General terms and conditions for testing and sampling services

October 2026

Recitals:
The present general terms and conditions apply to the sampling, on-site measurement and testing services that CTC has been asked to perform in our laboratories.

1 - General terms
Our services are subject to CTC's rules and terms and conditions of operation as described in our general terms and conditions of sale (available at: **www.ctcgroupe.com**) and the analysis reports.

The list of determinations set out in our catalogue is not exhaustive. Other tests may be carried out on request and will be the subject of an individual quote.

2 - Prices & lead times
Our prices can be viewed in our catalogue, which is available on request.

The "Services" include the services requested by the Customer as well as the feasibility studies that may on occasion be required for the proper performance of the service.

The terms and conditions for setting the cost of Services for which the price cannot be ascertained in advance or stated with accuracy, as well as the method for calculating the price so it can be verified, will be sent to all Customers or will be set down in a detailed quote, at the Customer's request.

The Services for which the price can be set in advance will be the subject of Financial Appendices attached to the offers sent to the Customer, detailing the method for calculating the prices adopted.

The prices may be increased for additional analysis services required after the results have been obtained.

The lead time for the completion of tests is subject to the nature of the test in question. In general, we offer a choice of three lead times: standard, express and immediate. For more information, please contact us at:
- Consumer Goods and PPE Testing:
serviceclientsproduit@ctcgroupe.com
- Environment Testing and Sampling:
serviceclientsenvironnement@ctcgroupe.com

The express and immediate lead times will generate an additional cost and are subject to the laboratory's validation of feasibility based on the technical load and constraints. These lead times may also give rise to our inability to provide accredited results.

3 - Acceptance of the request
The time for processing analysis requests received in the afternoon will be effective as from the next day.

Saturdays, Sundays and public holidays are not working days.

An incomplete analysis request (e.g. administrative information, type of materials, samples, classification) cannot be accepted until all the information and/or missing samples have been obtained.

In order to guarantee an accredited service, the samples received must satisfy a certain number of criteria (quantity, form, storage and transport conditions, etc.). Failure to comply with these elements may give rise to the issue of non-accredited results.

4 - Modification and cancellation of the order
Orders placed by the Customer are irrevocable upon receipt. Any change, including cancellation, may only be made with CTC's prior, express and written consent, which, under all circumstances, it remains at liberty to refuse. Any amendment to the order may give rise to an additional invoice.

In the event of cancellation and to remedy the loss incurred, CTC reserves the right to invoice 50% of the total price (excl. tax) of the Services by way of damages, except in the event of force majeure.

For collection or sampling services, any cancellation notified less than 24 hours before the scheduled date will result in a flat fee of €480, corresponding to the costs incurred for mobilizing CTC's teams and equipment.

Similarly, if the service cannot be performed due to the Client's inability to provide the sample or any other cause beyond CTC's control, this same flat fee will be applied to cover the costs incurred.

5 - Safety and right to withdraw
In accordance with section L4131-1 of the Employment Code, we have a right to withdraw in the event of safety concerns. When this is a relevant issue and for all situations that could be considered as generating risk, the Customer must inform CTC in advance and provide all the necessary information for performing the service in safety. Despite this, CTC reserves the right to refuse the request and to stop the service at any time. In this event, the Customer will be informed and the next steps mutually defined by the Customer and CTC.

6 - Reports and presentation of the results
Reports may be provided in English upon request. This service is free of charge if the request is made from the outset. If not, an additional cost will be charged.

7 - Re-emission of reports
In accordance with COFRAC rules, the re emission of test reports under accreditation may be requested by the Client and accepted by CTC only when a material, technical, or editorial error is attributable to CTC and has been duly verified. In all other cases, requests for the re emission of reports will be handled on a case-by-case basis. If the re emission is approved, it will not be covered by the accreditation mark. Any report reissued under these circumstances will replace the original report without affecting the validity of the results.

8 - Right of reprography
The report CTC sends the Customer as part of its assignment must not be replicated, in whole or in part, without CTC's authorisation. As all the documents CTC provides to the Customers are protected by copyright legislation, any distribution or reproduction, even partial, is subject to CTC's express agreement. If the Customer infringes this copyright, CTC will have the right to seek redress before the courts for the damage sustained.

9 - Accreditation and approvals
The certificates and general scopes of accreditation of the CTC Lyon laboratories are available on the COFRAC website: www.cofrac.fr.

The flexible scopes are available via the following link: comprehensive scopes

The Customer is strictly forbidden from using the COFRAC logo. A report may only be copied in its entirety.

CTC Lyon's laboratory for chemical analysis is accredited by the Ministry of Employment, Health and Social Cohesion in respect of a number of programmes and by the Ministry of Ecological Transition and Territorial Cohesion for multiple parameters in the assessment of fresh and waste water matrices.

10 - Confidentiality and impartiality
The Customer is informed that CTC is accredited.

CTC is bound by professional secrecy with regard to its testing and sampling activities. CTC therefore undertakes to refrain from transferring data and information relating to the Customer's business and its sample(s) without the Customer's prior consent.

CTC undertakes, in its own name and in the name and on behalf of its staff, subsidiaries, contractors, subcontractors and consultants, and more generally of all persons acting on behalf of the laboratory, to comply with professional secrecy and with the confidentiality requirements.

The Customer's right of ownership shall be protected.

However, disclosures imposed by CTC's statutory and regulatory obligations fall outside the scope of professional secrecy and the confidentiality obligation. In this event and as far as possible, the Customer shall be informed of the information provided, except when forbidden by law.

As part of internal audits and/or those conducted by the accreditation bodies, CTC may also be obliged to disclose information needed to assess CTC's competence and its compliance with regard to appropriate accreditation requirements.

Finally, CTC is not bound by professional secrecy with regard to the strict requirements of its own defence in any court.

If the Customer engages a consultancy firm in relation to CTC's confidentiality obligations, the Customer undertakes to inform CTC of its choice of agency and the details of its contact person.

11 - Protection of personal data
CTC undertakes that all the information it gathers, in particular relating to the Customer's use of CTC's services, enabling it to be identified, is considered to be confidential information.

CTC (4 rue Hermann Frenkel, 69367 Lyon cedex 07), the data controller for your requests, orders and invoices, will process the information gathered. Access to personal data will be strictly limited to the data processing personnel, who have authorisation to process it in the performance of their duties.

As it is necessary to gather Customer information for the supply of our services, its refusal to agree to the processing of its personal data would hinder performance of such services. Personal information will be kept for the legal retention period. CTC will not transfer data outside the European Union.

The Customer will be made aware if data is set to be transferred outside the EU and it will be informed of the guarantees put in place to secure such data.

CTC is prohibited to sell, lease, transfer or grant access to the data to third parties without the Customer's prior consent, unless it is forced to do so on legitimate grounds.

In accordance with European Data Protection Regulation EU 2016/679 (GDPR), by contacting CTC, the Customer may exercise its right to access the data concerning it as well as its right to rectify, erase, object, ask for limits to be imposed on such processing or to ask for the portability of its data.

12 - Sample archiving
After testing has been carried out, non-perishable samples will be kept for three months and then destroyed.

A written request may be made for them to be returned to the Customer, at its own cost. These requests must be sent to **serviceclientsproduit@ctcgroupe.com**.

13 - Invoicing and payment terms
A minimum charge of €100 (excl. tax) shall be applied to the customer account. For orders under €100, a flat-rate order processing fee of €35 will be added to the invoiced services.

At the Customer's request, it is possible reissue an invoice or a report. This service is invoiced at €50 (excl. tax).

If the Customer issues an order, it must bear the reference of the quote or of the service and reach us before completion of the service to be referenced on the invoice, failing which a reissue charge will be billed.

CTC will prepare an invoice and send it to the Customer in accordance with the offer. Unless special terms and conditions apply, payment will be made by bank transfer within 30 days from the date of the invoice.

CTC will not apply any discount in favour of the Customer if it pays for the service before the prescribed date of payment.

Any late payment will automatically give rise to compensation, without prior formal notice, of 15 % of the total price of the services invoiced (inclusive of tax), plus late payment interest equivalent to the most recent refinancing rate of the European Central Bank Centrale (REFI rate) plus ten points. The Customer will also be automatically liable to pay CTC fixed recovery costs of €40 as compensation.

Any late payment of an instalment shall, if CTC sees fit, result in a breach of the contractual term and the sums due will become immediately payable in full.

In addition to these penalties, if payment fails to be made on the agreed dates, CTC reserves the right to suspend or cancel the supply of its current services by recorded delivery letter.

CTC will retain title in the Deliverables and in all creations until effective payment has been made in full of the principal price and incidentals relating to such Deliverables. This retention of title shall not hinder the transfer of risk to the Customer as soon as the Deliverables have been supplied.

14 - Claims
Any customer may file a complaint with CTC.

A complaint may be sent by email to the usual CTC contact or to one of the following two email addresses:
Fashion, Accessories and PPE: **serviceclientsproduit@ctcgroupe.com**
Environment: **serviceclientsenvironnement@ctcgroupe.com**
The CTC teams will acknowledge receipt of the complaint within 2 working days. CTC undertakes to respond as soon as possible after receipt of the complaint.