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TITLE: FoodFacts Terms and Conditions		

GENERAL

Services from FoodFacts (PTY) LTD are provided subject to the following Terms and Conditions. FoodFacts (PTY) LTD does not have any Subsidiaries. FoodFacts (PTY) LTD reserves the right to change these Terms and Conditions at any reasonable time. Any changes are effective immediately upon approval of the document.

By placing an order with FoodFacts, the customer and their representatives warrants that it is legally capable of entering into a binding contract, and that its representative is duly authorised to place orders on behalf of the individual/company.

FoodFacts reserves the right to refuse a sample(s) that are damaged or not acceptable to regulations for analysis and will duly notify the customer in writing of any such decisions

Test repertoire that the laboratory offers, refer to attached LQMS-FF_FT-05_02 – Range of Laboratory Activities.

Complete test reports may/may not contain tests with different lead times. In this regard, the set timeline for which FoodFacts issues all complete test reports is within 10 working days from the start of testing. Out-sourced results will follow the lead time of the laboratory in use. FoodFacts however does endeavour to issue complete test reports (COAs) at this set turn around time.

FoodFacts endeavours to retain all food product samples for a period of 7 days after the test report is issued due to space constraints. Water samples will be discarded 24 hours after testing commences. Swabs samples will be disposed of immediately.

FoodFacts endeavours to retain all records established by the laboratory for a minimum of 10 years.

The Customer undertakes:

- To deliver routine samples between 8:00am and 3:30pm from Monday to Thursday and 8:00am and 2:00pm on Fridays with a fully completed sample submission form.
- To sample their own test items and deliver them to the laboratory in a temperature-controlled container that contains 3 icepacks, so as to prevent deterioration.
- At all times to comply with the terms of this Agreement.
- Not to use its report in a misleading manner or to use it in such a manner as to bring FoodFacts into disrepute.


If a sample contains traces of chemicals or other materials that are prohibited, FoodFacts reserves the right to report the customer to a regulatory body or organisation, responsible for monitoring these substances, if so required. The customer will be notified in writing of such disclosures.

Samples are analysed on a “First Come, First Serve” basis. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be communicated with the customer in the form of a formal quotation. The customer must inform FoodFacts of any hazards relating to the samples submitted for analysis. The customer will be held liable/responsible for any injury or illness that results from handling of the materials that are not clearly labelled as being of a hazardous nature.

Quotations and price lists are valid for the period under review, and are stated out of scope for VAT. Prices shall be agreed upon between the parties. Payment in advance or credit facilities will be put in place as per the approved Account Application form. FoodFacts reserves the right to not release results if payment terms are not adhered to.

If FoodFacts is required to collect or deliver on the customers behalf, applicable and appropriate courier costs may be charged. This will be communicated to the customer before delivery and collection in the form of a Formal Quotation.

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Should a sample yield a presumptive positive result, and should further confirmation tests be required, a new quote will be issued to the customer for approval.

Should any legal actions arise from any order, the customer will be liable for the legal costs. The customer consents that FoodFacts may institute action in the Magistrates court in terms of the Magistrates Court Act 32 of 1944 irrespective of the amount due/owing.

The parties agree that their domicile for the purpose of legal proceedings and for the purpose of giving and sending notice provided for or necessary in terms of this agreement shall be the address provided by the parties in the Account Application.

FoodFacts will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations that is caused by events outside reasonable control i.e., a Force Majeure Event that includes any act, event, non-happening, omission, or accident beyond the labs reasonable control and includes in particular (without limitation) the following:

- Strikes, lockouts or other industrial action
- Pandemics or global disaster events
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- Impossibility of the use of public or private telecommunications networks
- The acts, decrees, legislation, regulations, or restrictions of any government

In the event of FoodFacts not enforcing immediately the due and full compliance with all or any of the terms and conditions or neglecting to do so, or in the event of extension being granted by us for the due observance of any the terms and conditions, such failure, neglect or indulgence shall in no way be construed as binding upon us and shall in no way be taken to be a waiver on the part of our rights in terms of this agreement.

No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

FoodFacts 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.

IMPARTIALITY


FoodFacts is an independent registered entity. It is not a subsidiary of any other organization, nor does it have any subsidiaries. This will ensure independence and impartiality of all its activities from a structural point of view.

FoodFacts is responsible for the impartiality of its laboratory activities and will not allow commercial, financial, political, or other pressures to compromise impartiality.

All new customers subject to risk evaluation to identify any conflict relationship with employees. Record of impartiality declaration for new customers as per the Review of Requests, Tenders and Contracts procedure (LQMS-FF_PR-7.1). Should a risk to impartiality exist, a risk assessment will be conducted as per the risk and opportunities procedure (LQMS-FF_PR-8.5).

All new suppliers subject to risk evaluation to identify any conflict relationship with employees and recorded on the supplier evaluation and re-evaluation record (LQMS-FF_FT-6.6_03). Should a risk to impartiality exist, a risk assessment will be conducted as per the risk and opportunities procedure (LQMS-FF_PR-8.5).

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CONFIDENTIALITY

FoodFacts and its employees agree to maintain as confidential and not to use or disclose, any information derived from the Customer, without the written consent of the Customer.

As part of the ISO/IEC 17025 and SANAS requirements, FoodFacts participates in regulator external SANAS assessments and Internal audits. These external service providers might view confidential information but are bound to confidentiality agreements established by FoodFacts. By signing this agreement, the customer accepts these conditions.

When FoodFacts is required by law or authorised by contractual arrangements to release confidential information, the client or individual concerned will, unless prohibited by law, be notified of the information provided in writing.

FoodFacts ensures the protection of its customers’ confidential information and proprietary rights by: • Requiring all laboratory staff to sign relevant Confidentiality agreements (LQMS-FF_FT-4.2_01). Any committee members, contractors, personnel of external bodies, or individuals acting on the laboratory’s behalf, to sign relevant Confidentiality agreement (LQMS-FF_FT-4.2_02) or acknowledge the confidentiality agreement by signing the visitors register (LQMS-FF_FT-6.3_06). If the visitors register is signed, there is no need for the external confidentiality agreement to be signed as well as the register specifies that “By signing this Visitor’s register (LQMS-FF_FT-6.3_06), you indicate that you have read and agreed to all the information stipulated in the Confidentiality Agreement: External (LQMS-FF_FT-4.2_02).”

Confidentiality to all electronic storage and protection of data is secured as per the control of records procedure (LQMS-FF_PR-8.4).

To ensure confidentiality of other customer’s samples and results, FoodFacts will only allow visits on appointment and will ensure samples and results are removed from sight. The laboratory is access controlled as per the facilities and environmental conditions procedure (LQMS-FF_PR-6.3).

Any results requested by someone other than the customer can only be released to the inquirer once written approval from the customer is received.

Should the laboratory wish to release any confidential information, it shall be requested in writing (ie, email or written request) to the Laboratory Director or Laboratory Manager. The individual authorising the release of the information will give a short description that states who the information is being released to as well as sign and date alongside the description. All confidential information being release will be a scanned copy that will be indicated as such by writing “Authorised release” on each page along with the individuals initials that is authorising the release.

Records of the release of confidential information shall be maintained as per the control of records procedure (LQMS-FF_PR-8.4).


ENTIRE AGREEMENT

The terms and conditions and any document expressly referred to in them represent the entire agreement between the parties and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing

The parties acknowledge that by entering into an agreement, neither party has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between the parties prior to the conclusion of the agreement except as expressly stated in these terms and conditions.

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.

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RIGHT TO VARY THE STANDARD TERMS AND CONDITIONS:

FoodFacts have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

The customer will be subject to the policies and terms and conditions in force at the time of the order, unless any change to those policies or these terms and conditions are required to be made by law or governmental authority (in which case it will apply to orders previously placed by the customer), or if FoodFacts notify the customer of the change to those policies or these terms and conditions before the laboratory sends the analytical report (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the analytical report)

INDEMNITY

Results contained in FoodFacts test reports reflect the analysis of the sample(s) in the condition received and analysed in terms of the agreed schedule of tests by the technical management of FoodFacts. Reports may not be reproduced except in full without written permission of the Laboratory management.

COMPLAINTS PROCEDURE

As soon as a complaint is made at the laboratory, it will be brought under the attention of the Laboratory Manager who will be responsible for handling the whole process.

The complaint will be recorded on the complaints register (LQMS-FF_FT-7.9_01). The Laboratory will acknowledge receipt of the complaint within 2 working days, via email communication.

Complaints will be distinguished between customers, suppliers and service providers. The complaint will be investigated within 5 working days by the Laboratory Manager, and all relevant information will be gathered to validate the complaint.

If the complaint is valid, a non-conformance will be raised, root-cause identified, and corrective action implemented as per LQMS-FF/PR-8.7. Reference Corrective Action Report number for traceability purposes. An update on the progress of the complaint outcome will be communicated via email to the complainant.

If the complaint is not valid, the customer will be informed of the outcome of the investigation within 2 working days. All communication with the customer will be recorded as evidence of feedback provided.

The outcomes to be communicated to the complainant will be made by, or reviewed and approved by, individual(s) not involved in the original laboratory activities in question. The Laboratory Manager will be responsible to communicate, review and approve the complaints. Should the Laboratory Manager be involved in the original laboratory activities in question, the complaint will be communicated, reviewed, and approved by the Deputy Laboratory Manager.

The Laboratory Manager will give formal notice of the end of the complaint by requesting from the complainant to acknowledge receipt of the final outcome of the investigation, and corrective actions implemented (if valid complaint) as well as confirm satisfaction of feedback provided. Records of complaints and feedback will be maintained by the Laboratory Manager.

Complaints can be sent to admin@foodfacts.co

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