

EXTERNAL QUALITY ASSESSMENT SERVICE AGREEMENT TERMS AND CONDITIONS

These terms and conditions apply to Labquality Oy's ("Labquality") external quality assessment services ("service") subscribed to by a direct client ("client").

Service description

Labquality's external quality assessment schemes are designed for medical laboratories and point-of-care testing sites to monitor and improve their performance. Labquality provides objective and independent assessments, which support your existing quality system. Part of the EQA production is outsourced to expert laboratories and national partners.

- For each calendar year, Labquality publishes a service program and a delivery schedule.
- The client subscribes to the services it has selected for one calendar year at a time.
- Labquality delivers samples (along with their processing instructions) included in the service according to its delivery schedule and the client's annual order.
- The client processes, measures, and/or evaluates the samples according to the provided instructions.
- The client reports its own findings by the return date indicated in the instructions.
- Labquality processes the results and creates reports.
- Reports will be published online and mailed to the client, if the client prefers.
- The client reviews the report and the findings.

At the end of the calendar year, Labquality will provide a certificate of participation for the client based on the services rendered to the client.

Annual program and delivery schedule

For each calendar year, Labquality releases a quality assessment service program ("product catalog"). The documents are released in the September of the preceding year. If the service catalog has changed from the previous year's catalog, a list of changes will be released along with the catalog. The overall service delivery schedule will be included in the product catalog, whereas a more detailed delivery list with delivery dates will be available in Labquality's EQA portal ("LabScala") and on Labquality's web site. Labquality reserves the right to make changes to the annual program and delivery schedule throughout the calendar year.

EQA accounts and updating contact details

Labquality will create a LabScala EQA main user account for each of its clients, and deliver its username, password, and the portal's user instructions to the client. The client will be responsible for adding its contact details to the portal and keeping them up to date. The most important contact details are the main user's e-mail address, sample delivery address, invoice address, and the client's contact persons.

Any changes to the contact details should be reported immediately to Labquality either through LabScala or by contacting Labquality's customer services. Labquality will deliver its samples, reports, invoices, and notifications to the addresses specified by the client.

Service ordering

Orders will be valid for one calendar year, and the client should sign up for the service by the end of the November of the preceding year. The client may also subscribe to the service mid-year, but in such cases, the client may not participate in all EQA rounds.

Service orders can be made either by submitting an electronic form in LabScala or contacting Labquality's customer services in writing. Labquality will then check the submission and confirm the order by delivering an order confirmation for the client to check.

Service fee

The service fee includes both the external quality assessment service and sample delivery by mail. Additional services (e.g. certificate of participation, report printouts and document delivery by mail) will be ordered and charged separately.

The service fee will be calculated based on the valid price list for the current calendar year. Each calendar year's price list will be published in the September of the preceding year. The current price list will be mailed (and, upon the client's request, e-mailed) to all clients as part of the ordering material package.

Effective date and agreement period

The agreement will take effect from the date Labquality confirms the order submitted by the client either electronically or in writing. The agreement will remain in force until the end of the calendar year specified in the service order, or until the last sample included in the service has been delivered.

Sample delivery

Labquality will deliver samples (physical samples) or publish digital samples (digital images, virtual microscopy images, videos, and questionnaires) for each round included in the client's order. The samples will be delivered according to the delivery schedule, primarily by mail (letters and/or parcels). A notification email and/or letter will be set to the participants of digital schemes. When required, samples will be delivered by courier service. Once samples have been sent or published, a notification will be sent to the e-mail addresses indicated by the client.

Labquality will deliver the samples to the address specified by the client. Labquality will not accept any liability for damages or delays attributable to the mail service or the client's internal mail service. However, where possible, Labquality will strive to provide a replacement for samples damaged during delivery, provided that it still holds samples in its storage and the relevant round has not yet been completed. Replacements will also be made available for samples lost or destroyed by the client. For replacement samples, Labquality will charge the client 60 percent of the full service fee.

The client may also request samples afterward for confirming nonconformance resolution or for evaluating a new method. Samples from completed rounds can be delivered, provided that Labquality still holds any in its storage. For samples from completed rounds, Labquality will charge the full round fee and a delivery fee.

Sample processing and measurement

The client will be responsible for receiving and storing samples according to the instructions provided. The client will process, measure, and/or evaluate the delivered or published samples according to instructions. The sample analysis period varies from round to round, ranging from one week to four weeks on average. In some rounds, the analysis period can be as long as eight weeks.

Reporting results to Labquality

The client must report the relevant results to Labquality by the deadline indicated in the provided instructions. All results should be reported via the Labquality EQA portal using LabScala's electronic forms, unless another reporting method has been specified (or agreed upon). Labquality will have no obligation to process any results delivered after the reporting deadline. No compensation will be paid for rounds the client has missed. In some rounds, incomplete results are considered an error, resulting in a score of zero.

In some rounds, the client may report several results for one sample. A separate client number (account) might be needed for creating reports for such rounds. Instructions for reporting several results for one sample are available from Labquality's customer services. Several results for one sample can be reported only by using electronic result forms.

Results processing

Once the result delivery deadline is reached, Labquality will process the results impartially. In most rounds, once the results have been processed, a preliminary overview of results or a preliminary report will be posted in LabScala. On average, processing the results takes 2–5 days, but in some special rounds it can take several weeks. Once the results have been completed, the round's data will be handed over to a survey expert for further analysis and comments. On average, the final report will be published along with the survey expert's comments 2–3 weeks after the round is completed.

Report delivery

Reports will be published as PDF files in Labquality's EQA portal LabScala. Once a report is complete, a notification will be sent to the e-mail addresses indicated by the client.

The client may also include report printouts (delivered by mail) in its annual service order. Reports will be printed out and mailed to the mail address specified by the client as soon as the results have been processed and the survey expert's comments are ready. On average, the reports ordered by the client will be mailed 3–4 weeks after the completion of the relevant round. In certain rounds where the results analysis requires special expertise, the report delivery period can be substantially longer.

Client's report review

The client must review the report and notify Labquality of any errors in the registered results or the result analysis no later than the response date indicated in the report. The minimum complaint period is three weeks from the date the report was posted online.

Certificate of participation

As an option, the client can include a certificate of participation (in English) in its order. The certificate will be delivered at the end of the year. If the client wishes to use an alternative (English) name in the certificate, it can do so by entering the name in LabScala. If required, a preliminary certificate can also be provided. Preliminary certificates are available from Labquality's customer services.

Record-keeping of reports

Labquality will keep the client's quality assessment reports for a minimum of three years. The client can access its reports through Labquality's EQA portal LabScala.

Confidentiality

Labquality handles all client information completely confidentially. Labquality will not release any information concerning its clients' participation or performance in quality assessment rounds to third parties without the client's consent.

Contract modifications

Labquality reserves the right to develop or change the content of its external quality assessment services on operational grounds. Labquality will make any reasonable effort to notify the client of any such change no later than one month prior to the relevant service's planned time of delivery.

The client will have the right to cancel rounds or terminate the agreement in the course of the calendar year. However, the relevant round must be cancelled no later than one month from the relevant service's planned month of delivery. Once the round has been cancelled, Labquality will charge the client only for the rounds which do not meet the above requirements.

Invoicing and payment terms

Labquality will invoice the client for the services ex ante (after it has delivered the relevant samples) 2–4 times per year. Each invoice will include all services (rounds) whose planned sample delivery date precedes the last date of the billing month. Payment terms are 14 days net. Delayed payments will be subject to interest on arrears pursuant to the Finnish Interest Act (Finlex: 633/1982; as amended) as well as any costs arising from reminders and debt collection. Labquality reserves the

right to suspend its contractual obligations in case there are reasonable grounds to suspect that the client is likely to fail to fulfill its contractual obligations.

Force majeure

Labquality will not accept any liability for delays or failure to fulfill its obligations due to circumstances beyond its control. Force majeure events not attributable to Labquality include strikes or other forms of industrial action, the EQA manager or survey expert becoming ill, power or telecommunications outages, disruptions in information systems, public law measures or any other circumstances beyond Labquality's reasonable control.

Labquality, February 2, 2017