



## **GENERAL TERMS AND CONDITIONS OF BUSINESS OF THE NATIONAL LABORATORY OF HEALTH, ENVIRONMENT AND FOOD**

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

### **DEFINITIONS**

For the purposes hereof, the full name National Laboratory of Health, Environment and Food shall be replaced by the abbreviated name NLZOH.

CLIENT means any legal entity or natural person that enters into a legal transaction with the NLZOH.

LEGAL TRANSACTION means any single or multiple bilateral legal transaction, the subject matter of which consists of services rendered against payment at prices determined in the price list or agreed on in a contract, together with other agreed terms and conditions.

PRICE LIST means any list of services stating prices, or an offer prepared by the NLZOH for the services requested by the Client, specifying the services and their prices.

CONTROL BODY means an autonomous entity that is professionally and otherwise independent and that, in the technical field of waste control, fulfils the normative requirements and criteria for a Type C inspection body in accordance with the SIST EN ISO/IEC 17020:2012 standard.

### **CONCLUSION OF A LEGAL TRANSACTION**

The Contracting Parties shall conclude a legal transaction when the Client submits a signed order to the NLZOH or enters into a contract with the NLZOH, the subject matter of which comprises services performed by the NLZOH within the scope of its activities.

A legal transaction shall also be deemed concluded where the Client pays in advance, in cash or otherwise, for services offered by the NLZOH.

### **GENERAL TERMS AND CONDITIONS OF BUSINESS**

The provisions of these General Terms and Conditions of Business of the NLZOH shall form an integral part of any Legal Transaction concluded by and between the Client and the NLZOH, provided that the NLZOH refers to them at the time of conclusion of the Legal Transaction and the Client confirms that it has been acquainted with them and agrees to them as an integral part of the Legal Transaction, unless the Contracting Parties agree otherwise in the specific case.

The Client may unilaterally withdraw from the Legal Transaction if the NLZOH fails to fulfil its agreed obligations, or if it performs them negligently, irresponsibly or unprofessionally, or fails to comply with the agreed deadlines.

The NLZOH may unilaterally withdraw from the Legal Transaction if the Client fails to fulfil its agreed obligations or is in default and does not comply with the agreed payment deadlines.

Prior to exercising the right of withdrawal, either the Client or the NLZOH shall notify the counter-Contracting Party in the Legal Transaction of its failure to fulfil the agreed obligations.

If the obligations are not fulfilled within the additional time limit granted, either the Client or the NLZOH may withdraw from the Legal Transaction with immediate effect, without a notice period.

Either the Client or the NLZOH may withdraw from the Legal Transaction without fault on the part of the counter-Contracting Party; however, the withdrawing Contracting Party shall be obliged to notify the counter-Contracting Party of its intention no less than three (3) months prior to withdrawal and shall fulfil all the obligations arising up to the effective date of the withdrawal from the Legal Transaction.

If the obligations are not fulfilled within the additional time limit granted, either the Client or the NLZOH may withdraw from the Legal Transaction with immediate effect, without a notice period.

Either the Client or the NLZOH may withdraw from the Legal Transaction without fault on the part of the counter-Contracting Party; however, the withdrawing Contracting Party shall be obliged to notify the counter-Contracting Party of its intention no less than three (3) months prior to withdrawal and shall fulfil all the obligations arising up to the effective date of the withdrawal from the Legal Transaction.

In the event of withdrawal from the Legal Transaction by either Contracting Party, the notice of withdrawal shall be submitted by the withdrawing Contracting Party in writing by registered post. The notice of withdrawal shall be signed by the authorised representative of the withdrawing Contracting Party.

The NLZOH shall be entitled to withdraw from the concluded Legal Transaction if, during the commencement of testing, it becomes evident that the performance of such testing is impeded or even impossible (for example, if the Client has failed to disclose all relevant facts and characteristics of the sample(s) or has not ensured an appropriate sampling location).

Reports prepared by the NLZOH and forming the subject matter of the Legal Transaction shall be the property of the Client and shall not be disclosed by the NLZOH to third parties unless the Client provides prior written consent for the same.



Reports prepared by the NLZOH and forming the subject matter of the Legal Transaction may not be reproduced without the prior written consent of the NLZOH, except where reproduced in full. Such reports shall not be used for advertising or promotional purposes.

Data obtained by the NLZOH in the course of performing the Legal Transaction may be used by the NLZOH for research purposes, unless otherwise agreed in the individual Legal Transaction.

The research results shall be the property of the NLZOH and shall be classified as a trade secret. They may only be disclosed to third parties if so agreed in the concluded Legal Transaction.

The NLZOH does not guarantee that opinions and results will be recognised or accepted by third parties.

### **OBLIGATIONS OF THE NLZOH**

By concluding the Legal Transaction, the NLZOH undertakes to:

- perform the ordered service for the Client within the agreed deadline, in accordance with the concluded Legal Transaction and these General Terms and Conditions of Business, provided that the Client duly fulfils its obligations agreed under the Legal Transaction and these General Terms and Conditions of Business, as well as inform Clients of any changes to the service offer;
- automatically transmit analysis results to the competent authorities where required by applicable legislation;
- protect the Client's personal data;
- treat all information obtained or created during laboratory and control activities as protected and confidential, unless otherwise agreed with the Client;
- If the NLZOH is legally or contractually authorised to publish the Client's confidential information, it shall notify the Client of any disclosure of confidential information unless prohibited by law;
- The NLZOH shall store all acquired pictorial material (photographs, sketches and sampling location schematics) in a restricted-access laboratory information system. It shall only use them 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, the NLZOH shall destroy the obtained pictorial material and reports.

- take all measures reasonably within its power to ensure the continuous quality of its services;
- perform laboratory activities impartially and free from commercial, financial or other pressures;
- ensure the impartiality, independence, clarity and professional justification of conformity assessments performed by the Control Body;

- ensure the separation of obligations relating to control services from all other activities and the preservation of the operational integrity of the Control Body;

- perform tests/test methods within the agreed deadlines, taking into account the deadlines prescribed by applicable testing standards;

- perform the Legal Transaction within shortened deadlines when required, subject to surcharges as follows:

- +30% for priority field services;
- +30% (within NLZOH working hours) or +40% (outside NLZOH working hours) for priority chemical testing;

- retain samples after the issuance of the report to the Client until the expiry of the complaint period, or until the maximum stability period (if such period is shorter than eight (8) days), or until the period agreed with the Client and specified in the contract/quotation/pro form invoice;

- not retain samples for the microbiological testing of food, water and other environmental samples, as such tests cannot be repeated;

- retain samples for medical microbiological tests until the issuance of the test result;

- return samples to the Client, at the Client's expense, after the issuance of the report, when this has been expressly agreed with the Client;

- notify the Client if the subject matter of the service or testing is in an unsuitable or non-compliant condition;

- warn the Client in due time about any potential obstacles to the performance of the works;

- regularly transmit agreed reports relating to the performance of services forming the subject matter of the Legal Transaction, in electronic form, to the Client's agreed electronic addresses;

- in the event of non-compliant test results, immediately notify the Client upon receipt of such results, by e-mail sent to the contact person designated by the Client, where so agreed;

- perform services within the scope of accredited activities in accordance with the standards applicable to the individual test methods and with the SIST EN ISO/IEC 17025:2017 standard, except in the case of exceptions, which shall be clearly indicated in the relevant report. The full scope of accreditation is available on the NLZOH website (flexible scope; <http://www.nlzoh.si/>) and on the website of Slovenian Accreditation (Annex LP-014; <http://www.slo-akreditacija.si/>);

- upon the Client's request, or when required by regulations governing the field and purpose of testing, also report measured values outside the accredited range.

If the measured values exceed the upper limit of the accredited range, report the values actually measured in the sample, noting that such results fall outside the scope of accreditation.



If the measured values are below the limit of quantification (LOQ), the NLZOH shall report the results as follows, upon the Client's request or where required by applicable regulations:

- measured values between the LOQ and the limit of detection (LOD) shall be reported numerically; where the estimated value is below the LOD, the result shall be reported as "<LOD",

or

- estimated values below the LOD shall be reported as "<LOD".

Such reported results shall be deemed outside the scope of accreditation and shall be indicated in the test report in the column "Values below LOQ".

- issue statements of conformity with a specification or standard within the scope of non-accredited activities, by way of a separate report, except in exceptional cases when expressly agreed otherwise in writing with the Client. In this case, the agreement is to include a definition of the specification and the decision-making rules. The Client agrees that the laboratory will use the specification and decision-making rules in the conformity assessment when they are specified in the legislation.

#### **OBLIGATIONS OF THE CLIENT**

By concluding the Legal Transaction, the Client undertakes to:

- actively cooperate with the NLZOH in the planning and performance of the agreed services;
- provide, upon each request by the NLZOH and within the agreed time limits, all data, records, documentation and, where applicable, samples necessary for the timely, high-quality and efficient performance of the agreed services;
- promptly provide the NLZOH with the necessary details of persons authorised by it to participate in the performance of services and of persons designated to receive test reports;
- upon request, enable and ensure unrestricted access for representatives of the NLZOH to its business premises and any other premises or areas, insofar as this is necessary for the fulfilment of obligations assumed under the Legal Transaction (subject to prior arrangement or notification of the Client's responsible persons).

When performing sampling, it shall allow NLZOH representatives to take photographs or shall provide them with diagrams or sketches of sampling locations, in accordance with the agreement;

- concurrently notify the NLZOH in writing during the term of the Legal Transaction of the locations and sizes of new facilities;

- arrange and ensure that the condition of the subject matter of the service (the sampling point and a sufficient quantity and condition of samples) complies with the regulations and standards applicable to the purpose of sampling and testing;

- ensure that any new economic entities/facilities integrated/merged into the Client during the term of the Legal Transaction shall be subject to the provisions of the concluded Legal Transaction;

- ensure that if an economic entity/facility leaves the Client during the term of the Legal Transaction, the provisions of the concluded Legal Transaction shall remain unchanged for the remaining entities/facilities;

- attach NLZOH reports, where the NLZOH acts as a subcontractor, unchanged, in full and as an integral part of the Client's own test reports, unless otherwise agreed in writing by the Client and the NLZOH and confirmed by the NLZOH in a written document or agreement;

- when the Client performs sampling independently and delivers samples to the NLZOH laboratory, comply with all applicable regulations, standards and the instructions for sample preservation and transport attached to the Legal Transaction;

- collect the remaining sample after testing, or bear the costs incurred by the NLZOH for the disposal of the sample after testing or if testing cannot be performed due to unsuitable sample condition, in accordance with the waste-management regulations;

- protect the secrecy of information on the content of the Legal Transaction with the NLZOH;

- comply with NLZOH instructions and recommendations in the performance of NLZOH services;

- deliver samples in quantities that are sufficient for the performance of the agreed scope of services;

- deliver samples for medical microbiological testing in suitable, intact packaging and with a form and transport conditions that ensure the maximum stability of the microbial components and survival of target microorganisms;

- deliver samples for the microbiological testing of water, food and other environmental samples in such form and under conditions preventing the alteration or adulteration of sample characteristics, which could otherwise affect the test results;

- inform the NLZOH about or provide all relevant information regarding sample(s) that may affect employee health and safety or test performance, including potential contamination and hazardous or toxic substances;

- inform the NLZOH about or provide all relevant information regarding any special or required storage conditions for the sample(s);

- bear the costs of disposal of sample(s) if, during service performance, the samples are identified as special waste or hazardous substances.

#### **PAYMENT TERMS**

Prices for NLZOH services shall be specified in the quotation/pro forma invoice/contract, or as agreed/recorded at the time of conclusion of the Legal Transaction.

All prices are exclusive of value-added tax (VAT). VAT shall be borne by the Client.

The payment deadline and any required performance bond shall be agreed upon at the time of conclusion of the Legal Transaction.



### **REMINDERS AND DEFAULT INTEREST**

In the event of late payment, the NLZOH shall charge the Client statutory default interest. After the due date of the invoice, the NLZOH shall send the Client a written reminder and if the invoice remains unpaid even thereafter, the NLZOH may initiate enforcement proceedings.

### **COMPLAINTS AND APPEALS**

The Client may submit a written complaint regarding the rendered service forming the subject matter of the Legal Transaction no later than eight (8) days after the receipt of the report. The Client may submit a written complaint regarding the invoice issued for the rendered service forming the subject matter of the Legal Transaction no later than eight (8) days after the receipt of the report.

The NLZOH shall be obliged, within eight (8) days of receipt of the complaint, to assess together with the Client whether the complaint is justified.

If the NLZOH fails to respond to the complaint within the period specified in the previous paragraph, the complaint shall be deemed justified.

If the Client fails to submit a complaint regarding the scope or quality of services rendered in accordance with the provisions of the first and second paragraphs

of this Chapter, the invoice shall be deemed accepted in full.

In the event of an unjustified complaint, the Client shall bear the costs of any additional testing.

### **AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS OF BUSINESS**

The NLZOH reserves the right to amend these General Terms and Conditions of Business.

Any amendment to the General Terms and Conditions of Business shall take effect upon publication on the NLZOH website.

### **TERMINATION OF THE LEGAL TRANSACTION**

The Legal Transaction shall terminate in any of the following cases:

- upon the completion or execution of a one-off Legal Transaction;
- upon the expiry of the contract between the Client and the NLZOH;
- upon the written termination of the contract;
- by mutual agreement of the Contracting Parties;
- if the Client continues to breach these General Terms and Conditions of Business even after receipt of a reminder prior to the initiation of enforcement proceedings.

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Date: 4 December 2025 08:56