

## **Appendix 2 – Shellfish Testing Service - Special Terms and Conditions**

The following additional terms and conditions apply, in addition to the Cefas Standard Terms of Sale:

### **1. Sample submission instructions**

- 1.1 The sample submission instructions set out at Annex A must be adhered to.
- 1.2 Cefas can reject any sample which, on arrival, is in such a condition as to render analysis difficult or impossible. In such a case, the Customer may, at its own expense, submit a further sample for testing. Alternatively, Cefas shall charge an administrative fee.

### **2. Delivery of samples**

- 2.1 The Customer must include, with any sample, a Sample Submission Form as instructed in Annex A.

### **3. Ownership of samples**

- 3.1 No samples shall be returned to the Customer.
- 3.3. Cefas reserves the right to use any samples for their own research purposes. In such a case, the Customer shall have no further liability for the samples in Cefas' possession.

### **4. Testing and Results**

- 4.1 The test results apply solely to the sample provided at the time of testing. Consequently, Cefas cannot accept any liability for any future illnesses associated with bivalve shellfish from a production area where the determinants tested by the Supplier are reported as not detected in a sample in the past.
- 4.2 All samples will be anonymised by the Customer who will allocate a unique identifier to each sample to prevent laboratory staff from being able to identify the geographical origin of the sample.
- 4.3. On receipt at the Cefas Weymouth laboratory, all samples will be assessed for their suitability for testing and given a unique sample reference number which the Customer will be informed of.
- 4.4 Cefas will only accept samples for testing if they have been assessed as suitable for testing on receipt at the laboratory and if the shellfish matrix and testing requirements for the sample(s) comply with the sample submission conditions specified in Annex A. An administration fee will apply for each sample rejected by the laboratory.
- 4.5 All samples will be tested in accordance with the test methods which comply with the UKAS accreditation for testing laboratories (Schedule No 2293). Any deviations or departures from this standard will be notified to the Customer.

- 4.6. Ownership of the test results shall pass to the Customer on reporting however Cefas shall retain the right to store and utilise the duly anonymised test results.
- 4.7. Results from tests which have been validated, but not yet accredited may not be used for end product testing purposes in order to comply with EC Regulation 853/2004. However, such results may be used for risk assessment purposes.

## **5. Confidentiality**

- 5.1 As a government agency, Cefas is under an obligation to support the Government's consumer protection law and policy. Consequently, in the unlikely event that Cefas becomes aware of a non-compliant product being placed on the market, Cefas will be under an obligation to inform the relevant competent authority.