

# TERMS AND CONDITIONS

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## 1. Introduction

These Terms and Conditions govern all laboratory testing and related services provided by Wemmershoek Diagnostic Laboratory ("the Laboratory") to the client. By accessing this website and/or submitting samples to the Laboratory, the Client agrees to be bound by these Terms and Conditions.

2. Scope of Services: The Laboratory provides analytical testing and related services in accordance with accepted scientific and industry standards applicable in the Republic of South Africa.

## 3. Sample Submission and Client Responsibilities

3.1 The Client must ensure that the correct sample type and sufficient sample quantity are supplied in order for the Laboratory to perform the requested tests.

3.2 Samples must be collected, labelled, stored, packaged, and transported in accordance with the Laboratory's instructions, relevant standards, and applicable South African legislation.

3.3 The Laboratory reserves the right to reject any samples that are incorrect, insufficient, improperly labelled, contaminated, damaged, or otherwise unsuitable for analysis.

3.4 The Laboratory shall not be held responsible for delays, additional costs, or inability to perform testing arising from incorrect or insufficient samples supplied by the Client.

## 4. Testing and Results

4.1 Test results relate only to the samples received and tested by the Laboratory.

4.2 Results are reported in good faith and reflect the condition of the samples at the time of analysis.

4.3 The Laboratory does not guarantee that results are fit for any specific purpose unless expressly agreed to in writing.

## 5. Turnaround Times

5.1 Any turnaround times provided are estimates only and are not guaranteed.

5.2 The Laboratory shall not be liable for delays caused by factors beyond its reasonable control, including but not limited to equipment failure, reagent availability, or sample-related issues.

## 6. Fees and Payment Terms

6.1 Fees are charged in accordance with the Laboratory's current price list.

6.2 The Laboratory reserves the right to increase its prices without prior notice.

6.3 Invoices are payable within thirty (30) days from the invoice date, unless otherwise agreed in writing.

6.4 The Laboratory reserves the right to suspend services, withhold results, or refuse further work where payment terms are not met.

6.5 The Client shall be liable for all reasonable costs incurred in recovering overdue amounts, including legal costs on an attorney-and-client scale, where applicable.

## **7. Cancellations and Amendments**

7.1 Once testing has commenced, test requests may not be cancelled.

7.2 Any amendments to requested tests may result in additional charges and revised turnaround times.

## **8. Confidentiality and POPIA**

8.1 The Laboratory undertakes to treat all Client information, samples, and results as confidential.

8.2 Personal information shall be processed in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA).

8.3 Information may be disclosed where required by law, regulation, or court order.

## **9. Limitation of Liability**

9.1 To the maximum extent permitted under South African law, the Laboratory's liability for any claim arising from its services shall be limited to the value of the tests performed on the relevant sample.

9.2 The Laboratory shall not be liable for any indirect, consequential, or economic loss, including loss of profit, business, or opportunity.

## **10. Force Majeure**

The Laboratory shall not be liable for any failure or delay in the performance of its obligations due to events beyond its reasonable control, including but not limited to natural disasters, strikes, power outages, or governmental actions.

## **11. Website Use**

11.1 The content of this website is provided for general information purposes only and may be updated without notice.

11.2 The Laboratory does not guarantee the accuracy or completeness of website content and shall not be liable for reliance placed on such information.

## **12. Governing Law and Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, and the South African courts shall have jurisdiction.

## **13. Acceptance**

Use of this website and/or submission of samples to the Laboratory constitutes acceptance of these Terms and Conditions in full.