Wynland Laboratorium PTY (LTD)

 28 Main Road

 Wellington

 7655

 Dear Valued Customer:

Thank you for the opportunity to serve your testing needs. Wynland Laboratories provides a full-service resource for microbiological and chemistry testing. Your satisfaction is extremely important to us and remains our primary objective. Wynland Laboratories strives to provide every customer with expert resources, unsurpassed customer service and accurate, reliable results.

We are pleased to provide:

* Assistance with only one phone call or email
* Free Courier Service in designated areas daily from Monday to Friday
* Secure LIMS Data Test Reporting

Wynland Laboratories is proud to be an affiliate of NvirtoTek Labs, expanding our portfolio with new international proven methods and services i.e. organic – and inorganic chemistry.

Please be sure to visit our website, [www.wynlandlab.co.za](http://www.wynlandlab.co.za), for more information.

Sincerely,

Wynland Laboratory Manager



 Dr. Karin Conradie

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|  **TERMS & CONDITION AGREEMENT** |

**LABORATORY TESTING SERVICES STANDARD TERMS AND CONDITIONS**. The laboratory analytical services (sample collection, analysis and sub-contracted laboratory services, are referred to herein collectively as the "Lab Services") provided by Wynland Laboratorium (PTY) LTD (“WL”) to you, the client, are subject solely to the terms and conditions stated herein. Any services other than the Lab Services provided by WL to you, whether advice, reviews or other services are also subject solely to the terms and conditions stated herein, and such services and the Lab Services are collectively referred to as the "Services". The terms and conditions stated herein (this “Agreement”) shall control in the event of any conflict with any other written document.

**CONFIDENTIALITY**. WL agrees to maintain in confidence all your proprietary and non-public materials, data, reports, plans, records, technical and other information and to use such confidential information only for the purpose of performing analyses of samples and providing reports on our findings to you. WL shall protect your confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as WL uses to protect its own confidential information of a like nature. In any instance where information is subpoenaed by and must be released to a government agency or is otherwise required to be disclosed pursuant to law or regulation, to the extent permitted by law, you will be promptly notified. Where information must be released to accessors during scheduled or unscheduled SANAS audits, a confidentiality agreement will be signed by the accessors. You agree not to use the Wynland Laboratorium (PTY) LTD. name, and/or any data or report provided by WL in any manner which might cause harm to WL’s reputation and/or business, including without limitation any misrepresentation of the content of such reports. Any report or data provided to you by WL shall not be reproduced, except in full. Under no circumstances is the name of Wynland Laboratorium/Laboratories to be published by you either alone or in association with that of any other party, without the prior written approval of WL.

**COMPLAINTS**. Wynland Laboratories have a formal complaint handling process. All complaints shall be communicated to the Laboratory manager or via e-mail to micro@wynlandlab.co.za or chem@wynlandlab.co.za. A description of the handling process for complaints are available on request.

**PAYMENT TERMS**. Payment in advance is required for all clients except those whose credit has been established with WL. For clients with WL approved credit, our standard terms are strictly 30 days from invoice/statement date. On all amounts owing by the Applicant longer than 30 (thirty) days from date of the month statement, compounded interest will be charged at WL’s Banker’s prime rate plus 19.75%, calculated on the balance of the outstanding amount. Provided, however, that nothing contained herein shall be interpreted as obliging WL to afford the Applicant any such indulgence to effect payment after due date. The invoice shall be handed over to Wynland Laboratory’s attorneys for further action after 90 calendar days of non-payment. Any deviation in payment terms must be agreed to in writing. WL has the right to ask for payment in advance if the established payment terms are not adhered to. WL reserves the right to cease all work if you do not pay your invoice(s).

**BILLING**. All fees are charged or billed directly to you. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Billing of a third party will not relieve you of payment responsibility and liability in the event the third-party defaults in payment for Services rendered. It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to WL in writing. If changes are made after the originally requested testing is initiated or has been completed, you shall be responsible for paying charges related to such testing.

**DELIVERY AND TRANSPORT OF SAMPLES**. Transport of perishable product will be kept in controlled refrigerated containers. If you desire an alternative way of storage, such request must be made in writing. Upon timely delivery of samples, WL will use its good faith efforts in meeting standard turnaround times. Food Samples that are brought to the lab for analysis before 15:45 (on Fridays before 15:30) will be analysed the same day (depending on the type of sample and on media and stock availability).  Food samples that are brought after 15:45 can only be analysed early the next day (within 24h).

 Water samples that are brought to the lab for analysis before 15:30 (and on Fridays before 15:00) will be analysed the same day (depending on the type of sample and stock availability). Water samples that are brought after 15:30 can only be analysed early the next day (within 24h). To ensure sample stability, all samples that cannot be analysed immediately will be preserved at 4°C (±4°C) until analyses.

 The risk of loss or damage to the sample during shipment remains with you. WL will advise you of samples which are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by WL at the time possession of the sample is delivered to an employee of WL; however, WL's sole responsibility in the event of such loss or damage shall be to pay for the cost of delivering a substitute sample. WL reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of WL is likely to pose any unreasonable risk in handling and/or analysis. You represent and warrant that any sample containing any hazardous substance which is to be delivered to WL will be packaged, labelled, transported, and delivered in accordance with applicable laws.

**PRODUCT RECALL**. You acknowledge and agree that you accept sole responsibility for and agree to hold WL harmless from any claims (whether direct or from third parties) or liabilities arising from a product recall, including any product recall based on tests performed by WL, to the extent permitted by law.

**QUALITY ASSURANCE**. WL is an ISO 17025 accredited laboratory (T0349) and any changes to accreditation or scope applicable to the client will be communicated to. WL will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures, that includes continuous evaluation of staff’s competency, inter – and intralab testing, reporting accurate and legible results. All staff have the necessary resource, skills, expertise and experience to carry out services. WL permits visits and audits of the client at WL’s facility prior signing a confidentiality agreement. It shall be your exclusive responsibility to confirm that WL’ standard practices will meet your needs prior to placing an order for work. If you desire an alternative to these standard practices, such request must be made in writing and agreed to in writing by WL prior to sample acceptance.

**IDENTIFICATION AND RETENTION OF SAMPLES**. Upon receipt samples are uniquely identified with a LIMS generated sample ID. Sample ID number is retained though out the life of the sample, ensuring sample and results are controlled. After the analytical results have been reported, samples are routinely retained in our storage facilities between 7 and 14 days, after which the samples may be destroyed. Prior arrangements must be made if

samples are to be held for longer periods or returned to you. WL may charge a monthly fee for long-term storage

**INTERPRETATION OF RESULTS FOR MICROBIAL ANALYSIS:** CFU = COLONY FORMING UNITS.When reporting a result where no organisms are detected, it will be reported as No Growth (NG). When microbial count has reached the upper countable range of the test method (> 3000 or > 7000), the counts are reported as greater than (>) or likewise Too Numerous to Count (TNTC).

*NOTE:*

* *The reporting standard dictates that you cannot report zero, but that you need to report <1.*

*Since samples are diluted for testing purposes, this dilution also needs to be considered when reporting the result.* For example, where no colonies are detected in a dilution of 1:10, the result would equal <10. No Growth will be defined as < 1 cfu/g/ml (Food), < 9 cfu/swab, < 1 cfu/airplate, < 1 cfu/ml/100ml/250ml (Water).

*Refer to the extract from ISO 7218, ‘Microbiology of Food and Animal Feeding Stuffs — General Rules for Microbiological Examinations’. Where counts exceed the recommended countable range, but can be counted by dilutions, the result will be reported with an ‘E’(Estimate) to indicate that the count is outside of the recommended countable range.*

* *Certain reference methods stipulate that samples with presumptive positive results require further confirmation. Confirmation is therefore an obligation to complete the method and report the result as present/absent. Results which have no presumptive colonies are complete according to the method. No further confirmation can be performed, and no additional result or charge for confirmation is therefore needed for these samples. The results, and the additional cost associated with performing the confirmations are therefore separated.*

**INTERPRETATION OF RESULTS FOR CHEMICAL ANALYSIS**: When reporting results where the results are outside the range of specific method, results will be report as < x mg/l. If known, provide specification of samples to consider the Limit of Detection – and Quantification of tests.

**OBLIGATION TO PROVIDE SERVICES**. Regarding account holders: WL shall only be obligated to perform those Services for which it has accepted an order submitted by you, subject to WL'S right to cease performing the Services due to failure to pay invoices when due. **HAZARDOUS MATERIALS**. Unused portions of samples found or suspected to be hazardous or to contain hazardous materials according to state or federal guidelines may be returned to you upon completion of the analytical work. The cost of returning the sample may be invoiced to you. The sample and portions thereof always remain your property.

**SAMPLE CONTAINERS**. WL may provide sample containers and cotton swabs upon request. WL reserves the right to charge a fee for sample containers or swabs. **RETENTION OF REPORTS**. WL ordinarily retains hard copies of analytical reports and electronic copies for a period of 5 years, after which time the reports may be destroyed. WL reserves the right to charge a fee for reports required after it has previously been released to the client.

**LIMITED WARRANTY AND LIMITS OF LIABILITY**. WL warrants that it will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures. WL warrants that it will perform the appropriate test, for the sample as submitted, and will either (i) follow all procedures consistent with ISO 17025 and the manufacturer of the testing kits, or (ii) if directed by you, follow the specific procedures specified by you in the Sample Request Form.

The parties recognize that it is possible for a test kit to produce an inaccurate result even if all procedures are properly followed, and therefore WL cannot warrant that the test kits will produce accurate results when all procedures are properly followed. The client accordingly indemnifies WL against any loss or damage the client (or any third party) may suffer as a result of an inaccurate result being produced by WL. The client irrevocably waives any claim for damages against Wynland it may have or become entitled to as a result of any service performed by WL.

Please sign below that you have read and understand the above stated, and you authorize WL to review results and client information with only those listed as contacts on this form.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **TEST METHODS – Microbiology**  |

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|  | **WATER** | **METHOD CODE**  | **STANDARD METHOD NAME**  |
|  | Plate count / Heterotrophic plate count | W102 | SANS ISO 5221  |
| \* | Yeast and Mould | W103 | SABS ISO 7954 |
|  | E coli | W106 | SANS ISO 5221 |
|  | Total Coliforms | W104 |
|  | Faecal Coliforms | W123 |
|  | Pseudomonas aeruginosa | W124 | ISO 16266 |

 **& CONDITION AGREEMENT**

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|  | **FOODSTUFF, FEEDING, SWABS and SOIL** |  |  |
|  | Plate count/ Total Viable count | W101 | SANS ISO 4833 |
|  | Yeast and Mould | W103 | SABS ISO 7954 |
|  | Lactic acid bacteria | W109 | SANS ISO 15214 |
|  | E coli | W110 | SANS ISO 16649 |
|  | Total Coliforms | W105 | SANS ISO 4832 |
|  | Listeria spp. Detection | W107 | SANS ISO 11290 -1 and 2 Nordval 022  |
|  | Listeria Mono Detection | W107 |
|  | Listeria Mono Enumeration (Count) | W107 |
|  | Enterobacteriaceae  | W113 | SANS ISO 21528-2 |
|  | Enumeration of Presumptive Staphylococcus aureus | W120 | SANS ISO 6888-1 and 2  |
|  | Detection of Presumptive Salmonella spp. | W121 | SANS ISO 6579 |
|  | Enumeration of Presumptive Bacillus cereus  | W114 | SANS ISO 7932 |
| \* | TAB | W130 | IFU 12 |
|  | Clostridium Perfringens | W117 | SANS ISO 7937 |
| \* | Heat Resistant Mould | W015 |  |
| \* | Fusarium | W016 |  |
| \* | Osmophilic Yeast | W034 |  |
| \* | Pseudomonas spp. | W035 |  |
| \* | Lactobacillus Enriched | W111 |  |
| \* | Yeast Enriched | W112 |  |
| \* | Preservative Resistant Yeast | W049 |  |
| \* | E.coli 0157 | W058 | ISO 16654 |

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|  | **WINE** | **METHOD CODE**  | **STANDARD METHOD NAME**  |
|  | TMA/Sterility Total Microbial Activity  | W108 | SASEV Method  |
| \* | Neubauer Cell Count | W021 |  |
| \* | Microscopic Evaluation | W021 |  |
| \* | Lactic acid bacteria | W109 |  |
| \* | Acetic acid bacteria | W005 |  |

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|  | **SETTLEMENT PLATES**  |  |  |
| \* | TPC | W101 | SANS ISO 4833 |
| \* | Yeast & Mold | W103 | SABS ISO 7954 |
| \* | Coliforms | W105 | SANS ISO 4832 |
| \* | E.coli | W110 | SANS ISO 16649-2 |

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| **TEST METHODS – Chemistry**  |

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|   | **WATER**  | **INSTRUMENT**  | **METHOD CODE** | **STANDARD METHOD NAME** |
|  | pH | pH meter | C101 | EPA 150.1  |
|  | EC | Conductivity | C105 | ISO 7888:1985  |
| \* | COD | COD Reactor | C108 | ISO 1575 |
| \* | TDS | Conductivity | C105.1 | Spectrophotometer reading |
| \* | SS | Gravimetric | C119 | Spectrophotometer reading |
| \* | CO3 | Titration | C111 | EP A600 / 4-7 9-020  |
| \* | HCO3 | Titration | C111 | EP A600 / 4-7 9-020  |
|  | Total Alkalinity (CaCO3) | Titration | C111 | EP A600 / 4-7 9-020  |
| \* | Cl- | Spectrophotometer | C110 | EPA 325.1  |
| \* | F- | Spectrophotometer | C107 | EPA 340.3  |
| \* | SO42- | Spectrophotometer | C103 | EPA 375.4  |
| \* | NH4-N | Spectrophotometer | C109 | lSO7150/1  |
| \* | NH4+ | Spectrophotometer | C109 | lSO7150/1  |
| \* | NO3-N | Spectrophotometer | C106 | DIN 38405 D9  |
| \* | NO2-N | Spectrophotometer | C121 |  |
| \* | PO4-P | Spectrophotometer | C104 | ISO 6878  |
|  | Ca | ICP-AES | C102 | EPA 6010D |
|  | K | ICP-AES | EPA 6010D |
|  | Mg | ICP-AES | EPA 6010D |
|   | Na | ICP-AES | EPA 6010D |
|   | B | ICP-AES | EPA 6010D |
|  | Cu | ICP-AES | EPA 6010D |
|   | Fe | ICP-AES | EPA 6010D |
|   | Mn | ICP-AES | EPA 6010D |
|   | Zn | ICP-AES | EPA 6010D |
| \* | Al | ICP-AES | EPA 6010D |
| \* | As | ICP-AES | EPA 6010D |
| \* | Cd | ICP-AES | EPA 6010D |
| \* | Cr | ICP-AES | EPA 6010D |
| \* | Hg | ICP-AES | EPA 6010D |
| \* | Ni | ICP-AES | EPA 6010D |
|   | **WATER**  | **INSTRUMENT**  | **METHOD CODE** | **STANDARD METHOD NAME** |
| \* | Pb | ICP-AES | C102  | EPA 6010D |
| \* | Sb | ICP-AES | EPA 6010D |
|  \* | Se | ICP-AES | EPA 6010D |
| \* | V | ICP-AES | EPA 6010D |
| \* | Sn  | ICP-AES7 | EPA 6010D |
| \* | Co | ICP-AES | EPA 6010D |
| \* | Turbidity | Spectrophotometer | C116 | Spectrophotometer reading |
| \* | Phenols | Spectrophotometer | C142 | Spectrophotometer reading |
| \* | Colour | Spectrophotometer | C131 | Spectrophotometer reading |
| \* | Monochloramine (NH4-Cl) | Spectrophotometer | C140 | Spectrophotometer reading |
| \* | Chlorine (Cl2) | Spectrophotometer | C110 | ISO 7393-2 |
| \* | Cyanide (CN-) | Spectrophotometer | C115 | ISO6703 |
| \* | NAV | Calculation | C120 |  |
| \* | Langelier Saturation Index | Calculation | C122C |  |
| \* | Ryznar Stability Index | Calculation | C149 |  |
| \* | Hardness | Calculation |  |  |
|   | **PLANT**  | **INSTRUMENT**  | **METHOD CODE** | **STANDARD METHOD NAME** |
|  | Ca | ICP-OES |  C102  | EPA 6010C |
|  | K | ICP-OES | EPA 6010C |
|  | Mg | ICP-OES | EPA 6010C |
|  | Na | ICP-OES | EPA 6010C |
|  | B | ICP-OES | EPA 6010C |
|  | Cu | ICP-OES | EPA 6010C |
|  | Fe | ICP-OES | EPA 6010C |
|  | Mn | ICP-OES | EPA 6010C |
|  | Zn | ICP-OES | EPA 6010C |
| \* | P | ICP-OES | EPA 6010C |
| \* | S | ICP-OES | EPA 6010C |
| \* | Mo | ICP-OES | EPA 6010C |
|   | **Soil** | **INSTRUMENT**  | **METHOD CODE** | **STANDARD METHOD NAME** |
|  | Ca | ICP-OES |   C125 | EPA 6010C |
|  | K | ICP-OES | EPA 6010C |
|  | Mg | ICP-OES | EPA 6010C |
|   | Na | ICP-OES | EPA 6010C |
|   | B | ICP-OES |  C126 | EPA 6010C |
|  | Cu | ICP-OES |   C125 | EPA 6010C |
|   | Fe | ICP-OES | EPA 6010C |
|   | Mn | ICP-OES | EPA 6010C |
|   | Zn | ICP-OES | EPA 6010C |
| \* | P | ICP-OES | EPA 6010C |
| \* | S | ICP-OES | EPA 6010C |
|  | pH | pH meter | C101.1 |  |
|  | EC | Conductivity meter | C105.2 |  |
|  | TOC | Titration | C124 | Walkley Black  |

\*Not SANAS Accredited