



1. Scope of application

- 1.1. The laboratory and research unit provides the organisation's laboratory services. The Finnish Food Authority's laboratories comply with the quality and management system in accordance with the ISO/IEC 17025 standard in their activities. The competence of laboratory activities and the accuracy of results have been verified by means of an assessment and accreditation granted by Finnish Accreditation Service (FINAS) in accordance with international criteria. The laboratory's accreditation code is T014 and its accreditation methods are described on the FINAS website ([link to the scope of accreditation](#)). The Finnish Food Authority's seed laboratory also has an accreditation granted by the International Seed Testing Association (ISTA).
- 1.2. These general delivery terms apply to the Finnish Food Authority's all laboratory services, unless a service-specific agreement has been prepared for services or the parties have agreed otherwise in writing.
- 1.3. An agreement prepared in accordance with these terms will enter into force once the Finnish Food Authority has approved an order concerning laboratory services. An order can be deemed approved when the Finnish Food Authority takes action to fulfil the order or approves it in writing. The Finnish Food Authority will deliver the results of ordered tests to the client in a final format confirmed by the laboratory. The results will be submitted using a certificate of analysis or in another manner specified by the laboratory.
- 1.4. If the client is a consumer, these terms of delivery shall apply unless the applicable consumer protection legislation stipulates otherwise to the benefit of the consumer.

2. Placing an order

- 2.1. An order will be placed by post or email using the purchase order form available on the Finnish Food Authority's website. The Finnish Food Authority does not have any obligation to proceed to provide laboratory services, unless the order is clear and includes all the information required.
- 2.2. Any terms provided by a client when placing their order that differ from these general delivery terms will not apply, as they will be rejected as terms differing from these delivery terms. Each order placed by a client and approved by the Finnish Food Authority will be treated as a separate agreement between the client and the Finnish Food Authority, unless otherwise agreed by the parties.
- 2.3. The Finnish Food Authority will have the right to charge management and administrative fees for any additional services requested by a client for their existing order. Requests for additional services may postpone the estimated delivery date.
- 2.4. By placing an order, the client warrants that:
 - a) the client has the right or authorisation required to place the order; and
 - b) the client has the right to deliver a sample to the Finnish Food Authority and provide the Finnish Food Authority with the relevant rights to the sample and other material delivered to the Finnish Food Authority.



3. Invoicing and payment terms

- 3.1. The client will provide the Finnish Food Authority with the information required for invoicing in the purchase order. The prices of laboratory services are determined in accordance with the price list available on the Finnish Food Authority's website.
- 3.2. The charges for laboratory services provided as performances under public law are based on the valid Decree of the Ministry of Agriculture and Forestry on the chargeable services provided by the Finnish Food Authority and the list of fees provided with the Decree. The provision of performances under public law is based on an act or decree. Charges for performances under public law are enforceable without any court order or decision (Act on Criteria for Charges Payable to the State (150/1992), section 11(1)).
- 3.3. The prices of paid laboratory services other than examinations under public law are determined on commercial grounds in the Finnish Food Authority's price list. Commercial examinations are provided at each client's separate request, and they are not based directly on requirements set out in an act or decree. The prices of commercial examinations determined in the price list are liable to value added tax.
- 3.4. The Finnish Food Authority will have the right to impose a surcharge for small invoices, the amount of which is determined in the price list.
- 3.5. The client may request laboratory services to be provided urgently, in which case an urgency surcharge will be charged for the services in addition to the listed price.
- 3.6. If the client requests the Finnish Food Authority to cancel an approved order, the Finnish Food Authority will charge a fee in accordance with the applicable price list.
- 3.7. The payment term is 30 days from the invoice date. Any comments on invoices must be presented within 14 days of the invoice date. Questioning the results of laboratory services will not entitle the client to defer their payment. Invoices must be paid through bank transfers.
- 3.8. The interest for late payments will be determined in accordance with the valid Interest Act. Collection costs will be charged from the client in accordance with realised costs, in addition to which the Finnish Food Authority will charge a collection fee in accordance with the price list.

4. The client's obligations in delivering samples or materials

- 4.1. The client will be responsible for ensuring that the information and material it provides for or through the Finnish Food Authority are correct and that the client has the right to disclose the information and material to the Finnish Food Authority.
- 4.2. The client will be responsible for taking the samples it delivers and for ensuring that the sample information it provides is correct. Samples and materials must be in such condition that laboratory services can be provided without any difficulties. If the Finnish Food Authority has issued written sampling instructions, the client will be responsible for ensuring that samples are taken in accordance with the Finnish Food Authority's instructions.
- 4.3. The Finnish Food Authority will have the right to examine samples and materials to verify their condition before providing laboratory services. If the preliminary examination shows that the ordered laboratory services cannot be provided, the Finnish Food Authority will have the right to not provide the laboratory services.



- 4.4. The client will be responsible for ensuring that the samples delivered to the Finnish Food Authority are packaged in such a way that they do not present any risk to the Finnish Food Authority's facilities, equipment or personnel. The client will be responsible for notifying the Finnish Food Authority's personnel of any health and safety concerns related to samples. The client will be responsible and liable to compensate for any costs, losses and injuries that the client's samples or materials cause for the Finnish Food Authority or its personnel.
- 4.5. The client will be responsible for ensuring that the delivery and invoicing addresses and contact information it has provided are correct. If this information is incorrect, the Finnish Food Authority will have the right to charge the working hours required to identify correct information from the client.
- 4.6. The client is obligated to pay for the analysis services it has ordered from the Finnish Food Authority using a purchase order, as well as for summaries, any costs arising from sampling equipment, and the postage for samples, unless the postage was paid when the samples were sent. The client will be responsible for the payment of the laboratory services they have ordered and any other costs related to the services, even if the client had named a third party as a payer in their order.

5. Ownership of sample materials and the results of laboratory services, and the storage of samples

- 5.1. The ownership of the results of laboratory services provided by the Finnish Food Authority for the client will remain with the Finnish Food Authority until the client has paid all respective invoices in full. The Finnish Food Authority will have the right to suspend the processing of the client's order at any time and stop delivering laboratory services to the client if the client has not paid an amount fallen due to the Finnish Food Authority.
- 5.2. Samples and other materials related to and resulting from a commissioned test delivered to the Finnish Food Authority will be transferred to the control and ownership of the Finnish Food Authority.
- 5.3. The Finnish Food Authority can use the samples and materials delivered to it, the results of laboratory services, and other information and research data obtained during the provision of laboratory services in its internal activities, as part of public authority or reference laboratory activities, and in scientific research.
- 5.4. The Finnish Food Authority has the right to store, use and publish all results of laboratory services in such a format from which the client cannot be identified. The Finnish Food Authority has the right to transfer the results of laboratory services, samples, and other information and research data related to the provision of laboratory services to third parties in such a format from which individuals, companies or other units cannot be identified. If applicable law sets mandatory restrictions on the further use and processing of samples taken as part of official supervision or delivered to the Finnish Food Authority's laboratory, or the results obtained from them, the Finnish Food Authority will comply with the statutory requirements.
- 5.5. The Finnish Food Authority may discard or destroy samples immediately after the provision of laboratory services, unless it has a statutory obligation to retain the samples or unless the Finnish Food Authority and client have agreed upon the storage of samples and related



terms in writing. Furthermore, the Finnish Food Authority may discard or destroy samples after the agreed storage period without any obligation to notify the client.

5.6. The name of the Finnish Food Authority laboratory is not to be used in the marketing of products or services without a separate agreement.

6. Obligation to provide information about examination results

6.1. The Finnish Food Authority's laboratory services may, in certain situations, have a statutory obligation to notify the competent authorities of the results of laboratory examinations. Such an obligation may exist if the results of laboratory services indicate that a risk is directed at the health of people, animals or plants, or at the environment, or that non-compliance with provisions is probable.

7. Responsibilities

7.1. The Finnish Food Authority will provide laboratory services in accordance with up-to-date technologies developed by the Finnish Food Authority and used generally in each field of research. The Finnish Food Authority will not be responsible for any losses that couldn't have been predicted using the knowledge or technologies available during the provision of services.

7.2. Furthermore, the Finnish Food Authority will not be responsible for any errors or deficiencies in laboratory services that arise from a sample provided by the client for the Finnish Food Authority or from the client's non-compliance with the Finnish Food Authority's sampling or delivery instructions. The Finnish Food Authority will not be responsible for any damage to samples during transport. The Finnish Food Authority will process and store samples with commercially reasonable diligence. The Finnish Food Authority will not be responsible for any delays in the provision of laboratory services.

7.3. The client will be responsible for the appropriate delivery of samples or materials to the Finnish Food Authority. Furthermore, the client will be responsible for the safety, packaging and insurance of samples until they have been delivered to the Finnish Food Authority's facilities or laboratory. The client will be responsible for ensuring that samples sent to the Finnish Food Authority are safe and stable. The client must always notify the Finnish Food Authority in writing and attach a clear label to samples and their packaging if samples are hazardous or carry a high risk.

7.4. The contractual relationship is exclusively between the client and the Finnish Food Authority, unless the parties agree otherwise in writing. If the client requests in the purchase order that the results of laboratory services will be provided as information for third parties, the Finnish Food Authority will also send the results to the named third parties. The client will be responsible for ensuring that the contact details of these third parties are correct.

7.5. If the client publishes the results of laboratory services, the client will be responsible for all consequences resulting from the disclosure of the results to third parties and from the third parties relying on the results. The client will release the Finnish Food Authority from all liability to pay compensation resulting from the disclosure of results or third parties relying on the results.



- 7.6. Both parties will have the right to receive compensation for direct losses resulting from the contractual breach of the other party. The Finnish Food Authority will not be responsible for any indirect losses, including the loss of production or operating profit.
- 7.7. If the results of the Finnish Food Authority's laboratory services consist of a statement mentioned to be based on an estimate, the Finnish Food Authority will not be responsible for any losses or damage, even if they were proven to result from the Finnish Food Authority's error or negligence.
- 7.8. The Finnish Food Authority's liability to pay compensation for the laboratory services it provides under these terms will be limited, in all cases, to the total price of the laboratory services in question.
- 7.9. Limitations to the liability to pay compensation under these general terms will not apply to situations where either party has caused intentionally or through gross negligence.
- 7.10. The Finnish Food Authority will not be responsible for losses or damage for which a written claim is not presented within one (1) year of the provision of the services on which the claim is based.
- 7.11. Any comments on the results of laboratory services will be processed. The laboratory will notify the client of the results of such processing and provide the client with any corrected or supplemented results. If required, the laboratory can agree with the client on repeating the analysis.

8. Data protection and confidentiality

- 8.1. As a public entity the Finnish Food Authority complies with the confidentiality and publicity provisions of the Act on the Openness of Government Activities (621/1999) and other legislation. Information and results relating to commercial commissioned laboratory services are not official documents in the public domain.
- 8.2. The Finnish Food Authority will take commercially reasonable action to keep the client's confidential information confidential in accordance with applicable law. However, the Finnish Food Authority is obligated to comply with its obligations set in Section 8.1. The client will be responsible for ensuring that it has marked its confidential information sufficiently in the material delivered to the Finnish Food Authority.
- 8.3. The confidentiality obligation does not prevent confidential information from being disclosed to the authorities based on an act, decree or government regulation.
- 8.4. The certificate of analysis is a whole that the client is not allowed to publish in part. A separate agreement on any partial publication must be made with the laboratory.
- 8.5. The client does not have the right to publish the laboratory results in any scientific publications, unless otherwise agreed in writing.
- 8.6. The Finnish Food Authority will have the right to save and process personal and commercial data obtained from the client, regardless of whether the data has been obtained directly from the client or third parties.
- 8.7. The Finnish Food Authority processes datasets with high quality and security as defined in the Act on Information Management in Public Administration (906/2019). The Finnish Food Authority will ensure that the processing of personal data for which it is responsible is in compliance with the valid data protection legislation. More information about the



processing of personal data by the Finnish Food Authority is available in the Finnish Food Authority's [data protection statement](#).

9. Applicable law

9.1. These general delivery terms are governed by Finnish law, except for provisions on the international choice of law.