ООО «ДЖИ-ЛАБ»
65003, Украина, г. Одесса
ул. Черноморского Казачества, 66/2

LLA «G-LAB»
65003, Ukraine, Odessa
66/2 Chernomorskogo Kazachestva Street

GENERAL CONDITIONS OF SERVICE

1. General terms and Conditions

1.1 If other specifically is not agreed in writing or except where they are at variance with (i) the regulations governing services provided on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between the LLA "G-LAB" (hereinafter the "Company") and Customer of laboratory services (hereinafter the «Client») shall be governed by these general conditions of service (hereinafter the "Services").
1.2. The Company may provide services for persons or entities (private, public or governmental) issuing instructions.
1.3. No other party is entitled to give any instructions, particularly regarding the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"), unless the Company receives prior written instructions to the contrary from Client. Hereby Client irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Services of the Company

2.1. To order the services, the Client must transfer to the Company, the order on the Companys application, together with properly taken biological material. By presenting an order the Client accepts these General Conditions.
2.2. In order to receive materials and information required to order the Services, you must contact the Companys administrator.
2.3. Orders can be transferred electronically or in paper form.
2.4. Instructions for taking biological material can be downloaded from the Companys website. For further clarifications about the instruction, please contact the Company administrator.
2.5. For obtaining tubes, transportation tubes and other analytical devices, please contact the administrator of the Company by e-mail. Since, the Company organizes the supply of consumables to the Client at the agreed time, but not later than within 5 working days. If the Customer does not receive the consumable material within the specified period, please contact the administrator, and the Company immediately organizes the resending of the consumables.
2.6. The Company supplies the consumable material specified in the previous paragraph free of charge provided that the Customer undertakes to use it only for the order of the Services from the Company. The Company may refuse to send consumables to the Customer if the quantity of consumables ordered is unreasonably large, taking into account previous or planned volumes of ordering the Services.
2.7. The Company may require the conclusion of a separate agreement, if in addition to the usual devices for taking tests, expensive medical equipment or other necessary equipment will be delivered.

3. Prices for the provision of services

3.1. The rates which are not agreed between the Company and the Client at the time of placing the order or signing the contract are established in accordance with the Companys standard rates (which may vary).
3.2. The Customer perform payment of the entire amount due to the Company not later than 5 days from the date of issue of the corresponding account or during the period established by the Company in the account (the «Payment term»), unless another payment period is provided for by the account. In instances of non-fulfillment of this obligation, the Customer is liable to pay a fine in the amount of

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1.5% of the unpaid amount per month (or in other amount stipulated in the account or the Agreement) for the period from the expiration date of the Payment Date to the date of actual receipt of payment (inclusive).
3.3. The Client has no right to withhold or postpone the payment of any amounts due to the Company in connection with any dispute, counterclaim or other claim that it may have towards the Company.
3.4. The Company has the right to file a case for recovery of any unpaid amounts in a court of the relevant jurisdiction.
3.5. The Customer refunds to the Company all costs of receiving payment, including attorneys fees and all related costs.
3.6. In case of unforeseen problems or expenses related to the provision of services, the Company makes every effort to inform the Customer about this and has the right to recover additional funds to cover unforeseen expenses and to compensate for additional work time spent on rendering services.

4. Provision of services and notification of results

4.1. The Company confirms that it has the permits, licenses and registrations necessary to provide all the Services offered, and that all other conditions resulting from legal acts have been met.
4.2. The Company confirms that it applies the necessary measures to ensure the quality of the Services provided.
4.3. The Company may, when providing the Services, turn to the assistance of other persons rendering similar services, responding to the Client for the actions of other persons rendering services, as well as for their actions.
4.4. The Company fulfills all the data protection obligations that arise from legal acts and enters into confidentiality agreements with its employees, contractors, as well as with other persons who may have access to personal data transmitted by the Client.
4.5. The Service is considered received and unconditionally accepted if the Customer does not file a corresponding claim to the Administrator of the Company within 5 (five) business days after providing access to the Results, using e-mail (office@g-lab.com.ua).
4.6. The Company has the right to conduct research, including for scientific purposes, biological material received from the Client, if the biological material has remained after the provision of the Service, provided that the biological material does not concern a person whose identity can be uniquely determined or already defined, and not The requirements for the processing of personal data are violated.
4.7. Reports and certificates provided by the Company reflect only their results at the moment and time of their operation.
4.8. The results contained in reports or certificates issued after testing and / or analysis of samples refer only to these samples and, subject to the foregoing, do not express any opinion as to the overall quality of the goods from which samples were taken. If an evaluation is required on the overall quality of the shipment consignment selected, a specific agreement with the Company is required in advance for this purpose, and such an assessment is limited to the sampling and testing methods used.

5. Responsibility

5.1. The Company is responsible for the non-compliance of the Services with the agreed terms, as well as for the damage caused to the Client, if the Company, intentionally or through gross negligence, has violated its obligations.

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5.2. The Company can compensate for its violation and provide the Service anew, without reimbursing it for a second time, if the Company has sufficient amount of biological material transferred by the Client. The Company shall notify the Client of the re-provision of the Service.

5.3 For non-compliance with the agreed terms for conducting one laboratory analysis, the Company shall compensate for damage in the amount not exceeding 100% of the contractual cost of such analysis. If the Client has been damaged, in part for reasons depending on the Client, the amount of compensation for damage is reduced to the extent that such circumstances contributed to the damage.

5.4. Limitation of liability:

5.4.1. The Company is neither an insurer nor a guarantor, and does not assume responsibility for loss or damage incurred by the Client, provided that the Company fulfills its obligations in good quality. A client who wishes to hedge against loss and damage should arrange appropriate insurance.

5.4.2. The reports are issued on the basis of information, documents and / or samples provided by or on behalf of the Customer and solely in the interests of the Client, who himself makes decisions on the actions to be taken based on such Report. Neither the Company, nor its officials, employees, agents or subcontractors shall be liable to the Customer or third parties for any actions taken or not taken on the basis of the Reports, as well as for incorrect conclusions made on the basis of unclear, erroneous, incomplete, unreliable or misleading information submitted to the Company.

5.4.3. The Company is not liable for delays in provisioning, as well as full or partial failure to provide services caused by causes beyond the control of the Company, including the Client's failure to fulfill its obligations in accordance with these terms and conditions.
5.4.4. The Company assumes no responsibility for any indirect or consequential damages, including, but not limited to, lost profits, loss of business, loss of business, loss of business reputation and product recall costs. The Company is also not liable for any loss, damage or expense arising from third party claims (including, but not limited to, claims to product quality) that Customer may incur.

5.4.5. In case of any claims, the Customer is obliged to provide written notification to the Company within 10 (ten) days after the discovery of the facts causing the appearance of the claim, and in any case the Company shall be released from liability for claims for losses, damages or incurred expenses, if the claim is not Was filed within a year after:
- the dates of the provision of services by the Company that caused the claim;
- the date to which the services were to be provided, in the event of failure to provide services.

6. Miscellaneous
6.1. If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
6.2. During the course of performancing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
6.3. Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

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6.4. No modification or amendment of any of the clauses of these General Terms and Conditions will have effect unless made in writing and signed by a person(s) duly authorized by the Company for this purpose.

6.5. Suspension or termination of services:
The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

6.5.1. Failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client;

6.5.2. Any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

7. Communication and Languages

7.1. Communications between the Client and the Company shall be deemed to be properly given only when sent by post, courier, hand delivery or email to the other party's company email address, to the exclusion of all other communication means. Any communication sent via an instant messaging application shall have to be confirmed by email to be considered as effectively made.

7.2. These General Terms and Conditions have been drawn up in English and Russian and are also available on the web site www.g-lab.com.ua. In the event of inconsistency, the Russian text shall prevail.