

General terms of sale and services

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Article 1 – Purpose and application

The General Terms and Conditions of Sale and Provision of Services (hereinafter “the General Terms and Conditions”) shall apply in their entirety to all offers and contracts for the provision of services between the Laboratoire national de santé (hereinafter “the LNS”) and its Clients from the time of first contact. These General Conditions are applicable in the Grand Duchy of Luxembourg or abroad regardless of the place of delivery or service for the entire duration of the contractual relationship between the LNS and the Client. Where applicable, they are supplemented by special conditions which shall prevail in the event of any conflict with these terms and conditions. By signing or executing any document referring to these terms and conditions, the Client is deemed to have accepted them and no derogation shall be allowed without the express prior agreement of the LNS. Any condition contrary to these General Terms and Conditions set forth unilaterally by the Client in its general terms and conditions of purchase or in any other document shall be unenforceable against the LNS, regardless of when it may have been brought to its attention.

The Client has approached the LNS to entrust it with the performance of one or more services.

All offers made by the LNS are provided without obligation and for information purposes only.

Offers shall only be binding on the LNS after express acceptance by the Client either by the signing of an order confirmation, purchase order or contract or by the commencement of services by the LNS.

Any confirmation of order or return of an order form by the Client to the LNS is formally binding on the Client, as is the commencement of services by the LNS from the moment the Client becomes aware of them and does not contest them within two (2) hours of the commencement of performance.

The Client has a right of withdrawal of fourteen (14) calendar days without having to justify its decision, after signing the order form. The right of withdrawal must be exercised by registered letter with acknowledgement of receipt addressed to LNS at the following address Laboratoire national de santé, Service Finance, 1 rue Louis Rech, L-3555 Dudelange.

In the event of cancellation or revocation of the order more than fourteen (14) days after the signature of the order form or after the commencement of the service or if the Client fails to comply with any of its obligations, the LNS's loss shall be assessed at an amount that may not be less than thirty percent (30%) of the total amount due according to the offer.

Article 2 – Client commitments

In order to allow the LNS to perform the service, the Client undertakes to transmit all documents, information, and samples necessary for the performance of the services. The Client shall provide all necessary assistance to the LNS to enable the effective performance of the services.

Article 3 – Characteristics and progress of the service

The LNS undertakes to perform the service(s) entrusted by the Client in the conditions defined and accepted by the Parties in the order confirmation / order form or a specific contract.

Article 4 – LNS commitment

The LNS undertakes to be responsible for the professional quality, technical accuracy, completeness, and coordination of the service. Accordingly, the LNS represents and warrants to the Company that:

- a. The LNS has, and shall continue to have throughout the term of these Terms and Conditions, all necessary authority to provide the service.
- b. The LNS has sufficient facilities, personnel and experience in quantity and quality to perform the service in an adequate and timely manner.
- c. The LNS shall perform the Service in a competent, professional and diligent manner and in strict compliance with all applicable laws, regulations, good clinical practices, good clinical laboratory practices, institutional requirements and other professional standards.
- d. The LNS undertakes to ensure that its personnel assigned to perform the service are qualified and properly trained.

Article 5 – Financial terms

Prices in offers, order confirmations, and other contractual documents issued by the LNS are exclusive of VAT and other Luxembourgish or foreign duties, except where expressly referred to.

The prices in the quotation issued by the LNS are based on the current cost of the services to be performed at the date of issue of the quotation. The offer transmitted by the LNS to the Client shall remain valid for a maximum period of thirty (30) days from the date of its communication by the LNS to the Client, unless otherwise stipulated in the offer.

The Client must accept the offer within the aforementioned period either by returning an order confirmation to the LNS, by sending a purchase order, by signing a specific contract with the LNS, or by paying a deposit, failing which the offer shall lapse. The Client's acceptance without objection of the commencement of services by the LNS shall also constitute acceptance of the offer.

Invoices are expressed in euros and are payable within thirty (30) days from the date of the invoice.

Any delay in payment shall automatically and without prior notice entail the payment of interest on arrears at the legal interest rate in force, calculated on the amounts in arrears, in accordance with the law of 18 April 2004 on payment periods and interest on arrears transposing Directive 2000/35/EC of 29 June 2000, on a daily basis from the due date (between traders, thirty (30) days after the date of receipt by the Client of the invoice; with a consumer, from the expiry of the third (3rd) month following the provision of the services) until actual receipt of payment.

In the event of non-payment of the invoice on the due date, the LNS reserves the right to claim, by way of fixed compensation, an additional amount equal to 10% of the outstanding balance without prejudice to the interest on arrears provided for above.

Any collection costs incurred by the LNS shall be borne by the Client.

Any refusal to pay for any reason whatsoever shall be notified to the LNS in writing within eight (8) days of receipt of the invoice. Invoices that are not contested within this period shall be considered definitively accepted.

In the event of non-payment of an invoice on its due date, the LNS shall also be entitled, without prior notice, to suspend all services until the outstanding invoices have been settled by the Client.

All payments shall be applied in priority to interest, lump-sum compensation, and any legal fees, and then to the oldest invoices.

In the event of a change in service, in addition to the total amount of the invoice, the LNS reserves the right to invoice the Client for any additional services incurred by the LNS in relation to the services initially agreed between the Client and the LNS in order to meet the Client's new request. In the event of non-payment of the invoice on the due date, the LNS reserves the right to claim, by way of fixed compensation, an additional amount equal to 10% of the outstanding balance without prejudice to the interest on arrears provided for above.

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In the event of suspension of the service by the LNS for any reason whatsoever, the amounts of the service already incurred shall remain payable by the Client.

In the event of termination of the service at the Client's initiative and without default by the LNS, the full amount of the invoice shall be due by the Client.

Article 6 – Liability and force majeure

In principle, the LNS shall not be liable for the services provided.

If the LNS is unable to perform the services, the LNS reserves the right to subcontract the planned services after informing the Client. The Client shall not be entitled to claim compensation in excess of the price fixed and accepted by the Parties.

The LNS shall not be held liable and no reimbursement shall be due if the performance of the Contract is delayed or prevented by the occurrence of an event of force majeure.

Article 7 – Data protection

The Client undertakes to comply with the data protection regulations in accordance with Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free flow of such data (hereinafter "GDPR") and the applicable Luxembourgish legislation (hereinafter together the "Data Protection Legislation"). In this respect, the Client undertakes to:

- Inform data subjects of the purpose of the processing, the transmission of their personal data to the LNS, their rights, and how long the data will be kept.
- Have a data protection officer.
- To keep a register of personal data processing.
- To cooperate with the LNS in the event of the exercise of rights by the data subjects.
- To inform the LNS in case of a personal data breach.

For the purposes of providing the services, the LNS, as a subcontractor of the data controller or data processor, shall process the data strictly necessary and undertakes to comply with all the provisions of GDPR and Data Protection Legislation. It will, where appropriate, act under the instructions of the controller. The obligations to be complied with by the LNS include the obligations of fair, lawful, and transparent processing, purpose limitation, data minimisation, accuracy, retention limitation, integrity, confidentiality, accountability, and any other obligations under the Data Protection Legislation.

For the purposes of providing services, the LNS may transfer personal data to subcontractors. The list of LNS subcontractors is available upon request to the DPO (dpo@lms.etat.lu).

The data will be kept for the duration of the services and/or the time required by the LNS to meet its legal obligations.

Data is collected for the following purposes:

- To enable the provision of services.
- To ensure the follow-up of the services provided.
- To enable invoicing.
- Permettre la facturation ;
- To develop professional relationships.
- To guarantee the recovery of unpaid invoices.
- To manage any disputes.

In particular, the LNS undertakes to inform data subjects of the personal data processing for which it is responsible and to provide them with an e-mail address for exercising their rights (dpo@lms.etat.lu).

For more information on our personal data management, please consult our Personal Data Protection Policy: <https://lms.lu/donnees-personnelles/>.

Article 8 – Intellectual property

All intellectual property rights owned by the LNS at the time of performance of the Service(s) shall be and remain the sole and exclusive property of the LNS.

Nothing in these General Terms and Conditions or in any other contractual document entered into with the Client shall be deemed to imply a transfer or assignment of any intellectual property right of LNS. Accordingly, no title or ownership interest in any goods, equipment or related materials (including, but not limited to, reports, drawings, data sheets, books, machines, models, improvements thereto) used, developed or made available by the LNS in the course of providing the Services shall pass to the Client. The LNS reserves the right to produce publications and/or reports and/or statistics based on the results of the services provided.

Article 9 – Confidentiality and impartiality

The Parties undertake not to disclose, directly or indirectly, any information, documents and reports considered confidential of which they may have become aware or acquired in the context of the relations established by this agreement, except with the express prior written agreement of the Parties, and this for a period of ten (10) years after the expiry of this agreement.

The LNS shall be responsible for the management of all information obtained or generated in the course of the services

The LNS undertakes to inform the Client in advance of the information it intends to make public. With the exception of information made public by the Client, or as agreed between the LNS and the Client (e.g., for the purpose of responding to claims), all other information is considered proprietary and shall be treated as confidential.

Where the LNS is required by the law, or authorised by contractual provisions, to disclose confidential information, the Client or the person concerned shall be notified of the information provided, unless prohibited by law.

Information about the Client obtained from sources other than the Client itself (e.g., complainant, regulatory authorities) shall be kept confidential between the Client and the LNS. The LNS shall conserve the confidentiality of the provider (source) of such information and its identity shall not be disclosed to the Client, unless the source agrees.

Personnel, including all committee members, contractors, staff of outside agencies or persons acting on behalf of the LNS, shall maintain the confidentiality of all information obtained or generated during the activities of the LNS, except as required by law.

The LNS undertakes to act impartially towards the Client. In the event of a conflict of interest with the Client, the LNS reserves the right to decline to perform the Service without liability.

Article 10 – Non-solicitation

During the term of these General Terms and Conditions, and after a period of twelve (12) months following the term or expiration of these General Terms and Conditions or of the service, the Client shall refrain, without the prior written consent of the LNS, from making direct offers of employment to LNS employees who have participated in the performance of the service, under any status whatsoever, even if the request is made by the employee.

In the event that the Client fails to comply with this undertaking, it undertakes to compensate the LNS for six (6) months of the gross salary of the employee concerned.

Article 11 – Modification of the general conditions

The LNS reserves the right to modify these General Conditions at any time. The modified General Terms and Conditions shall be deemed accepted by the Client provided that they have been communicated to the Client by the LNS, and in the absence of any objection by the Client within fifteen (15) days of such communication.

Article 12 – Invalidity of a provision

If one or more provisions of these General Terms and Conditions should be declared null and void for any reason whatsoever, this circumstance shall not affect the rest of these General Terms and Conditions which shall remain applicable.

Article 13 – Applicable law and competent jurisdictions

The present General Conditions are subject to Luxembourg law and all disputes relating to them shall be submitted, in the absence of an amicable agreement which the Parties undertake to seek in advance, to the District Court of and in Luxembourg.