

General conditions about the use of Reference Materials (RM) and other goods/services supplied by ielab

1. Interpretation

“Affiliate” means any corporation or other business entity directly or indirectly controlling, controlled by, or under common control with either party and that enters into a Contract.

“Consumable” means any Goods that are designed to be used, consumed or discarded without re-use, including without limitation, physical-chemical reference materials, microbiological reference materials, reagents, compounds, molecular diagnosis kits, plates, and containers.

“Contract” means these Terms as agreed to by the parties, together with a Quotation (if any) which shall apply with respect to ielab’s supply, and Customer’s purchase of the Goods and Services. The Contract is created when the order is accepted by ielab, either by sending a written order confirmation or by shipping the Goods or initiating provision of Services to the Customer.

The Contract constitutes the entire agreement between ielab and the Customer with respect to the Goods and Services supplied by ielab under it, and supersedes any previous agreements, promises, assurances or representations.

Without limiting the foregoing, ielab hereby rejects any additional terms and conditions, including without limitation any pre-printed or other terms appearing on any Order, other than those stated in a Contract.

“Customer” means the company, organization or individual purchasing Goods or Services under a Contract.

“Customer Materials” means products, samples, equipment, laboratory results, materials or information provided by the Customer to ielab in connection with the Goods or Services.

“Documentation” means the written or electronic warranty documentation, manuals or user guides accompanying Goods or Services.

“Goods” means Instruments, Consumables, and also other goods, samples, laboratory products, laboratory supplies, protocols and software, analytical data and results to be provided to the Customer by ielab under the Contract.

“Instrument” means any scientific device marketed by ielab or an Affiliate of ielab, whether sold whole or in modules.

“Intellectual Property Rights” means any and all rights in and to any copyrights, patents, trademarks, designs, conceptual solutions, analyses, processes, techniques and applications, methodologies, inventions, software, databases, know-how, confidential information, and any other rights in intellectual property (whether registered or unregistered).

“ielab” means ielab Calidad S.L.U., if applicable, an Affiliate of it where such Affiliate has accepted the Order and entered into a Contract with Customer.

“Order” means a written or electronic purchase order from Customer for Goods or Services under the Contract.

“Personnel” means any officers, employees, agents or contractors of a party.

“Price” means the price of Goods and Services in a Quotation, or otherwise agreed to in writing by the parties.

“Quotation” means any written estimate, quotation, or proposal from ielab that is agreed to by the parties.

“Recipient” has the meaning assigned to it in Clause 17.

“Report” means the report, if any, to be supplied by ielab to the Customer on completion of the Services.

“Services” means the services, including without limitation technical assistance, analysis of data, interpretation of results, production of Reports, equipment technical support, training and related services to be provided to the Customer by ielab.

“Terms” means these “Standard Terms and Conditions for the Supply of Products and Services.”

2. Orders and Offers

- Any Quotation is valid for a period of thirty (30) days from the date of issue unless otherwise agreed in writing between ielab and the Customer. Customer shall submit Orders in a form and format reasonably required by ielab.

- ielab reserves the right at its sole and absolute discretion to refuse orders, including without limitation (i) for countries or individuals where the supply of Goods or Services would violate any laws or regulations of the EU, the UN, the US, or the resident country of the ielab sales office or the Customer; or (ii) for a custom product, if ielab considers the custom product to be unsuitable or commercially impractical to be designed, manufactured or handled.

3. Delivery and Damage

- Any dates specified by ielab for delivery of the Goods or Services are only estimates, and time for delivery shall not be made of the essence by notice. In no circumstances shall ielab be liable for loss or damage of any kind caused by any delay in the supply of the Goods or Services. ielab may make delivery of the Goods and Services by installments and the Customer hereby agrees to accept such delivery by installments.

- Unless otherwise expressly agreed in writing by ielab, any Goods which are damaged, defective or incorrect when delivered to the Customer must be reported to ielab within seven (7) business days of delivery of such Goods. ielab may at its sole and absolute discretion elect to replace or refund the Price to the Customer in respect of such Goods. Any replacement Goods will be dispatched within a reasonable time. If Customer does not contact ielab within the seven (7) business day period, the Goods shall be deemed to be accepted and Customer hereby waives all right of revocation; provided, however, that the foregoing shall not affect any warranty rights of the Customer. All Goods must be stored in accordance with ielab's instructions and no claim for any refund or replacement will be payable by ielab unless these instructions have been followed by the Customer at all times.

4. Warranty and Indemnity

- ielab hereby warrants that at the time of delivery or performance thereof, all Goods and Services shall be correctly identified, and shall have not been, to the best of ielab's knowledge, tampered with, altered, added to or substituted in any way.

- Unless a different express, written warranty is included in Documentation or agreed expressly in writing with the Customer, ielab further warrants that: (a) new Instruments shall operate in material conformance with ielab's published specifications in the Documentation, and shall be free from defects in material and workmanship when subjected to normal, proper and intended usage by properly trained personnel, for a period of one (1) year from the date of installation, or fifteen (15) months from the date of shipment from the ielab facility, whichever is earlier; (b) each Consumable shall conform to ielab's published specifications in its Documentation until the Consumable's expiry date; and (c) Services will be performed with reasonable care and skill.

- If any Goods fail to meet the warranty set out in previous Clauses above, Customer must notify ielab in writing during the relevant warranty period and as soon as reasonably practicable after discovery of such failure.

Customer shall follow ielab's instructions as to any return process, and where so instructed, shall obtain from ielab a return materials authorization number, for return of corresponding Goods to ielab. For any valid warranty claims timely made in ielab's determination, ielab shall, at its sole discretion, either replace or repair the defective Goods, or provide Customer with a credit for the Price paid for such defective Goods that have been returned to ielab. For any valid claims timely made with respect to any Services, ielab shall, at its sole discretion, either re-perform the Services or refund to Customer the Price charged for such Services. The foregoing states the total liability of ielab (INCLUDING AFFILIATES of ielab) for any breach of warranty hereunder.

- For avoidance of doubt, the warranty set out in previous Clauses above

a) neglect, carelessness, or misuse of any Goods including without limitation any use which is not in accordance with the Documentation or the Contract, or improper or inadequate handling, storage and maintenance of the Goods;

b) manufacture of Goods in accordance with custom specifications provided by the Customer;

c) any products of third parties purchased through ielab (such as third-party equipment that may be governed by the third-party manufacturer's own terms);

d) modification, servicing or repair of an Instrument other than by ielab or a party authorized by ielab;

e) installation of any software or hardware, or use of Goods in combination with software or products that ielab did not supply or authorize;

f) any external sources, including without limitation any electrical surges, incorrect voltages, incorrect water supply or any damage caused by computer viruses or hackers;

g) any events, circumstances or causes beyond ielab's reasonable control, including without limitation any governmental action, acts of terrorism or any natural disaster.

- Except where expressly stated in this clause 4, all goods, services and any other items delivered under the contract are provided on an "as is" basis. Without limiting the generality of the foregoing, any other warranties. The goods, services or any other items delivered under the contract are hereby expressly disclaimed.

- To the maximum extent permitted by law, the total liability of ielab (including ielab's Affiliates) shall be limited to the lower of: (a) the Price paid by Customer for the Goods and Services at issue; or (b) ten thousand euros (10,000 €). In all cases, the Customer shall have a duty to mitigate any loss suffered by it.

- Other than for a breach of clause 12, in no event shall ielab (including affiliates of ielab) be liable for any incidental, consequential, or special damages of any kind arising under the contract, even if advised of the possibility of damages beforehand, and including without limitation liability for loss of use, loss of work in progress, down time, loss of revenue or profits, failure to realize savings, or any liability to a third party as to any of the foregoing.

- Other than as arising from a material breach of the Contract by ielab, Customer shall: (a) fully indemnify ielab and ielab's Personnel against any loss, damage or injury (including injury resulting in death) to property or persons sustained by: (i) ielab and ielab's Personnel, (ii) the Customer and Customer's Personnel, and (iii) any third party, where such loss, damage or injury arising from or in connection with, ielab's use of the Customer Materials, the failure of Customer to comply with the Contract or any negligent act or omission of the Customer or the Customer's Personnel; and (b) fully indemnify ielab against all damages, costs, expenses (including professional fees) and losses suffered or incurred by ielab as a result of, or in connection with any third party claim brought against ielab arising from or in connection with death, injury, damage or loss occasioned by the use made of the Goods or Services, including without limitation any use of Goods in breach of the Contract (including without limitation any use other than as required in accordance with Clause 11), any Report or other information or advice of ielab.

CLAIMS AND COMPLAINTS. PRODUCT REPLACEMENT

ielab agrees to replace or give credit for any product that fails to meet stated specifications and performance, provided the correct procedures have been followed. Should any product fail to meet specification and performance, contact ielab at +34 96 610 55 01 or comercial@ielab.es

Please be prepared to provide: (i) nature of the problem; (ii) product description; (iii) catalogue number; (iv) lot number; (v) date of receipt; (vi) number of units involved.

All claims for unsatisfactory product performance must be made prior to the expiration date. Should any product arrive in a damaged condition, the carrier must note the condition on the delivery receipt. All claims for products damaged during shipment must be made to ielab within seven (7) business days of receipt.

5. Health and Safety

- The Customer shall ensure that any Customer's Personnel while present on ielab's premises shall comply at all times with all health and safety measures, procedures and protocols required by ielab and with such other directions regarding safe working as ielab may direct. ielab reserves the right at its absolute discretion to refuse to admit to or remove from its premises any of the Customer's Personnel.

- If ielab's Personnel are required to be present on Customer's premises, Customer shall ensure such premises are safe, and shall advise ielab in advance of any health and safety measures, procedures or protocols in place on Customer's premises.

6. Customer Materials

- The Customer shall promptly supply to ielab any Customer Materials required to fulfill an Order, and shall ensure that the Customer Materials have been tested or inspected, are in good order, and are suitable for use by ielab to fulfill the Order. The Customer shall arrange at its own expense and risk the delivery of the Customer Materials to ielab, and ensure that any hazardous materials are clearly marked, and that ielab is made aware in writing of the nature of any hazard before delivery to, or collection by, ielab. The Customer hereby acknowledges that its failure in providing the Customer Materials promptly may delay the supply of the Goods or Services.

- Subject to Clause 6.3, ielab shall use the Customer Materials solely for the purposes of supplying the Goods and Services, or as otherwise permitted by the Customer.

- Where applicable, the Customer may direct that ielab store, destroy, or re-deliver to the Customer the Customer Materials (or such part remaining) after the supply of the Goods and Services has been completed, such storage, destruction or re-delivery to be at the Customer's own cost. If no direction is received within three (3) months of completion of the supply of Goods and Services, ielab shall be entitled to store, destroy or re-deliver such Customer Materials and to charge the Customer reasonable costs for the same at its discretion.

- Customer represents and warrants that it owns or otherwise controls the Customer Materials and has the right to provide the Customer Materials to ielab for the purposes set forth in the Contract. Without limiting the generality of the foregoing, Customer shall;

a) ensure that it has all necessary appropriate consents in place to enable lawful transfer of Customer Materials to ielab;

b) not disclose or provide to ielab any information that may disclose or identify any individual that maybe the subject of any Customer Materials; and

c) comply with all legal, regulatory and contractual obligations with respect to the protection of the privacy of any individual that maybe the subject of any Customer Materials provided to ielab.

7. Risk and Title

Until such time as title in the Goods has passed to the Customer:

a) ielab shall have absolute authority to re-take, sell or otherwise deal with any of the Goods which have not yet been used by the Customer; and

b) ielab shall be reasonably entitled to require the Customer to either: (i) return the Goods to ielab at the Customer's own cost; or (ii) reimburse ielab for the cost of providing the Goods.

8. Price

Unless expressly stated in writing otherwise by ielab, all Prices are exclusive of: (a) any taxes (including VAT); and (b) delivery, postage, packing, storage fees and any import and export duties, rates, license fees or other related charges that are applicable from time to time which shall be charged in addition. ielab reserves the right to amend the Prices to take account of any variations in the Goods and Services as a result of additional information from or a request in writing by the Customer, or any modification of a Quotation.

9. Payment

- Unless otherwise specified in the Quotation or agreed in writing between ielab and the Customer, payment shall be made by the Customer in the currency specified on the invoice within sixty (60) days of the date thereof, without any deduction or offset. ielab shall be entitled to payment for all installments of Goods and Services supplied to the Customer, whether under a blanket Order or otherwise.

- ielab reserves the right to charge Customer, in addition to Prices payable hereunder, any costs reasonably incurred by ielab (including without limitation, legal costs and fees of debt collection agencies) in recovering any amounts due to ielab from the Customer pursuant to the Contract.

- ielab may, without limiting any other rights or remedies, setoff any amount owing to it by the Customer against any amount payable by ielab to the Customer (under the Contract or any other agreement between the parties).

- If the Customer fails to pay ielab any sum due pursuant to the Contract then, without limiting any other right or remedy available to ielab:

a) ielab may without liability suspend any further deliveries to the Customer or terminate the Contract in accordance with Clause 14; and

b) ielab may immediately demand payment of any other invoices issued but not yet due.

Payment can be made via:

- CREDIT CARD
- BANK TRANSFER:

Bank: Banco Bilbao Vizcaya Argentaria, S.A. (BBVA)

Address: Plaza Antoni Maura, 6, 2ª PLANTA.
Barcelona. Spain.

Bank Account: 01823994050201548997

Swift: BBVAESMMXXX

IBAN: ES9101823994050201548997

For other options, please contact comercial@ielab.es.

10. Intellectual Property

- As between ielab and Customer, except as otherwise expressly agreed in writing by the parties:

a) all Intellectual Property Rights relating to the Goods and Services, or arising as a result of ielab providing the Goods and Services, including any modifications or improvements of such Intellectual Property Rights, are the exclusive property of, or licensed to, ielab;

b) notwithstanding the foregoing, Customer shall be the exclusive owner of: (i) the Customer Materials; and (ii) any results and reports generated by ielab as a direct result of use of the Customer Materials.

- Customer shall not, by virtue of any work performed under the Contract, obtain any license or other rights in any methods, materials, equipment and related Intellectual Property Rights owned or controlled by ielab (or modifications or improvements thereof) used to manufacture or supply the Goods and Services.

- Notwithstanding the foregoing Clause 10.1, Customer understands and agrees that, unless ielab otherwise expressly agrees in writing, Services are provided on a non-exclusive basis and ielab reserves the right to perform similar or identical Services for a third party.

- ielab agrees to defend, indemnify and hold harmless Customer, its officers, directors, agents and employees, against and with respect to all third-party claims, lawsuits, liabilities, losses, costs and expenses, including reasonable attorney's fees, brought against, suffered or incurred by Customer alleging that any non-custom Goods purchased by Customer directly infringe any valid patent that has been issued as of the date of the Contract, any copyright, design or any trademark, or misappropriate the trade secrets of any third party. Customer hereby agrees to defend, indemnify and hold harmless ielab, its officers, directors, agents and employees from and against any third-party claims, lawsuits, liabilities, losses, costs and expenses, including reasonable attorney's fees, brought against, suffered or incurred by ielab alleging that any acts or omissions of Customer, including without limitation any use or misuse of the Goods, Customer Materials, or Services by Customer: (a) have caused injury to any persons or property; (b) have violated any applicable law, including without limitation with respect to export, safety and health; or (c) have, subject to ielab's obligations set forth immediately above, infringed upon the Intellectual Property Rights of any third party.

11. Restriction on use

- Unless otherwise expressly stated in writing by ielab, Customer acknowledges and understands that Goods are labelled "For Research Use Only" and Services are provided for Customer's internal research use only. Customer should not use any Goods or Services for clinical or diagnostic procedures.

- Unless otherwise expressly stated in writing by ielab, no license or other rights to use the Goods or Services for commercial applications (including without limitation in commercial services) are granted to the Customer expressly, by implication or by estoppel. Separate licenses maybe available for purchase with respect to commercial applications.

- Customer shall be solely responsible for ensuring that any Goods and Services supplied by ielab are used in compliance with all applicable laws and regulations, and to obtain any necessary approvals and Intellectual Property Rights required for the Customer's particular use.

- The Customer shall not use ielab's name in any way to imply endorsement or otherwise by ielab of the Customer Materials, or of any process, information, advice, product or service provided, marketed or sold by the Customer.

12. Confidentiality

Both parties shall use reasonable endeavors to keep confidential for a period of five (5) years from the acceptance date of the corresponding Goods or Services any confidential information (oral or written) provided or disclosed by or on behalf of the other. This clause shall not apply to any information which at the time of disclosure is (or subsequently becomes) published or generally available to the public (other than as a breach of the receiving party's obligation under this clause), which at the time of disclosure was already in the possession of the receiving party (other than under an obligation to the disclosing party), which subsequently legally comes into their possession from another source, which was independently developed, or which is required to be disclosed in order to comply with any applicable law, regulation, or court order.

13. Cancellation

- The parties understand and agree that Orders may not be cancelled or postponed once accepted by ielab. Further, the parties understand and agree that the Contract may not be terminated other than as provided in Clause 14 or Clause 15. Any purported cancellation or postponement of an Order, or purported termination of the Contract other than as provided in Clause 14 or Clause 15 shall be a breach of the Contract.

14. Termination

- Either party may terminate the Contract upon notice for the material breach of the other party where such breach has not been cured after thirty (30) days' written

- Each party also has the right to terminate the Contract immediately by notice in writing if the other party: (a) has admitted in writing that it is unable to pay its debts; or (b) is subject to a receiver or other third party being appointed over or taking or attempting to take possession of any the party's assets. ielab may also terminate the Contract without penalty where it determines that feasibility reasons prevent or are likely to prevent the performance of the Services.

- The termination of the Contract shall be without prejudice to the rights and duties of either party accrued prior to termination. The provisions of Clause 1, Clause 4, Clause 9, Clause 10, Clause 11, Clause 12, Clause 14.3 and Clause 18 shall survive any expiration or termination of the Contract.

The Customer shall pay the Price in respect of any Goods or Services (or part thereof) supplied prior to expiration or termination of the Contract, regardless of the reason for termination.

15. Force majeure

Neither party shall be responsible for delays or failures to perform their respective duties and obligations hereunder, or under any Order delivered pursuant to the terms hereof, when those delays or failures result from reasons beyond its reasonable control, including but not limited to any governmental action, acts of terrorism or any natural disaster. Each party shall promptly notify the other party of the occurrence of and termination of any Force Majeure. Each party shall make commercially reasonable efforts to comply with the terms of the Contract during the pendency of and as soon as reasonably possible after the removal of such Force Majeure, and the time for performance of any affected Order shall be extended for a period equal to the duration of such Force Majeure; provided, however, that where the Force Majeure has continued for six (6) months, either party may terminate the Contract immediately upon written notice. Notwithstanding the foregoing, the Customer shall remain liable to pay for all Goods and Services supplied prior to the date of such termination.

16. Legal and regulatory compliance

- The Customer and ielab will comply with all applicable laws, statutes, regulations, directives, and codes of practice in force from time to time, including without limitation any applicable laws relating to data protection, anti-bribery or export control.

- Without limitation to the foregoing, the Customer agrees and undertakes that:

a) it shall not, and shall require that its employees and Affiliates shall not, take any action in furtherance of an unlawful order, promise or payment, in violation of any anti-bribery legislation, regulations, codes or sanctions, nor take any action that would cause either itself or any other party (including ielab) to be in violation of any Anti-Bribery Requirements;

b) it shall not, directly or indirectly, export, re-export, sell, or otherwise dispose of any Goods to any destination, entity or person, if that would violate any applicable laws in the UK, EU, US, or local territory in which Customer or ielab operate; and

c) where applicable, it shall obtain any necessary import licenses, certificates or other documents and approval needed, including paying any customs duties and taxes due on importing the Goods.

17. Use of customer information

ielab may use information provided by the Customer to contact the Customer and appropriate persons within its organization (each, a “Recipient”) about goods and services offered by ielab. A Recipient may contact the Marketing Department at ielab at any time if the Recipient does not wish to receive such information or wishes to amend or update Recipient contact information.

18. General

- The Customer shall not assign the Contract or any part thereof without the written consent of ielab. ielab may assign the Contract or any part thereof to any Affiliates of ielab or its successors. ielab shall be entitled to sub-contract any part of the Services to be provided hereunder.
- Each right or remedy of ielab under the Contract is without prejudice to any other right or remedy of ielab whether under the Contract or not.
- If any provision of the Contract shall be held to be illegal, invalid or unenforceable in whole or in part, either under enactment or rule of law, such provision or part shall to that extent be deemed not to form part of the Contract but the legality, validity and enforceability of the remaining provisions of the Contract shall not be affected.
- ielab reserves the right to announce publicly that it is providing Goods or Services to the Customer with the prior written consent of the Customer, not to be unreasonably withheld or delayed.
- Any waiver by ielab of any breach of, or any default under, any provision of any Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms or conditions of the Contract.
- No term or condition of the Contract is enforceable by any person who is not a party to the Contract

19. Subcontracting

ielab may subcontract some parts of the technical activities to a third party that has an accreditation in accordance with ISO 17025, always ensuring its technical competence. Strategic and critical activities such as: (i) production planning, (ii) selection of subcontractors; (iii) allocation of the value of the property and its uncertainty; (v) authorization of the value of the property and its uncertainty; (vi) authorization of documents relating to reference materials shall not be subcontracted.

20. Difference between accredited materials and out of accreditation

In order customers clearly differentiate between materials covered by accreditation and those that are out of the scope of accreditation, customer must realize that only those materials where the ENAC accreditation body logo is present are covered by the accreditation and that for the rest of materials it cannot be assured the compliance with ISO 17034. In order to show this difference, catalogue, certificate of analysis and any other document produced by ielab will unequivocally identify those materials covered by the accreditation.

21. Material transfer agreement (MTA)

This MTA has been drafted according to the recommendations of MOSAICC in order to regulate the transfer of microorganisms (MGRs) traceable to Culture Collection strains from ielab to its clients.

ielab as PROVIDER of MGRs traceable to some Culture Collections strains.

ielab can provide MGRs traceable some Culture Collection strains for different purposes according to the CBD. There are three possibilities:

- a) For testing purposes, reference, bioassay, control and training purposes. Not for commercial purposes; no Intellectual Property Rights (IPR) related to MGRs, derived technology and information; recipient has to follow the standard test and reference procedures.
- b) For teaching or academic research: No commercial purposes; no IPR related to MGRs, derived technology and information.
- c) For commercial applications: distribution of MGRs for this purpose is not allowed.

Shipment

ielab will package the MGRs for shipping in accordance with applicable laws and regulations. Recipient/Purchaser is responsible for ensuring that all permits required for recipient/purchaser to receive its order are obtained and that sufficient proof of such permits is provided to ielab.

Scope of use

The Recipient agrees that Material designated as biosafety level 2 or 3 constitutes known pathogens and that other Material not included in these groups (and its replicates or modifications) may be pathogenic under certain conditions.

Conditions

The Recipient assumes all risk and responsibility related with the receipt, handling, storage, disposal, transfer and use of the MGR. The Recipient agrees that any activity undertaken with the MGRs will be conducted in compliance with all applicable guidelines, laws and regulations.

Neither ielab nor the specific Culture Collection are responsible for the MGRs forwarded by the Recipient to third parties not working under the recipient direct supervision.

The recipient agrees to include the appropriate acknowledgement to ielab and the specific Culture Collection in any publication, specifically mentioning the country of origin of the MGRs and the supplier in accordance with the CBD.

The recipient accepts not to transfer MGRs supplied by ielab to anyone outside his/her institution.

Definitions

1.- MTA: MATERIAL TRANSFER AGREEMENT: Is a generic term that can cover either a very short shipment document, a simple standard delivery notice, a standard invoice containing minimal standard requirements or a more detailed specific contract including tailor-made mutually agreed terms.

2.- MOSAICC: Microorganisms Sustainable Use and Access Regulation International Code of Conduct within the framework of the Convention of Biological Diversity. (More information in: <http://www.belspo.be/bccm/mosaicc>). It is a voluntary Code of Conduct aimed to facilitate access to microbial genetic resources (MGRs) and combines the need for easy transfer of MGRs and the need to monitor the transfer of MGRs.

The two operating principles are:

A-The in-situ origin of the MGRs is identified via a Prior Informed Consent (PIC), authorizing the sampling. This document officially identifies the geographical origin of MGRs and authorizes the access to them. The geographical origin of the MGRs is always mentioned when transfer occurs.

B-The transfer of MGRs is monitored and occurs under Material Transfer Agreement (MTA) which terms are defined by both recipient and provider. (More information in: <http://www.belspo.be/bccm/mosaicc>)

3.- MICROORGANISMS: Filamentous fungi, yeasts, bacteria and archaea.

4.- MICROBIAL GENETIC RESOURCES (MGRs): microorganisms and/or genetic material that has not been modified.

5.- DERIVATIVE: MGR created from the original MGR that is substantially modified to have new properties such as, but not limited to, recombinant DNA clones.

6.- RECIPIENT: Legal entity or individual that receives Material from the PROVIDER

7.- PURCHASER: Legal entity or individual that receives Material from the PROVIDER and pays for it.

8.- PROVIDER: Legal entity or individual that transfers MGRs to another person or institution

9.- CBD: Convention on Biological Diversity (Rio de Janeiro, June 1992). It has three main objectives: "the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilization of genetic resources" (art.1). (see MTA policy related to CBD) (More

information in: <http://www.biodiv.org>)

10.- COMMERCIAL APPLICATION: The sale, leasing, exchange, license, or other type of transfer for profit purposes. COMMERCIAL APPLICATIONS shall also include uses of the MGR OR DERIVATIVES by any organization, including recipient or purchaser, to perform contract research or to conduct research activities that may result in any type of the mentioned commercial transactions. However, industrially sponsored academic research shall not be considered a use for COMMERCIAL APPLICATIONS per se, unless any of the above conditions of this definition are met.

22. Claims and appeals

ielab has a process addressed to facilitate participants' appeal against any Product or Service which will not fulfill the specified in the Contract, which is available for participants. Any customer will be able to ask for clarification, or to claim for any of the services provided by ielab, he can contact ielab by the usual way, preferably by email. Additionally, ielab has a claims/complaints management procedure that is in accordance with our quality system and available to our customers upon request.