

Terms and Conditions

• Sample Submission

- 1) The condition of the sample will be inspected upon receipt for any breakages, tears, holes, spills, or any other factors that may compromise the integrity of the sample(s).
- 2) If the integrity of the sample is deemed as compromised the client will be informed and a new sample requested or if the client wishes to continue with analysis on the compromised sample, this communication must be in writing.
- 3) The client will be informed in writing if the sample has been submitted for a test panel that is not viable to the particular sample matrix, or cannot be offered at the specific time.
- 4) Default test method specifications will be selected and used based on the final intended use of the sample, if available. Alternative specifications may be employed through written communication or a contract and is at the sole discretion of the laboratory.
- 5) Samples will be stored for a maximum of 30 days (i.e. 1 month) after being committed for analysis. Sample received without a valid sample request form may be discarded at the laboratory's discretion.
- 6) Samples or test items are disposed and incinerated by an approved supplier and a record of destruction may be provided, upon client request.
- 7) Extended storage will only occur with a written request and will be subject to a storage fee.
- 8) The minimum sample amounts detailed for each test panel/method cannot be regarded as representative of an entire batch or crop. It is the responsibility of the client to ensure that a representative sample is taken and provided to the laboratory in an appropriate tamper proof sample container.
- 9) It is the sole responsibility of the client to ensure that the sample is transported to the laboratory.
- 10) The laboratory cannot be held liable for the negligent handling, storage, and transport of the clients' samples, prior to receipt.

• Sample Request Form

- 1) By signing the sample request form the client hereby gives instruction to NAFS to proceed with the analysis of the sample.
- 2) By signing the sample request form the client confirms that the details provided are correct, accurate and whole to the best of their knowledge. The laboratory will not be held liable if the information provided has been falsified or is incorrect in any way.
- 3) Alteration to the details provided on the sample request form must be done in writing prior to sample analysis being complete, at the discretion of the laboratory.
- 4) By signing the sample request form the client confirms that sample data may be used for anonymous statistical analysis and research purposes.
- 5) The client accepts that if required selective personal information (i.e. address, name) and sample quantities submitted to the laboratory may be provided to regulatory bodies (i.e. SAHPRA) as prescribed by permit T's and C's (e.g. Section 22A(9)(a)(i)).
- 6) By signing the sample request form the client agrees to NAFS T's and C's as contained in the currently published version of this document at the date of client's signature.
- 7) The T's and C's may be subject to change at the discretion of the laboratory without prior notice.

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• Turnaround Time (TAT)

- 1) TAT is initiated once a valid proof of payment is received by the laboratory before 2 PM. If a proof of payment is obtained after 2 PM the TAT will only be initiated the following business day.
- 2) The laboratory's standard TAT is 3 to 5 working days for routine test panels and is subject to change in accordance with sample load, instrument capacity and breakdowns.
- 3) A 7 day TAT is applicable for non-routine test panels and other labour-intensive test panels. Each test method-specific TAT is detailed on the website, and may be subject to change at the discretion of the laboratory.
- 4) The above TAT's are not applicable to any outsourced test panel and the specific TAT will be communicated to the client, on a case by case basis.
- 5) Requested retests are not subject to standard TAT's.
- 6) An expedited analysis is subject to a fee increase. It is at the discretion of the laboratory to determine if the requested test panel can be expedited. Expedited sample analysis is subject to sample load and instrument availability.
- 7) The client will be informed of delays that would affect the TAT, should the laboratory encounter any problems (instrument breakdowns/malfunction, chemical supply delays, etc.).

• Cancellation of Analysis

- 1) By signing the sample request form the client agrees that the laboratory may commence with the analysis as requested.
- 2) Instruction to cancel the analysis in its entirety or part thereof shall be made to the laboratory in writing.
- 3) The Client will be liable for any portion of the analysis that is in progress or that has already been completed prior to cancellation.
- 4) For new clients the analysis will be cancelled and samples disposed, without receipt of a valid proof of payment within 2 weeks.

• Result Reporting and Queries

- 1) Results/CoA's will not be discussed or provided to any person(s) other than the client(s) that submitted the sample(s) or previously detailed primary contact person on the system without written consent.
- 2) SLA clients can, additionally, receive their results/CoA's via an online cloud portal (if indicated as required).
- 3) The laboratory's copy of the CoA will be considered as the original, unaltered report in case any query regarding the validity of the report is brought to question.
- 4) The reported results and CoA may be applied only to the sample(s) received, and is not regarded as representative of the entire crop or batch.
- 5) It should be noted that the laboratory will only analyse the sample(s) as received.
- 6) The reported results and CoA is only applicable to the batch/lot number detailed on the document and not to any subsequent or previous batches/lot numbers.

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- 7) Queries with regards to results and CoA may be directed to info@nafs.co.za. Queries might be subject to a consultation fee, at the discretion of the laboratory.
- 8) NAFS employees are not allowed to assist and/or comment on any inquiry concerning the client's manufacturing process, calculations or medical advice. Consultation (that will be subject to a consultation fee) may be requested if assistance is required from an analytical laboratory concerning the client's requirements.
- 9) The CoA will only be regarded as official once the data has been reviewed, signed and provided to the primary contact. Any result(s) verbally conveyed to a client, will be regarded as an informal communication.
- 10) The laboratory does not accept liability for any damage or losses occurred on the clients behalf due to the results reported on the CoA. The laboratory accept no liability should the client misuse or alter the provided CoA in any way.
- 11) Any CoA/result shall not be reproduced except in full, without the written approval of NAFS.
- 12) The client will be informed if an error is detected in an official CoA after it has been issued to the client.
- 13) Specific information on a report may be amended if required by a client but is subject to the discretion of the laboratory. An amended report will be issued with certain amendment(s), a new date and no further alterations to the rest of the COA.

• Client Relations

- 1) A primary contact person is captured on the system and all communication will be sent to the primary contact. Alterations to the primary contact will only be made with written consent from primary contact.
- 2) The laboratory shall not be held liable should the information supplied by the customer be incorrect or falsified in any way.
- 3) The laboratory is willing to cooperate with the customer or their representatives in clarifying the customer's request and monitoring the laboratory's performance concerning the work performed, provided that the laboratory ensures the confidentiality of other customers.
- 4) The client's information, (including CoA's or results) will not be divulged to a third party without prior written permission of the customer unless the laboratory is legally obligated otherwise by official law enforcement (SAPS), regulatory bodies (SAHPRA) or by court order.
- 5) Consultation with regards to the product manufacturing or the laboratory results reported can be subject to a consultation fee. Any initial CoA result inquiries (limited to 15 min per sample submitted) will not be invoiced.
- 6) Any complaints may be directed toward the laboratory using info@nafs.co.za (QA005). Complaints might be subject to a consultation fee if an investigation details that the complaint does not include any laboratory errors.
- 7) If the client requests a retest for any reason and the results obtained for the retest are equivalent (within laboratory variation) to the initially reported results the client will be invoiced and liable for payment. Retests will only be performed on the laboratory retained sample, no new sample submission will be accepted for retests.

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• Payments

- 1) Results/CoA's will only be released if the invoice associated with analysis has been settled in full, unless arranged otherwise through a credit application.
- 2) The laboratory does not take responsibility for any bank charges associated with ATM or direct cash deposit payments. These bank levied fees will be invoiced to the client account.
- 3) NAFS will only accept a valid proof of payment obtained from your banking service provided. No photos, screenshots or other information will be regarded as a valid proof of payment. (NAFS employees do not have access to the back account. Checking whether deposits were made is not routinely possible).
- 4) NAFS will not be held liable for TAT delays if the incorrect reference was used for the payment.
- 5) NAFS will not be held liable for TAT delays in the event that a valid proof of payment was not received.
- 6) New client must settle 50% of their first invoice (once-off) before analysis shall begin.
- 7) For clients that do not currently have a valid service level agreement with NAFS, invoices greater than R5000.00 will require a 50% deposit before analysis shall begin.
- 8) Failure to settle an invoice or account will result in the disclosure of personal information to a debt collection agency at the discretion of the laboratory.
- 9) Credit may be applied for maximum of 30 days at a maximum amount agreed on by the laboratory.

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