

<div>TEST IT</div> <div>LAB</div>	RECORD		
	TERMS AND CONDITIONS		
	Compiler	Elsabe Botes	QM No. 5/R-08
	Reviewer	Lindsey Grobbelaar	Rev 01
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## 1. SCOPE

The document details the terms and conditions of service of Test It LAB.

## 2. REFERENCE DOCUMENTS

ISO/IEC 17025:2017 Clause 7.1

Magistrates Court Act 32 of 1944

QM No. 7.9 Complaints

QM No. 5/R-02 Range of laboratory activities

QM No. 5/R-06 Privacy policy

QM No. 7.1/R-01 Quotation

QM No. 7.1/R-02 Service level agreement

QM No. 7.2/TM-01 HPC

QM No. 7.2/TM-02 E. coli and coliforms

QM No. 7.4/R-01 Sample submission form

QM No. 7.8/R-02 Decision rule

## 3. RESPONSIBILITIES

This procedure applies to all personnel of Test It LAB, suppliers, subcontractors, outsourcing laboratories, customers or any persons acting on behalf of Test It LAB

## 4. DEFINITIONS AND ABBREVIATIONS

CoA Certificate of analysis / Report

Force Majeure An event that includes any act, event, non-happening, omission or accident beyond our reasonable control

Services see Range of laboratory activities as well as opinions, views, thoughts and consultation activities such as discussion of results

Test It LAB Drinking Water Quality Labs trading as TestIt Labs (Pty) Ltd

## 5. POLICY

Our website and business are operated by Test It LAB. The terms “we”, “us” and “our” refer to Test It LAB. Test It LAB offers our service, including our website, all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

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By visiting our site and/ or purchasing something from us, you engage in our “service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced above. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms and Conditions carefully before accessing or using our website or services. By accessing or using any part of the site or our services, you agree to be bound by these Terms and Conditions. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added to the current store and scope of services shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on our website. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check periodically for changes. Your continued use of our services or access to the website following the posting of any changes constitutes acceptance of those changes.

#### 5.1. Online store

Our online store is hosted on Wix.com. They provide us with the online e-commerce platform that allows us to sell our products and services to you.

By agreeing to these Terms and Conditions, you represent that you are at least 18 years old and that you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products and services for any illegal or unauthorized purpose nor may you violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms and Conditions will result in an immediate termination of your services.

#### 5.2. General conditions

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

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You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### 5.3. SANAS/ISO 17025:2017 conditions

Results apply only to the sample as received and the items tested.

The measurement uncertainty and test results relate only to the samples received and tested by the laboratory. The reported expanded uncertainty is based on a standard uncertainty multiplied by a coverage factor of  $k = 2$ , providing a level of confidence of approximately 95%.

The binary simple acceptance decision rule is applied as per QM No. 7.8/R-02.

The sampling date and transport temperature may affect the validity of results for microbial tests (QM No. 7.2/TM-01 and QM No. 7.2/TM-02).

The laboratory is responsible for all the information provided in our reports, except for information provided by the client such as sample names, sampling times, client details, field measurements and all other information relating to the actual sample. Where clients fail to supply relevant information relating to the sample e.g., sample time, the CoA shall be issued without such information.

No report shall be reproduced except in full with written approval from the laboratory.

We strive to have a turnaround time of 14 working days or less, provided that all invoices have been paid in full.

Samples shall be retained for 30 days from the date of reporting for possible queries where applicable.

Outsourced or subcontracted tests are indicated per method on reports will be agreed upon before work commences.

Tests that are included in the SANAS Schedule of Accreditation for this laboratory are indicated by \* on our reports.

Information provided by the client may include but is not limited to Sample Type, Sampler, Publication Specification, Date/Time Sampled.

Once received, samples become the responsibility of Test It LAB and are disposed of according to good laboratory practice and sound environmental principles.

Signing the Sample submission form (QM No. 7.4/R-01), Quotation (QM No. 7.1/R-01) or submitting a sample constitutes a binding contract implying the client (represented by the signatory) endeavors to make payment for services rendered.

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#### 5.4. Accuracy, completeness and timeliness of information

Test It LAB endeavors to perform accurate analyses, however, neither Test It LAB nor any of its officials shall be liable for damages arising from loss or injury caused directly or indirectly by or contributed to by, or arising from any inaccuracy of the analyses or the interpretation thereof.

We are not responsible if information made available on our website is not accurate, complete or current. The material on the site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the website is at your own risk.

The website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

#### 5.5. Modifications to the service and prices

Prices for our products and services are subject to change without notice.

We reserve the right at any time to modify or discontinue the service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the service.

#### 5.6. Products and services

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the service will be corrected.

Should we institute any legal action arising from any order, you shall be liable for all legal costs on a scale as between Attorney and client, including but not limited to interest, collection commission and tracing agent fees.

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You consent that we may institute action in the Magistrate's court in terms of the Magistrates Court Act 32 of 1944 irrespective of the amount due and owing.

#### 5.7. Billing accuracy and account information

We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### 5.8. Optional tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms and Conditions.

#### 5.9. Third-party links

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on our website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will

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not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### 5.10. User comments, feedback and other submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine at our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### 5.11. Personal information

Your submission of personal information via any channel is governed by our Privacy Policy (QM No. 5/R-06). Results and information may be disclosed during routine assessments and audits.

#### 5.12. Errors, inaccuracies and omissions

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Occasionally there may be information on our site or in the service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, turnaround times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the service or on any related website, should be taken to indicate that all information in the service or on any related website has been modified or updated.

#### 5.13. Prohibited uses

In addition to other prohibitions as set forth in the Terms and Conditions, you are prohibited from using the site or its content:

- (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the service or any related website for violating any of the prohibited uses.

#### 5.14. Disclaimer of warranties; limitation of liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

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You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Test It LAB, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

If a jurisdiction does not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### 5.15. Indemnification

You agree to indemnify, defend and hold harmless Test It LAB, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### 5.16. Severability

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms and Conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.



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#### 5.17. Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms and Conditions are effective unless and until terminated by either you or us. You may terminate these Terms and Conditions at any time by notifying us that you no longer wish to use our services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms and Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

#### 5.18. Force majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the agreement that is caused by events outside our reasonable control. This includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action; (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; (e) Impossibility of the use of public or private telecommunications networks; (f) The acts, decrees, legislation, regulations or restrictions of any government.

Our performance under the agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the agreement may be performed despite the Force Majeure Event.

#### 5.19. Entire agreement

The failure of us to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms and Conditions and any policies or operating rules posted by us on this site or in respect to the service constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and

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proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms and Conditions). Any ambiguities in the interpretation of these Terms and Conditions shall not be construed against the drafting party.

Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of the agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

We may (in some instances) enter into a party-specific Service Level Agreement (QM No. 7.1/R-02) with a customer. In such instances the Terms and Conditions shall be seen as to describe how a service should be used, and all related legal requirements and stipulations, as well as remedies for violations; whereas the Service Level Agreement details what level of service will be provided to customers, and remedies for when that level of service cannot be provided.

#### 5.20. Governing law and domicilium citandi et executandi

These Terms and Conditions and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of The Republic of South Africa. Our domicilium citandi et executandi is Test It LAB, Kwaggafontein road, Kwaggafontein, Bloemfontein, 9301.

#### 5.21. Changes

You can review the most current version of the Terms and Conditions at any time on our website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms and Conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

#### 5.22. Contact information and complaints

Questions about the Terms and Conditions should be sent to us at [admin@testit-labs.co.za](mailto:admin@testit-labs.co.za).

All complaints are handled according to our Complaint procedure as per QM No. 7.9.

## 6. RECORDS

All records are kept as per QM No. 8.4/R-01

## 7. AMENDMENT RECORD

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Proposed by	Section	Change
Rev 01: EB	Header	Updated to new layout including Compiler, Reviewer and Approver
Rev 01: EB	5	Domicilium citandi et executandi updated
Rev 01: EB	7	Amendment record added
