

GENERAL TERMS AND CONDITIONS

of J.S. Hamilton SL, d.o.o., with its registered office at Dunajska cesta 156, 1000 Ljubljana, registered in the Companies Register under registration number 7394098000 and VAT ID No. SI65103670

I. Scope of Application

1. These General Terms and Conditions (hereinafter: the "General Terms and Conditions") of J.S. Hamilton SL, d.o.o. (hereinafter: "JSHS"), with its registered office in Ljubljana, shall apply to laboratory and professional services provided by JSHS to its clients – both natural and legal persons as well as organizational units without legal personality (hereinafter: the "Clients"). These terms shall apply without exception to all business relationships between JSHS and its Clients. Deviations are possible only on the basis of a written agreement on the conditions of a specific service concluded between JSHS and an authorized representative of the Client.
2. JSHS provides laboratory and professional services such as: audits, inspections, safety assessments, sample collection from the Client, laboratory testing and analyses, measurements, and other comparable activities.
3. All legal relationships between the parties shall be governed by the laws of the Republic of Slovenia.
4. These General Terms and Conditions form an integral part of every contract, offer or order, even if not expressly stated in the individual document. Any deviations from these General Terms and Conditions shall be valid only if expressly agreed in writing.
5. If the Client's terms and conditions contradict these General Terms and Conditions, these General Terms and Conditions shall prevail unless the Contractor expressly confirms otherwise in writing.
6. If any provision of these General Terms and Conditions is invalid, illegal or unenforceable for any reason, this shall not affect the validity of the remaining provisions. The parties shall replace such provision with a valid provision that most closely reflects the original intent of the parties.

II. Conclusion of Contracts, Notifications, Third-Party Services, Performance

1. A contract is concluded when JSHS confirms the Client's order in writing or electronically.
2. The scope, type and conditions of each individual service shall be defined in: the offer, purchase order, contract, or written agreement between the parties.
3. The order must contain all information necessary for the proper performance of the services.
4. The deadline for performance of each service by JSHS shall be stated in the offer.
5. JSHS shall agree with the Client on the methods and procedures for performing the services based on the Client's instructions, applicable standards, methodologies, professional practice and expertise. The content and scope of each order shall be confirmed by JSHS via email upon receipt of the order. Acceptance of the order does not imply an obligation of JSHS to achieve a specific result.
6. Unless otherwise agreed, JSHS is not obliged to provide information, explanations or opinions. If provided, they shall be deemed non-binding recommendations.
7. JSHS has the right to engage third parties it considers suitably qualified and competent for the performance of the ordered services. JSHS shall be fully responsible for their work as if performed by JSHS itself. JSHS may engage subcontractors and shall be liable for their work as for its own.
8. The Client shall timely provide all necessary information required for proper execution of the order and allow access to goods, warehouses, etc., and ensure safe working conditions

in accordance with applicable occupational health and safety regulations.

9. If the Client requests that a report or certificate be provided to a third party, JSHS shall not assume liability toward such third party. Third parties shall have no right to assert claims against JSHS based on possession of a report or certificate.
10. Partial or full reproduction of reports is permitted only with the prior written consent of JSHS.

III. Payment Terms

1. For the first order, 100% prepayment is required. JSHS has the right to request prepayment within 3 days.
2. Unless otherwise agreed, all invoices must be paid within 14 days from the date of issue. All prices in the JSHS price list are exclusive of VAT.
3. Payment shall be deemed completed on the date funds are credited to the bank account of JSHS.
4. In case of late payment, JSHS may charge statutory default interest.
5. JSHS may increase the price in case of unforeseen costs due to specific sample characteristics or changes in legislation. If performance of the order is not possible for reasons not attributable to JSHS, the Client shall reimburse the proportional part of the costs incurred.

IV. Deadlines

1. Agreed deadlines are indicative and may be extended due to actions or omissions of the Client.
2. In the event of delay, the Client must grant an additional period of at least 50% of the originally agreed timeframe.
3. Any complaints regarding the quality of performance must be submitted by the Client within 14 days.
4. Agreed deadlines are informative unless expressly agreed otherwise in writing.
5. JSHS shall not be liable for delays caused by incorrect or incomplete information, defective samples, force majeure, or delays in sample delivery.

V. Liability

1. JSHS shall be liable exclusively for damage caused intentionally or by gross negligence. Its total liability shall be limited to ten times the value of the individual service or a maximum of EUR 10,000.
2. The Client is responsible for providing accurate and complete data, properly labeled and packaged samples, safe delivery of samples, and information about any hazardous properties of the samples.
3. JSHS shall not be liable for any indirect damage suffered by the Client, including loss of profit, loss of revenue, loss of business opportunities or reputational damage.

VI. Samples

1. The Client shall be fully responsible for any damage caused by hazardous properties of the samples.
2. Test and analysis results apply exclusively to the submitted samples in the condition received and under the conditions in which the tests were performed.
3. JSHS shall not assume responsibility for the representativeness of collected samples unless the sampling was performed by JSHS itself.

4. Upon completion of testing, JSHS shall not be obliged to retain samples unless required by law or contract.

VII. Right to Suspend Performance

1. In case of justified doubt regarding the Client's solvency, JSHS may require prior settlement of all outstanding obligations.
2. JSHS reserves the right to refuse an order without stating reasons.

VIII. Copyright and Confidentiality

1. JSHS reserves all copyrights to reports and expert opinions.
2. Results shall be disclosed exclusively to the Client unless otherwise agreed in writing.
3. The parties shall protect trade secrets even after termination of the contract. A trade secret includes all technical, technological, organizational, personal and other information with economic value.
4. Use of such information in public is permitted only with prior written consent.
5. The contracting parties shall protect confidential information. JSHS ensures personal data protection in accordance with applicable legislation (GDPR).

IX. Final Provisions

1. All disputes shall be subject to the jurisdiction of the competent court at the registered office of JSHS.
2. JSHS reserves the right to amend these terms and conditions.
3. This version of the General Terms and Conditions shall enter into force on 11 February 2026.

These General Terms and Conditions are published on the website:

www.hamiltonlab.si