



STATEMENT ON PROVISION OF SERVICES TO CUSTOMERS

On acceptance of a quotation for services, unless otherwise agreed (in an equivalent document or Service Level Agreement), the responsibilities set forth in this statement will apply.

Between:

Minerva Scientific Ltd (**the Laboratory**) and **the Customer**.

Introduction

Minerva Scientific Ltd is an analytical testing facility providing various technical services to companies operating worldwide. Services include technical advice and consultation on a wide range of food and feed science and technology issues, analytical enquiries, and a wide range of physical and chemical analyses.

This statement defines the responsibilities with respect to routine analyses performed for the Customer by the Laboratory (and any work sub-contracted by the Laboratory), to enable samples to be analysed as quickly as possible and results to be reported correctly within agreed timescales. All other issues/enquiries will be dealt with as they arise, and completion dates will be agreed between the Laboratory and the Customer. Unless agreed otherwise, it will be assumed that the reporting times quoted in this agreement are applicable to all routine analyses. It is our target to meet the turnaround times quoted in this agreement for >90% of samples analysed.

The Laboratory management team are obliged to operate in the most efficient manner for the benefit of all its Customers. Priorities are set by negotiation between the Customer and the Laboratory. It is the responsibility of the Laboratory Management Team to set priorities between competing Customers with due regard to the most efficient use of available resources and equipment.

Customer Responsibilities

It is the responsibility of the Customer to:

- Provide a documented request for analysis for each sample submission, clearly stating Customer identification, the required analysis (along with specific methodology if required), sample identification

with reference numbers (where applicable) and target completion dates if results are required urgently. If no target date is specified, it will be assumed that the samples are routine samples.

- Provide all testing information. Incomplete requests will result in the samples automatically having low priority. If it is necessary to contact a Customer to obtain additional information to complete the analytical request, the analysis will be delayed until the required information has been obtained.
- Give the Laboratory reasonable notice of abnormal types of analysis or abnormal increases or decreases in sample numbers. If this is not done, equipment, consumables or personnel resources may not be available to commence the work, and testing will only commence when enough resources become available.
- Supply the Laboratory with a list of specifications for samples submitted (where applicable).
- Supply the Laboratory with a list of key contacts for reporting out of specification results. It is the Customer's responsibility to keep this list up to date and notify the Laboratory of any amendments.
- Submit complaints concerning quality of service or any other matters, in writing, to the Quality Manager, and preferably within 7 days of the incident causing the concern or complaint.
- Submit sufficient sample for the analysis to be undertaken, as indicated by the Laboratory.
- Package and transport samples (or arrange transport of samples) to the Laboratory in a manner that will not adversely affect the condition/integrity of the samples. If temperature monitoring (or any other assessment) during transportation to the Laboratory is required, it is the Customer's responsibility to arrange this. Requests for the Laboratory to e.g. record a temperature reading on receipt, or provide data from a logger, must be pre-agreed in writing. The Laboratory takes no responsibility for the accuracy of the data/information if taken from a device/system outside of the Laboratory's control. Other than physical integrity and/or visible signs of spoilage, no other assessment of the condition of the sample(s) on receipt will be routinely made or recorded by the Laboratory, unless specifically requested/pre-arranged and agreed in writing.

Laboratory Responsibilities

It is the responsibility of the Laboratory to:

- Operate the analytical services in the most efficient manner for all Customers, complying with ISO17025 (where applicable), within our agreed budget, and respect agreed reporting times. If agreed reporting

times cannot be met due to staff absence, equipment failure, or other work having a higher priority, the Laboratory must inform the Customer as soon as possible after receipt of the sample and keep the Customer informed on the progress of their work and expected completion dates. The Laboratory will make every attempt to satisfy any reasonable request for an unusually rapid response.

- Contact the Customer if there are any queries concerning the samples received or tests required. The Laboratory shall assess the condition of the sample(s) on receipt with regards to physical integrity and/or visible signs of spoilage. No other assessment of the condition on receipt will be routinely made unless pre-arranged and agreed in writing. The Customer shall be contacted if the condition is deviant from satisfactory.
- Store the samples, following receipt at the Laboratory, in a manner that minimises deterioration, in accordance with the laboratories in-house procedures.
- Advise Customers and obtain their agreement in those instances in which samples are sent to an external laboratory for examination. Normally this is done when the Laboratory is not equipped to undertake those determinations. Where agreed that the Laboratory is to send the samples to an external laboratory for examination, the Laboratory is responsible for arranging this in accordance with in-house procedures. The Laboratory will be responsible for the selection and approval of any such sub-contractors, according to its own approval procedures.
- Provide a forum for technical review and feedback of work undertaken with Customer.
- Respond to written complaints in writing within 10 working days of notification of the complaint.
- Notify the Customer without delay of any significant deviations identified that directly impact the validity of reported results.
- Notify the Customer, without delay, of any suspension, withdrawal or lapse of ISO17025 accreditation that directly impacts the analyses provided.
- Retain test data, relating to the contract, for NLT 4 years.

Chemical Analyses

Chemical analyses are usually batched for optimum efficiency. It is unrealistic to expect a rapid response for most chemical analyses unless there is a specific reason for this. Routine analyses will normally be completed in a maximum of 10 – 15 working days.



Normal turnaround times do not apply over statutory holidays.

Reports will normally be issued within 2 working days of completion of the analysis or group of analyses. Certain analyses where multiple results must be collated or where there are complicated calculations to perform, may take longer than this. Customers will be notified if this is the case.

The Laboratory cannot guarantee the response times for samples sent to external laboratories.

The Laboratory cannot guarantee delivery times to external laboratories.

Out of specification or unexpected results will be notified as soon as practicable by the Laboratory to the Customer whose name appears on the analytical request documentation or agreed key contacts by telephone, or by e-mail. It is the Customer's responsibility to ensure that appropriate contacts have been alerted and e-mails diverted to an appropriate person in the case of absence.

The Customer should be aware that the measurement uncertainty can influence whether a result is within, or outside of, a given set limit or specification. Measurement Uncertainty is not included in the calculation of the final results (generated by the Laboratory), and the issued Certificate of Analysis will not routinely include statements of measurement uncertainty of test results (generated by the Laboratory). Measurement uncertainty values/calculations can be provided on request.

The Certificate of Analysis, provided by the Laboratory, will not routinely contain any expression of scientific opinion (with respect to the results generated by the Laboratory), unless otherwise agreed in writing, and any expression of scientific opinion (by the Laboratory) will be clearly indicated as unaccredited.

The Customer is responsible for the Certificate of Analysis once received, but in the event of any loss, the Laboratory can provide duplicate copies. The Certificate of Analysis must not be reproduced, except in full, without prior written authority from the Laboratory.

In performing the services covered by this agreement, the Laboratory shall exercise all reasonable care and due diligence but shall not be held responsible or liable in respect of the use of information supplied to the Customer. The Customer acknowledges and agrees that any evaluation, use, application and the consequences of such information are at the sole discretion of the Customer and the Customer shall be solely responsible for the same.

The current ISO/IEC 17025 accreditation status of the various activities performed by the Laboratory is detailed on the Schedule of Accreditation issued by UKAS to the Laboratory. The status can be verified at any time, via the UKAS website. The Laboratory is not an agent of UKAS. The Customer must not use the fact of the Laboratory's accreditation for its own benefit, whether by claiming to be the person holding the accreditation or otherwise.



Review

The statement shall be reviewed as a result of any significant changes in the scope or working arrangements. This statement will apply until such a time as the contract is terminated, the document is superseded or the agreement is no longer required/applicable.

Terms and Conditions

General terms and Conditions of the Laboratory apply.