not guarantee that opinions and results will be recognised and accepted by the "third party".

### OBLIGATIONS OF NLZOH

With the conducted legal transaction, NLZOH undertakes the following:

- To implement the ordered service for the customer within the agreed time period and in accordance with the conducted legal transaction in these General operating conditions, insofar as the customer regularly fulfils its obligations agreed in



the conducted legal transaction and these General operating conditions;

- To notify the customers on potential changes in the offer of services;
- To protect personal data of the customer;
- All information obtained or created during performance of laboratory activities and during performance of inspection is considered protected and confidential unless otherwise agreed with the party. In the event that NLZOH is authorised by law or contract to publish confidential data of the contracting party, the latter will be informed on the provided information unless prohibited by law.
- NLZOH will store all obtained pictorial material (photographs, sketches, schemes of sampling points) in a laboratory information system with limited access. It will use them only for the agreed purpose, in reports owned by the client. The same principles of information protection as set out in the above indents apply. After the expiration of the retention period defined in the NLZOH Classification Plan or in a written agreement with the client, NLZOH will destroy the obtained pictorial material and reports.
- Do everything in its power to provide continuous quality of its services;
- Laboratory activities will be carried out impartially not allowing to be compromised by commercial, financial, and other pressures;
- For its services, the control authority will ensure impartiality, independence, unambiguous and professional validity of the provided conformity evaluations; separation of the obligation for control services from all other activities is ensured, as well as integrity of the control authority operation;
- To implement tests/testing methods within the agreed time period, but considering deadlines determined by the individual standards of testing methods for implementation;
- To implement legal transaction within the shortened time periods, if necessary, whereby:
  - Charging 30% higher price for priority field service;
  - Charging basic price + 30% for priority chemical testing (performance during working hours), or charging basic price + 40% (performance outside working hours);
- Storing samples after issuing the report to the customer until the expiry of the deadline for complaints to the maximum stability time (if this time is shorter than 8 days), or until the deadline agreed with the customer and written in the contract/offer/pro forma invoice;
- NLZOH will not store samples for microbiological testing of food, water and other environmental samples since testing cannot be repeated;
- Samples for medical microbiological examinations are stored by the laboratory until issuing the report;
- Returning samples to the customer at its expenses after issuing the report if agreed with the customer;
- Notifying the customer in the event of inadequate state of the service subject or testing;
- Warning the customer timely on possible obstacle in implementing the work;

Regular forwarding of the agreed reports in electronic form in regard to the implementation of the services that are subject to legal transaction to the agreed e-mail addresses of the customer;

- In the event of inconsistent results, notifying the customer immediately after receiving the results, via email to the address of the contact person designated by the customer, if agreed;
- Services in the scope of the accredited activity will be implemented in accordance with standards of individual methods and standard SIST EN ISO/IEC 17025:2017, except in the case of exceptions that will be properly marked in the report. The entire scope of accreditation is available at the website of NLZOH (flexible scope; <http://www.nlzoh.si/>) or on the website Slovenian Accreditation (appendix LP 014, <http://www.slo-akreditacija.si/>),
- Upon the customer's request or in case it is required by the regulations in the field and purpose of testing, contractor will report on the measured values also outside the accredited area.

In the case of the measured values above the upper limit of the accredited area, the contractor will report on actual measured values in the sample. This kind of results are outside of the accreditation scope.

Values lower than the limit of quantification (LOQ) will be reported in the following way upon the customer's request or in the case that regulations in the field of and purpose require that:

The measured value between the limit of quantification (LOQ) and the limit of detection (LOD) will be reported as numeric value, and in case that the estimated value is lower than the limit of detection (LOD), the result will be reported in the »<LOD« way

or

estimated value below the limit of detection (LOD) will be reported in the »<LOD« way.

Results reported in this way are outside the accreditation scope and are stated in the report on testing in the column "Values below LOQ".

- Provide a declaration of conformity with the specification or standard in the framework of a non-accredited activity, on a separate report, except in specific cases, if so agreed with the customer in writing. In this case, the agreement is to include a definition of the specification and the decision-making rules. The customer agrees that the laboratory is to use the specification and decision-making rules in the conformity assessment, if they are specified in the legislation.

## **OBLIGATIONS OF THE CUSTOMER**

With the conducted legal transaction customer undertakes the following:

- To actively cooperate with the contractor in planning and implementing of the agreed services;
- Provide, upon the request of the contractor and within the agreed time period, all the data, documents, documentation, and possible samples that are required for timely quality and efficient implementation of the agreed services;

- Provide the contractor with the required data in timely manner on persons authorised by the customer for cooperation in implementation of the services, and persons who will be the recipients of the reports on testing;
- To ensure and enable representatives of the contractor smooth entrance into its business premises and potential other places and areas to the extent needed for implementation of obligations assumed with this legal transaction (preliminary agreement or announcement with the customer's responsible persons)
- When performing sampling, it will allow NLZOH representatives to take photographs or provide them with diagrams or sketches of sampling points, in accordance with the agreement.
- To inform contractor in writing on locations and size of new plants during validity of the legal transaction;
- To manage and ensure the state of the service subject (collection site or sufficient quantity and state of the sampling and testing product) in accordance with regulations and standards applicable to purpose of sampling and testing;
- For potential new economic operators/plants that would be merged or joined with the customer during validity of the legal transaction, the provisions of the concluded legal transaction apply;
- If an economic operator/plant withdraws from the company of the customer during validity of legal transaction, provisions of the conducted legal transaction are not changed for the remaining operators/plant;
- Reports of the contractor in the role of subcontractor are annexed in the unchanged form to the reports of the customer as an integral part of its report on testing, unless customer and contractor agree otherwise, and contractor confirms that with written document or agreement;
- In the event that customer collects and deliver samples in the contractor's laboratory on its own, it should take into account transport of samples in accordance with the subject regulations and standards and instructions for conservation and transport that are attached to the concluded legal transaction;
- After the performed testing or in the case of unsuccessful implementation of testing due to the inadequate sample state, it will take the remaining sample and cover the expenses incurred by the contractor due to the removal of sample in accordance with the regulations in the area of waste management;
- To protect the data on the content of legal transaction with NLZOH as secrecy;
- To consider instructions and recommendations of NLZOH in implementation of NLZOH's services;
- To deliver samples in adequate quantity for implementation of the agreed scope of services;
- To deliver samples for medical microbiological testing in proper, undamaged packaging in such form and under such transport conditions to ensure maximum stability of microorganism components or survival of the target microorganisms;
- To deliver samples for microbiological testing of water, food, and other environmental samples in such form and under such transport conditions to prevent changing of characteristics of the sample (that could otherwise influence the result);
- To inform NLZOH or forward all important information on sample/samples that could affect security and health of the employees, as well as implementation of tests, e.g. potential contamination and content of dangerous and toxic substances, etc.;
- To inform NLZOH or forward all important information on special/required conditions on storing sample/samples;
- To pay the costs of removal of sample/samples if it is established during the implementation of services that the sample is a special waste or dangerous substance.

#### **TERMS OF PAYMENT**

Prices of NLZOH's services are defined in the offer/pro forma invoice/contract or were agreed/written at conclusion of the legal transaction.

All prices are without VAT. The customer pays VAT.

The payment deadline and proper insurance for good implementation of the services are agreed at conclusion of the legal transaction.

#### **DEMAND LETTER AND LATE PAYMENT INTEREST**

In the event of delay in payment of NLZOH's invoice, customer is charged late payment interests. After the maturity of invoice, NLZOH sends customer written demand letter. If the invoice is still not paid, NLZOH submits a proposal for enforcement.

#### **COMPLAINTS**

Customer may submit written complaint to the provided service that is a subject of the conducted legal transaction in 8 days after reception of the report.

Customer may submit written complaint to the issued invoice for the performed service that is a subject of the conducted legal transaction in 8 days after reception of the invoice.

In 8 days AFTER receipt of the complaint, NLZOH is obliged to establish eligibility thereof in cooperation with the customer.

If NLZOH does not respond to the complaint in the period defined in the previous paragraph, the complaint is deemed to be justified.

If the customer does not complain about the scope or quality of the performed services in accordance with the provisions of the first and second paragraph of this chapter, invoice is deemed to be fully acknowledged. In the event of unjustified complaint by the customer, the costs of additional examinations are borne by the customer.

#### **CHANGES OF GENERAL OPERATING CONDITIONS**

NLZOH may change general operating conditions. Change of general operating conditions is valid from its publication on the website of NLZOH.



## TERMINATION OF THE LEGAL TRANSACTION

Legal transaction is terminated in one of the following ways:

- By completing or executing single legal transaction;
- By expiry of the contract between the customer and NLZOH;
- By written termination of the contract;
- By agreement of the contracting parties;
- In case the customer continues with violations of these general operating conditions after receipt of demand letter prior enforcement.

National Laboratory of Health, Environment and Food

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Date: 20.5.2021

