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Agreement for the provision of services

BETWEEN

Cosmetic Food Science Technologies cc

Herein after referred to as 'FACT LABS'


AND

Company Name: Herein After Referred to as 'the Customer'	
Trading Name	
Physical Address	
Telephone Number	
VAT Number	

Preamble:

This Service Agreement ("Agreement") is made between **Cosmetic Food Science Technologies cc** trading as **FACT LABS** (a SANAS-accredited laboratory) and "the Customer", together identified herein as "the parties". FACT LABS operates its Quality Management System in compliance with **ISO/IEC 17025** and SANAS accreditation requirements. Under this Agreement, the Customer engages FACT LABS to perform analyses and services which include but not limited to microbial and analytical testing, on samples submitted by the Customer, and FACT LABS agrees to provide those services in accordance with the terms below and any subsequent documentation such as the price quotation. The parties acknowledge that FACT LABS testing services will be performed according to its accredited scope for those tests listed under FACT LABS scope of accreditation, and that all applicable SANAS/ISO standards and South African regulations (e.g. Foodstuffs Act, Cosmetics Act, etc.) would be adhered to.

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1. Introduction

- 1.1. Information supplied in this agreement, and other subsequent documentation supplied as a result of this agreement, serve as instructions from the client which forms a mutual understanding between the parties.
- 1.2. This agreement shall be completed by the person/s that is duly authorized by the company for signing of contracts, as per annexure A of this agreement
- 1.3. All communication between FACT LABS and the customer shall occur through “Authorized personnel” only, as listed in Annexure A of this agreement.
- 1.4. The completed and signed agreement shall be forwarded to FACT LABS via e-mail or hand delivered as per details stipulated in annexure B of this agreement. A copy of this agreement shall also be retained by the customer.


2. Scope of Services and Standards

- 2.1. FACT LABS shall perform the services as requested by the Customer. The Customer confirms it has reviewed FACT LABS's current Scope of Accreditation and understands which tests are accredited. By Signing this agreement, the customer acknowledges that they have read the laboratory's scope of accreditation and are aware of the tests covered therein.
- 2.2. All testing for those tests covered under the FACT LABS schedule of accreditation shall be conducted in accordance with ISO/IEC 17025. FACT LABS shall further ensure that all services, regardless of accreditation status, be performed with professional care, skill and diligence.
- 2.3. FACT LABS responsibility is limited to services expressly requested by the customer and any statements of conformity or decision rules agreed in writing in advance, as per annexure C of this agreement.
- 2.4. Should the Customer require a statement of conformity such as a pass/fail to a specification, the applicable decision rule must be agreed in writing prior to the commencement of testing.
- 2.5. The Customer may request measurement uncertainty, limits of detection, or other quality indicators for any method. FACT LABS shall provide this information where available.
- 2.6. Opinions and interpretations (otherwise referred to as “comments”/“decision rules”), which include but not limited to statements of conformity, expressed by FACT LABS are outside the scope of SANAS accreditation.

3. Sample Submission and Receipt

- 3.1. The Customer shall submit samples using FACT LABS's official Sample Submission (Test Request) Form, listing all tests required. All sample submission forms shall be signed and dated to accept the terms and conditions of this agreement.
- 3.2. Each sample submitted to FACT LABS shall be clearly labeled by the customer with a unique identifier corresponding to the description of the sample submission form, and all relevant information provided for such as sample matrix, sample description, date etc.
- 3.3. The Customer is responsible for selecting and submitting representative samples in compliance with any applicable regulations.
- 3.4. Risk of loss or damage to samples remains with the Customer until FACT LABS formally acknowledges receipt - noting acceptance/receipt of the sample in writing.
- 3.5. The Customer shall disclose any known hazards (chemical, biological or physical) by specifying substances or activity on the comments section of the submission form.
- 3.6. FACT LABS shall handle all samples safely, however FACT LABS cannot be held liable for any consequences arising out of samples with undeclared hazards.
- 3.7. FACT LABS reserves the right to refuse or quarantine any sample that appears damaged, contaminated or unsuitable for testing, and further reserves the right to test specific samples on an ethical or religious basis, notifying the Customer promptly of any issues.
- 3.8. A signed submission form and any required approvals such as Food safety, HACCP or veterinary clearances must accompany each shipment.

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4. Traceability

- 4.1. All documentation linking each test result to its sample shall be maintained by FACT LABS.
- 4.2. All laboratory records, raw data and test reports will be retained by FACT LABS for at least five (5) years to ensure traceability.

5. Testing Protocol and Turnaround

- 5.1. Upon sample receipt, FACT LABS shall inspect sample condition and completeness of information on the sample as well as the sample submission form.
- 5.2. Should all information be correct, FACT LABS shall thereafter email confirmation of sample receipt to the Customer's authorized contact.
- 5.3. Standard turnaround times shall be quoted with acceptance of the work order via email, however subcontracted / outsourced work is subject to third party control;
- 5.4. FACT LABS shall make reasonable efforts to meet these turnaround times, however turnaround is not guaranteed - especially for complex or subcontracted tests.
- 5.5. Generally, samples received before 15:00 on a working day may be tested that day; otherwise testing will commence the next business day.
- 5.6. The customer acknowledges that FACT LABS is not accredited for field sampling services, and therefore FACT LABS takes no responsibility on any subsequent actions arising out of sampling activities. Samples are tested by FACT LABS as received.
- 5.7. FACT LABS typically performs all services in-house. However, if a requested analysis is outside FACT LABS's technical capability or accreditation scope, FACT LABS shall indicate the outsourced/subcontracted test via the quotation. Thereafter, upon agreement by the customer, FACT LABS shall proceed to subcontract/outsourcing the samples to its partner laboratory.
- 5.8. FACT LABS shall represent any outsourced / subcontracted test by usage of a hashtag (#). A Hashtag alone shall indicate that the test is outsourced to an accredited lab. The hashtag and asterisk (#*) on the test method indicates the test is outsourced to a non-accredited laboratory.


6. Non-Accredited Tests

- 6.1. If a test method is not in the accredited scope, FACT LABS will clearly indicate this on the quotation and report by usage of an asterisk (*).
- 6.2. The Customer acknowledges that non accredited results do not carry the same accreditation status as accredited tests, and therefore will not bare any SANAS representation.

7. Reporting Results

- 7.1. Electronic test reports shall be issued to the Customer's authorized email address/es upon completion of testing and receipt of payment.
- 7.2. Hard-copy or sealed reports can be provided if specifically requested by the Customer.
- 7.3. Results apply only to the sample(s) submitted and tested and do not imply anything about other batches or product/s.
- 7.4. FACT LABS shall not provide statistical extrapolation or interpretation of trends beyond the values reported.
- 7.5. The test report shall list methods used and whether each method was accredited or not.
- 7.6. If certification to a particular standard is requested, such as SANS 241, the exact criteria must be provided in writing prior to testing, as per annexure C of this document.
- 7.7. Authorized contacts shall be documented within this agreement. Sample identifiers as well as any special instructions shall be documented within the Sample Submission form. FACT LABS reserves the right to update these terms (by written amendment) and will provide the Customer with any revised agreement for acceptance if changes in requirements occur such as ISO/SANAS requirements.

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8. Customer Responsibilities

8.1. Sample Quality and Information:

- 8.1.1. The Customer agrees that it is the their responsibility to ensure all samples supplied to FACT LABS are representative, properly labeled, and in sufficient quantity for the requested analyses, and further agrees that all information on the samples correspond with the sample submission form completed and signed by the customer.
- 8.1.2. Any information provided by the customer such as product composition, expected analytes etc. must be accurate.
- 8.1.3. A signed sample submission form shall be submitted by the customer stating the tests required for analysis. This could be sent by either e-mail or hand delivered with the samples, as per information provided for in annexure B of this agreement. FACT LABS shall thereafter confirm if the information is as per the customer contract submitted or as per written instruction from the designated contact person of the customer.
- 8.1.4. If there are any deviations, the customer should notify FACT LABS within 24 hours, and FACT LABS shall confirm if testing has commenced. Any changes requested by the customer may only be accepted if testing has not commenced.

8.2. Hazard Declaration:

- 8.2.1. The Customer must inform FACT LABS of any hazards (toxic, flammable, radioactive, etc.) associated with submitted samples.
- 8.2.2. FACT LABS shall not accept responsibility for injuries or losses arising from undeclared hazards.

8.3. Decision Rule:

- 8.3.1. If the Customer requires a statement of conformity such as a Pass/Fail judgment to a specification, the decision rule must be notified in writing in advance. These specifications shall be supplied by the customer prior to the commencement of testing, and may be either based on international/national standards or the customers in-house developed specifications.
- 8.3.2. The customer may complete Annexure C with any specification and decision rules required to be followed by FACT LABS
- 8.3.3. Opinions and interpretations (otherwise referred to as “comments”/“decision rules”), which include but not limited to statements of conformity, expressed by FACT LABS are outside the scope of SANAS accreditation.

8.4. Payment:

- 8.4.1. The Customer agrees to pay FACT LABS’s fees as quoted. Unless other terms are agreed upon, a 50% deposit is required before testing begins, with the balance due prior to report release.
- 8.4.2. Quotes are valid for 30 days. All invoices are payable within 30 days of receipt;
- 8.4.3. The Customer agrees that specific test methods may require confirmation under specific circumstances as a part of the methodology, as required by the ISO standards, for which the price may not be reflected on the original quotation and that this would therefore attract additional charges. FACT LABS shall indicate by means of a double asterisk (**) on the quotation which test methods may require confirmation.
- 8.4.4. FACT LABS shall not release results or interim data until payment is made in full.
- 8.4.5. Accepted payment methods are bank deposits or EFT only, as per FACT LABS banking information provided in Annexure B of this agreement.

9. Confidentiality and Data Protection

- 9.1. FACT LABS shall keep all information related to the Customer and its samples strictly confidential. ISO/IEC 17025:2017 requires that “all information is considered proprietary information and shall be regarded as confidential”.
- 9.2. FACT LABS shall not disclose any customer test results, sample descriptions or trade secrets to third parties without the Customer’s written consent, except as required by law.

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- 9.3. If disclosure is legally or contractually mandated, FACT LABS will notify the Customer in advance of the details to be released (unless prohibited by law).
- 9.4. All FACT LABS personnel (employees, contractors, auditors or consultants) who might access Customer information may sign confidentiality or non-disclosure agreements, upon the request of the customer.
- 9.5. Any information FACT LABS receives from other sources (e.g. regulatory bodies or third-party complainants) regarding the Customer shall also be treated as confidential.
- 9.6. Being an accredited laboratory, FACT LABS is audited by external personnel periodically, such as during a SANAS assessment, therefore FACT LABS shall release the customer's information with the strictest level of confidentiality. The customer may request FACT LABS to ask the auditor/assessor or any other receiving party to sign a confidentiality/non-disclosure agreement.
- 9.7. Information of the customer relating to responding to a complaint, shall not be released by FACT LABS unless prior instruction of the customer is received in writing by FACT LABS.

10. Impartiality and Conflicts of Interest

- 10.1. FACT LABS and its personnel shall perform all activities impartially. ISO/IEC 17025:2017 mandates that "laboratory activities shall be undertaken impartially and [the] laboratory shall be responsible for the impartiality of its laboratory activities".
- 10.2. FACT LABS shall not allow any financial, commercial or other pressures such as commissions, sales incentives or personal bias to influence test results.
- 10.3. Any actual or potential conflicts of interest such as consulting relationships or ownership stakes related to a test, shall be disclosed to the Customer immediately, and FACT LABS shall take measures to mitigate them – for example: assigning alternate personnel or subcontracting the test.

11. Liabilities and Indemnification

- 11.1. The Customer shall indemnify and hold harmless FACT LABS, against any claims or losses arising from its own negligence or breaches of this Agreement.
- 11.2. FACT LABS shall not be held liable for indirect, incidental, or consequential damages, such as lost profits or business interruption.
- 11.3. FACT LABS will not be liable for defects in the Customer's product or sample beyond the results provided.
- 11.4. Results supplied by FACT LABS applies only to the sample/s sent to FACT LABS by the customer, which were analysed or tested as received.
- 11.5. FACT LABS does not accept responsibility for any matters arising from the further use of these results.


12. Force Majeure and External Events

- 12.1. FACT LABS shall not be liable for any delay or failure to perform due to events beyond its reasonable control (force majeure), including natural disasters, war, civil unrest, pandemics, strikes, or similar events. In the event of suspension for such reasons, FACT LABS will resume services when practicable and adjust timelines or fees to account for additional costs incurred

13. Governing Law and Dispute Resolution

- 13.1. This Agreement is governed by the laws of the Republic of South Africa. Any dispute arising under this Agreement will be submitted first to good-faith negotiations between the parties. If unresolved within 30 days, the dispute may be referred to mediation, with a mediator as mutually agreed upon by the parties. Failure to reach a mutual resolve, may thereafter be referred to arbitration within South Africa. All notices under this Agreement shall be in writing and delivered to the addresses or emails listed within the annexures below.

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14. Amendments and Assignments

14.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior communications. Any modifications or waiver of these terms must be in writing and signed by both parties. FACT LABS may not subcontract, assign or transfer this Agreement (or any portion thereof) without the Customer's written consent, except that FACT LABS may subcontract specific tests as noted above. The Customer may not transfer its obligations or rights under this Agreement without FACT LABS's consent.

15. Sample Retention and Disposal

15.1. FACT LABS shall retain physical samples for a limited period (typically up to 30–90 days after reporting) to allow for potential re analysis. Unless otherwise arranged, samples will be disposed of in accordance with FACT LABS standard procedure – upon expiration of this retention period. Hazardous samples will be handled and disposed of in compliance with environmental and health regulations. Any request by the Customer for return of samples or extended storage must be made in writing.

16. Acceptance

16.1. By signing below, the authorized representatives acknowledge that they have read, understood, and accept all terms of this Agreement (Sections above). This Agreement (including any referenced Sample Submission form) is binding upon FACT LABS and the Customer, their successors, and assigns.

Company name	
Signature of Duly Authorized/designated person	
Date of signature	

SIGNED BY WITNESS


Company Name	
Witness Signature	
Date of Signature	

FOR FACT LABS OFFICE USE ONLY

FACT LABS have read the information and confirm that the customer contract form has been filled in correctly and the information required by FACT LABS is sufficient.

Company Name	
Signature of authorized/designated person	
Date of Signature	

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Annexure A: Authorised Customer Contacts and Company Information

THE CUSTOMER:			
AUTHORISED FOR REQUESTING AND RECEIVING TEST REPORTS			
Name		Designation	
Telephone Number		Cell Number	
E-mail Address			
ADDITIONAL AUTHORISED PERSON (WHERE APPLICABLE)			
Name		Designation	
Telephone Number		Cell Number	
E-mail Address			
AUTHORISED ACCOUNTS PERSON TO RECEIVE & PROCESS FACT LABS INVOICES			
Name		Designation	
Telephone Number		Cell Number	
E-mail Address			
DULY AUTHORISED TO SIGN THIS AGREEMENT			
Name		Designation	
Telephone Number		Cell Number	
E-mail Address			

Note: The Customer shall notify FACT LABS in writing of any changes to its company details or authorised representatives. All official communications (reports, invoices, and notices) will be directed to the designated contacts above only.

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Annexure B: Authorised FACT LABS Personnel & General Details

FACT LABS GENERAL DETAILS	
Laboratory Name:	Cosmetic Food Science Technologies CC (trading as FACT LABS),
Laboratory Address:	First Floor, 61 Hannah Road, Umbilo/Congella, Durban, KZN, South Africa
SANAS Accreditation Number:	T0314
Tel:	031 205 6410
VAT Number:	4600198776
Company Registration Number	1999/003838/23
AUTHORISED PERSONNEL CONTACT DETAILS: Customer Services Department	
Name:	Regina Rubaba
Email address:	services@factlabs.co.za
AUTHORISED PERSONNEL CONTACT DETAILS: Accounts Department	
Name:	Seema Rameshar
Email address:	accounts@factlabs.co.za
AUTHORISED PERSONNEL CONTACT DETAILS: Lab Administration	
Name:	Muhammad Paruk
Email address:	admin@factlabs.co.za
FACT LABS BANKING DETAILS	
Bank	First National Bank
Account Name	Cosmetic Food Science Technologies cc
Account Number	62046939958
Branch	Davenport
Branch Code	220226

Note: Use Quote/Invoice number & company name as reference when depositing.

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Annexure C: Customer specification and decision Rules

SPECIFICATION / STANDARD	DECISION RULE EMPLOYED	SAMPLE MATRIX
Eg: SANS 241	Eg: Requirements of SANS 241	Eg: Water

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