Terms & Conditions

1. DEFINITIONS

The following terms and definitions shall be relevant for the reading of these Terms and Conditions:

'Client' shall be deemed to be a person and/or organisation including a representative, agent or employee of the person and/or organisation entering into a service agreement with FACTS..

'**FACTS**' (Food and Allergy Testing Services) provides food and allergy testing services to the client and shall be construed to encompass its officers, agents, representatives and employees.

'**Services**' shall be deemed to consist of the following:

a) '**Allergen Testing**' means tests to detect and quantify allergens in foodstuffs, beverages and related products; and/or
b) **'DNA Testing'** means DNA-Based Species Detection and/or Identification to detect and/or identify animal species in foodstuffs, beverages and related products; and/or
c) **'Microscopic Assessment / Identification of Herbs and Spices'** means the microscopic or histological identification of herbs and/ or spices; and/or
d) '**Outsource Testing'** means analyses which are not routinely conducted by the FACTS laboratory, and are sent to competent laboratories; and/or
e) '**Labelling Consulting**' means evaluating a foodstuff's product label compliance with regard to the applicable legislation; and/or
f) '**General Consulting**' means an report/opinion provided by FACTS based on information required by the client which falls within FACTS' areas of expertise regarding, among other things, the interpretation of certain regulations, standards, procedures, and/or allergen risk assessment tools; and/or
g) '**Labelling Regulatory Training'** means training provided on certain regulations and standards which pertain to food product labelling in South Africa; and/or
h) '**Allergen Training'** means training provided to Management and/or Factory Workers teaching principles for the purpose of handling food during production in order to reduce the risk of allergen cross contact within the food manufacturing facility.

"Sample" shall be deemed to be (but not limited to) a sample of the final product / intermediate product / raw material / ingredient / rinse water / flush samples / swabs collected and brought to FACTS for testing.

2. APPLICABILITY

2.1 The following Terms and Conditions constitute the sole basis for any and all agreements / contracts regarding services provided by FACTS.

2.2 FACTS shall not accept any: conflicting; variant; subsidiary; or, deviant conditions unless such conditions are expressly agreed to in writing.

FACTS will provide services using reasonable care and skill and in accordance with the Client's instructions and/or requirements. In the absence of such instructions and/or requirements FACTS will provide services using any relevant custom, usage or practice; and/or methods as FACTS shall consider appropriate on technical, operation and/or financial grounds.

3. TESTING SERVICES:

3.1 ALLERGEN AND/OR DNA TESTING AND/OR MICROSCOPIC ASSESSMENT / IDENTIFICATION OF HERBS AND SPICES

3.1.1 FACTS, through its laboratory division, conducts:

a) tests to detect and quantify allergens in foodstuffs, beverages and related products; and/or
b) DNA tests to detect and/or identify animal species in foodstuffs, beverages and related products.

3.1.2 FACTS, through a specialist in Microscopic Assessments offers the identification of certain Herbs and Spices is based on reference material which provides information on individual spice structures, characteristic shapes and sizes, crystal structure and colour.

3.1.3 FACTS can only report on the results of the tests performed on the sample received. FACTS in no way warrants, represents or implies that the rest of the same batch which has not been tested will achieve a similar test result if tested.

3.1.4 All analytical work is conducted professionally, in accordance with all applicable standard laboratory practises. The data contained in the report reflects FACTS best attempt to generate accurate results for the specific sample(s).

3.2 SAMPLES

A. General

i) All samples submitted by clients must be accompanied by an acceptance note completed by an authorised person, containing comprehensive and accurate information.
ii) Samples of the products to be tested are given by the client to FACTS and it is the responsibility of the client to perform sampling that is random and representative of the specific batch
iii) It is the responsibility of clients to inform the laboratory of additional information pertaining to samples submitted, such as; specific storage conditions, high sugar content, high fat content, hydrolysed / fermented product, alcohol content, etc.
iv) Where applicable, the batch numbers of the samples must be provided
v) FACTS offers testing, as reflected in our testing catalogue on food and related products.
vi) FACTS is SANAS accredited for selected methods per its schedule of accreditation available on the SANAS website (http://www.sanas.co.za/schedules/testing/T0681-01-2016.pdf)
vii) All information pertaining to the clients is strictly confidential.
viii) All testing is done in duplicate, with the exception of swab samples, which are tested in single.
ix) FACTS will issue the Test Report containing test results per sample per analysis requested.

x) Test reports will be dispensed to the person whose contact details appear in the space provided ("Technical contact person") on the acceptance note.
xi) Reports can be issued on a continual basis to additional persons upon written request by the organisation.
xii) FACTS assumes responsibility for the safekeeping of samples submitted by clients, from the time of receipt up until the time of disposal.
xiii) Perishable samples will be disposed of once the Test Report has been generated.
xiv) Non-perishable samples will be disposed of 10 days after the Test Report has been generated.

B. Sampling and amount of sample

i) FACTS Laboratory does not perform sampling on behalf of clients.
ii) It is the sole responsibility of the client to perform sampling that is random and representative of the specific batch.
iii) Clients must submit at least 300 grams per sample type to FACTS for analysis
iv) Clients may supply FACTS with a 300g representative sample or 3 x 100g samples
v) When collecting samples Clients must take into consideration and follow the Special Considerations annexed to the Terms and Conditions and marked as Annexure A.

C. Sample transportation and receipt

i) FACTS Laboratory is not responsible for transporting samples to the first point of receipt.
ii) If refrigeration or freezer temperature is recommended, it is the responsibility of the client to transport the samples to the laboratory in a cooler box with ice bricks in order to maintain the required temperature of the samples during transport.
iii) FACTS Laboratory will reject samples which are insufficient, damaged or compromised upon receipt. The client will be informed in writing and a new sample will be requested for analysis.
iv) All samples submitted by clients to the laboratory must be identifiable and clearly labelled by the client as well as submitted in a sealed container which protects the integrity of the sample.

D. Sample retention

i) Samples will be retained at the client's recommended storage temperature for the time period it takes for the experimental analysis to be completed. This will include the time from the receipt of the sample until the generation of the Test Report.
ii) The only exception is when test results are questionable and the Laboratory Manager authorizes for the tests to be repeated on the sample in question. In this case, the client will be informed in writing by the Laboratory Manager of the delay of results. The sample will be retained until the Test Report has been generated and the repeat results have been issued to the client.

3.3 LIABILITY AND INDEMNIFICATION

3.3.1 FACTS is not responsible for claims or damages resulting from the existence of:

a) Allergenic proteins in samples for which the client had not specifically requested the sample to be tested for.
b) Animal species in the sample which the client had not specifically requested the sample to be tested for
c) Any adulterating material in:
   i. the herbs/spices analysed by microscopy for which there is no method/reference material for microscopical identification; and/or,
   ii. finely powdered herbs/spices in which microscopic characteristics have been obliterated during processing, thus making 'filler' or 'bulk' materials of the same texture and colour to the spice/herb indistinguishable from the specific spice/herb. In this case, additional/other tests should be run in a chemistry laboratory for further identification.

3.3.2 The client assumes all responsibility for the total batch of the product after the sample from the batch has been tested. FACTS will not be liable for any claims or damages arising out of the use of any tested product. The contents of the report are representative of the condition of the sample only. The sample is assumed to be statistically representative of the batch of the product at the time of sampling.

3.3.3 Although FACTS uses test kits from reputable suppliers, FACTS cannot be held responsible for flaws in the test kits that may result in an inaccurate test result.

3.3.4 Whilst every effort is made in ensuring results are accurately reported, due to the nature of on-going research in the field of allergen and or DNA testing and best practices and acceptable thresholds, FACTS does not accept liability for any loss or damage suffered by a client arising out of the use of or reliance on the reports of the sample tests conducted.

3.3.5 FACTS does not assume any liability for and does not constitute or imply an endorsement of the product tested or its producer.

3.3.6 FACTS is not responsible for any claims or damages related to the quality or safety of the product.

3.3.7 FACTS shall not be liable for any loss or damages caused by:
a) False or misleading information provided by the client to FACTS; and/or
b) Negligence in obtaining a sample from the batch, be it the direct or indirect act/omission or default of the person in obtaining the sample from the batch; and/or
c) The neglect to inform FACTS of any ingredient modification; and/or
d) The loss of the sample or damage to the sample during delivery or shipment; and/or
e) The containment of the sample.

3.4 WARRANTIES

3.4.1 FACTS does not warrant that:

a) the contents of the report or the product will meet the end user's requirements; and/or
b) the assessment, evaluation or testing of the sample or any part thereof will be uninterrupted or error free; and/or
c) defects in the sample will be corrected.

3.4.2 FACTS does not warrant or make any representations regarding the use or the results of the testing, assessment or evaluation of the sample in terms of their correctness, accuracy, liability or otherwise.

3.4.3 Upon acceptance of this quotation by the signature of the client or its representative, the client or its representative acknowledges that it has read the written contents of the quotation including the terms and conditions and disclaimer contained therein and confirm that it understands the contents thereof and agree to be bound thereby.

3.5 OUTSOURCED TESTING

3.5.1 FACTS offers an Outsource Testing Service for analyses, which are not routinely conducted by the FACTS laboratory. In the event that outsource testing is required FACTS will notify the client and offer the Outsourced Testing Service. This service includes the sourcing of a suitable laboratory.

3.5.2 FACTS does not assume any liability for and does not constitute or imply an endorsement for the laboratory which conducted the analysis.

3.5.3 FACTS is not responsible for any claims or damages related to the decisions based on the results of the analysis. FACTS shall not be liable for any loss or damages caused by the provision of false or misleading information by others, by the negligent act or default of the person in obtaining a sample from the batch and by the neglect to inform FACTS of ingredient modification, by the loss of the sample in delivery or shipment or by the containment of the sample.

3.5.4 FACTS does not warrant that the contents of the outsourced testing report provided or any part thereof will be uninterrupted or error free.

3.5.4 FACTS does not warrant or make any representations regarding the use or the results of the testing, assessment or evaluation of the sample in terms of their correctness, accuracy, liability or otherwise.

3.5.6 Upon acceptance of this quotation by the signature of the client or its representative, the client or its representative acknowledges that it has read the written contents of the quotation including the terms and conditions and disclaimer contained therein and confirms that it understands the contents thereof and agrees to be bound thereby.

3.6 URGENT TESTING

3.6.1. FACTS offers an urgent testing service at an additional fee per sample.

3.6.2 Urgent testing is subject to availability and must be arranged with FACTS before submission of samples.

3.6.3 Urgent testing service is not available for species identification.

3.6.4 Urgent service is subject to the following:
a) Samples must be delivered to the FACTS laboratory by the client.
b) Samples must be received at the laboratory no later than 10:00 am.
c) An acceptance note and purchase order must be supplied with samples or prior to sample receipt.
d) If samples, acceptance note and purchase order is received after 10:00 am, urgent service is not possible.
e) COD clients must supply proof of payment before results are released.
f) If an analysis needs to be repeated, not due to a fault by FACTS, an inconclusive report will be issued and repeat tests scheduled with the next possible testing batch. Final report/s will be supplied in compliance with the laboratory's normal lead times.
g) The lead times for urgent testing will be communicated to the client.

3.7 ALLERGEN QUANTIFICATION BEYOND THE QUANTIFICATION RANGE OF ELISA

3.7.1 Assays used by FACTS have a specific range of quantification, e.g. the range of accurate quantification for egg is from 2.5 to 25 ppm (25.0 mg/kg).

3.7.2 To determine higher levels requires a different approach. If the result required needs to be an accurate reflection of the allergen residue as opposed to simply an indication whether the residue level is high and above the assay's range of quantification, e.g. >25 ppm, clients are requested to indicate this requirement in the Special Requests section of the acceptance note.

3.7.3 Quantification is charged at a higher rate than normal testing because the lab first needs to roughly determine at what levels the allergen is present in the sample, make appropriate dilutions and then complete quantification tests to get to the true concentration.

3.7.4. It is beneficial for the client to advise what they expect the levels of the allergen would be (should they have an idea) in order to speed up the testing process as well as possibly lowering testing costs. If an estimated concentration of the target allergen in the sample cannot be provided, FACTS will employ the following standard testing protocol:
a) A 10X, 100X and 1000X dilution of the sample will be prepared and tested in duplicate.
b) Alternatively, the client may request six single dilutions, which will be 2x, 10x, 50x, 100x, 500x and 1000x. Only a single result will be reported.
c) If allergen content cannot be determined from the 10X, 100X or 1000X dilutions, FACTS will consult with the client to determine action plan before any

additional analyses are completed. If additional tests are required, costs may apply.

3.8 KEEPING OF SAMPLES

All non-perishable samples shall be retained for a maximum of 1 month or such other shorter time period as the nature of the sample permits, and then disposed of at FACTS' discretion, after which time FACTS shall cease to have any responsibility for such samples. Requests for storage of samples for more than 1 month may incur a storage charge payable by the client. The client will be billed a handling and courier fee if samples are returned. Special disposal charges will be billed to the client if incurred.

4. USE OF REPORTS BY THE CLIENT

4.1 Reproduction, publication or disclosure in respect of all test results, documents, and reports shall not be allowed without prior written permission from FACTS.

4.2 The name of FACTS shall not appear in any way on such reproduced or published extracts, unless prior written permission has been obtained from FACTS.

4.3 Any use of the test results, documents, and reports or the information contained therein is conditional upon the timely payment of all fees and charges.

5. GENERAL AND/OR LABELLING CONSULTATION

5.1. FACTS, through its regulatory and/or allergen division offers:
   a) Foodstuff Labelling Consultation service whereby the compliance of a foodstuff's product label is evaluated with regard to the applicable legislation; and/or
   b) General consulting services based on client needs which may fall within FACTS' areas of expertise regarding certain regulations, standards, procedures, and/or allergen risk assessment tools.

5.2. The Product Labelling Report / General Consulting Report is dependent upon the information provided by the client, whereby:
   a) Every effort is made by FACTS to ensure that the report complies with the relevant legislation, as is contingent upon information received from the client.
   b) Information required depends upon the nature of the query, and on the client's choice of the specific service(s) requested with regard to the product labelling.
   c) Certain information, which might be viewed as confidential by the client and which the client may prefer not to divulge, is crucial to the thorough assessment of the product labelling.

5.3. FACTS guarantees strict confidentiality in respect of any confidential data and/or information provided by the client, at the client's request.

5.4. In the event that any of the information requested by FACTS is not fully divulged by the client, and as a result thereof the labelling of the product and/or general consulting report/opinion does not conform with the relevant legislation, the report will be presented as is and cannot be assumed to be complete or accurate.

5.5. FACTS does not accept liability for any damages caused directly or indirectly by the wording of labels / interpretation of general consulting reports which are interpreted incorrectly due to wrong syntax or spelling. Every care is taken to ensure that the wording on the label is correct in respect of spelling and syntax. We also do not accept liability for any mistakes in the wording on the label caused in the printing process of the label.

5.6. The report issued by FACTS, as well as the suggestions contained in such report, are based on our interpretation of current legislation and regulations pertaining to food products. It is possible that another individual or company may have a different interpretation from ours of certain sections or parts of the relevant legislation and regulations.

5.7. The report issued by FACTS, pertaining to the compliance of the client's present product label with the relevant labelling legislation, is based solely on the packaging provided by the client. If any ingredient or supplier changes are subsequently made which may require amendments to the label, FACTS cannot be held responsible for such changes that do not comply with the relevant legislation.

5.8. FACTS will not be liable to any client who has suffered economic losses (including loss of revenues, profits, contracts, business or anticipated savings); damages, loss of goodwill or reputation, special or consequential losses incurred due to a direct or indirect negligent act/omission by the client, its employees, representatives or agents

5.9. Upon acceptance of this quotation by the signature of the client or its representative, the client or its representative acknowledges that it has read the written contents of the quotation including the terms and conditions and disclaimer contained therein and confirms that it understands the content thereof and agrees to be bound thereby.

6.TRAINING

6.1 LABELLING REGULATORY TRAINING

a) Food labelling training provided by FACTS includes public and onsite training based on regulations and standards overseen by different regulatory bodies in South Africa.
b) Onsite training can be tailored according to the client's requirements.

6.2 ALLERGEN TRAINING

a) Allergen training provided by FACTS includes principles for the purpose of handling food during production in order to reduce the risk of allergen cross contact within the food manufacturing facility. The training is not all inclusive, but does suggest some specific techniques that should be incorporated in the allergen control plan.
b) FACTS may provide guidance in factory worker training.
c) FACTS may provide guidance in management training.
d) FACTS shall not be liable for any claims or damages related to the improper handling of food during production by individuals trained by FACTS due to the direct or indirect act/omission of such individual(s) not following the

principles of handling food during production provided by FACTS.

e) FACTS warrants that food staff training will provide the client's staff with the basic principles for the purpose of handling food during production in order to reduce the risk of allergen cross contact within the food manufacturing facility. The client shall be responsible for ensuring staff members trained by FACTS follow the principles and guidelines provided by FACTS.

7. CONFIDENTIALITY

FACTS will not publish any results, obtained through investigations financed by the Client, without such Client's consent. FACTS will, however, be entitled to use technical information obtained from the investigation, but in so doing, undertakes not to identify the nature of the investigation or the Client.

8. ADVERTISING

No reference may be made to FACTS or any of its employees in advertisements, or for sale, or publicity purposes, without obtaining prior written consent from FACTS.

9. LIMITATION OF LIABILITY

While every care is taken to ensure the accuracy of any work performed by FACTS, FACTS does not warrant the commercial viability or merchantability of test results or information contained in its reports. Any claim for damages, whether direct or indirect, including consequential damages against FACTS based on the work commissioned by the Client, shall be limited to an amount equal to the amount actually paid by the Client to FACTS for the specific work commissioned by the Client.

10. INTELLECTUAL PROPERTY RIGHTS

All training materials provided by FACTS are deemed to be the intellectual property of FACTS and may not be copied or be used by anyone other than FACTS to train third parties.

11. PAYMENT

11.1 FACTS will provide clients with written quotes for tests upon request.

11.2 Price increases will be communicated to clients in writing at least one month prior to the implementation of the increase.

11.3 FACTS will issue a tax invoice per order received and related to the purchase order received from the client.

11.4 FACTS banking details will be displayed on the invoice and only cash payments will be accepted.

11.5 Non-account holding must settle the invoice supplied before release of results.

11.6 Account clients must make payment according to the agreed upon time frame.

11.7 Clients may not withhold payments under any circumstances, unless permission has been granted to the client in writing from the Administration Manager or Director of FACTS.

11.8 Discount is offered as specified below, providing (a) samples are submitted on the same date and (b) appropriate amount of samples per allergen is submitted:

a) 10% discount for 6-10 samples tested for the same allergen;
b) 15% discount for >10 samples tested for the same allergen.
c)

11.9 All payments shall be made, in South African Rand, without deduction or set-off of whatsoever nature.

11.10 Unless stated otherwise on the invoice, all payments will be strictly made within thirty (30) days of the date of invoice, or the date on which payment is due to FACTS.

11.11 Failure to pay any instalment on the due date shall constitute a material breach of Contract. As such FACTS shall be entitled to claim payment of the full outstanding balance of the contract price without delay from the client. In addition:

a) FACTS shall charge interest at the rate of 1.5% per month.
b) The client will be required to pay all costs and expenses, including legal expenses, incurred by FACTS in order to obtain full payment. The costs and expenses shall be on the attorney and own client costs scale, including collection commission. In addition, failure to pay, shall also entitle FACTS to invoke the provisions of the Breach of Contract Clause (13) below.

12. BREACH OF CONTRACT, CANCELLATIONS, SUSPENSION AND TERMINATION OF SERVICES

12.1 FACTS will be entitled to immediately and without liability either suspend or terminate provision of the services, should the client:

a) fail to make any payment of any amount on the due date thereof;
b) fail to comply with any of its obligations hereunder;
c) commit an act of insolvency;
d) allow a judgement to be entered against it;
e) be provisionally or finally liquidated or sequestrated;
f) have a cash flow problem;
g) suspend payment; and/or
h) have commercial difficulty which may in any way whatsoever negatively impact upon the ability of the customer to comply with any of its current of future obligations in terms of these Terms and Conditions.

12.2 In the event of any of the parties committing a breach of any of the terms of this agreement, the other may by written notice require the Party which is in breach, to remedy the breach, and if it has not done so within 14 (fourteen) days of receipt of such notice, or if the breach is incapable of being remedied, the other Party may, in writing, terminate the agreement/ contract without prejudice to its right to claim damages. In all other cases clients will be liable for the full cost of commissioned work once the analysis or service has been signed for.

12.3 Cancellations for attendance of Training Courses are accepted up to 7 (seven) working days prior to the

commencement of the course. If cancellations are made less than 7 (seven) days from commencement the date of the course, the full fee as per signed agreement/ contract/ enrolment will be invoiced, and the non-attending delegate will forfeit all rights to reference notes and course materials. Substitute candidates will be permitted.

12.4 Any termination or suspension of contract shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The client hereto chooses their address as supplied on the *Service Agreement Form* as their domicilium citandi et executandi for the service of notices in regard to this agreement.

13.2 FACTS chooses their domicilium citandi et executandi as: 18 Uplands road, Milnerton, Cape Town.

14. PLACE OF JURISDICTION

14.1 Regardless of the place of execution or performance under these Terms and Conditions or domicile of the client, these Terms and Conditions and all modifications and amendments hereof, shall be governed by, decided upon and constructed under and in accordance with, the laws of the Republic of South Africa.

14.2 Subject to the 'Disputes' clause of these Terms and Conditions, FACTS and the client will submit to the non-exclusive jurisdiction of the South African courts.

14.3 All legal costs, including attorney/own client costs, tracing agent's fees and collection charges which the aggrieved party may incur in taking any steps pursuant to any breach by the other party to the agreement or enforcement of these terms and conditions shall be borne and paid by the party against whom the rights are being enforced to the enforcing party, whether or not legal proceedings are commenced.

15. DISPUTES

Save for urgent or interim relief which may be granted by a competent court, in the event of any dispute of any nature whatsoever arising between the client and FACTS on any matter provided for in, or arising out of these Terms, and not resolved, then such dispute shall be submitted to confidential arbitration in terms of the rules of the Arbitration Foundation of South African or in the case where you are a consumer as defined under the Consumer Protection Act 68 of 2008, any Ombud or other dispute resolution mechanism in terms of the Consumer Protection Act, or the National Consumer Commission.

16. VALIDITY OF TERMS

Each of the terms herein shall be a separate and divisible terms and if any such term becomes unenforceable for any reason whatsoever, then the terms shall be severable and shall not affect the validity of the other terms.

17. FORCE MAJEURE

To the extent that any incident or circumstance beyond either party's control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government), that reduces the availability of products such that FACTS cannot fulfil its obligations under this agreement, FACTS shall be relieved from its obligations under this agreement to the extent that it is prevented from performing such obligations.

18. DISCLAIMERS

18.1 Samples of the product to be tested are given by the client to FACTS and this sample of the product comes from a specific batch manufactured by the client. FACTS can only report on the results of the tests performed on the sample by delivering the report to the client. FACTS in no way warrants, represents or implies that the rest of the same batch which have not been tested, will achieve a similar test result if tested.

18.2 FACTS is not responsible for claims or damages resulting from the existence of traces of contaminant allergens and/or the existence of mislabelled meat species in the sample which the client had not specifically requested the sample to be tested for

18.3 The client assumes all responsibility for the total batch of the product after the sample from the batch has been tested. FACTS and its officers, agents, representatives and employees are not liable for any claims or damages arising out of the use of any tested produce. The contents of the report are representative of the condition of the sample only. The sample is assumed to be statistically representative of the batch of the product at the time of sampling.

18.4 FACTS warrants that all analytical work is conducted professionally in accordance with all applicable standard laboratory practises and that this data contained in the report reflects our best attempt to generate accurate results for the specific sample(s). Although FACTS uses the best quality ELISA test kits, FACTS cannot be held responsible for flaws in the test kits that may result in an inaccurate test result. Neither can clients or third parties hold FACTS liable for the way in which the results are used.

18.5 FACTS does not assume any liability for and does not constitute or imply an endorsement of the product tested or its producer.

18.6 FACTS is not responsible for any claims or damages related to the quality or safety of the product.

18.7 FACTS shall not be liable for any loss or damages caused by:

a) FACTS being provided false or misleading information by the client or a representative, agent or employee of the client;
b) The negligent direct or indirect act/omission or default of the person in obtaining a sample from the batch;

c) The neglect to inform FACTS of any ingredient modification;
d) The loss of the sample during delivery or shipment; or
e) The containment of the sample.

18.8 FACTS does not warrant that the contents of the report contained herein or that the product will meet the end user's requirements, or that the assessment, evaluation or testing of the sample or any part thereof will be uninterrupted or error free, or that defects in the sample will be corrected.

18. 9 FACTS does not warrant or make any representations regarding the use or the results of the testing, assessment or evaluation of the sample in terms of their correctness, accuracy, liability or otherwise.

18.10 Upon submission of the acceptance note, the client or its representative acknowledges that it has read the written contents of the terms and conditions and disclaimer contained therein and confirm that it understands the contents thereof and agrees to be bound thereby.

ANNEXURE A

SPECIAL CONSIDERATIONS

Sampling:

- Never touch samples for DNA testing with bare hands – always wear clean disposable gloves.
- Do not touch your face or bare skin with gloved hands and then touch the sample being collected.
- Avoid talking, sneezing and coughing over samples.
- Change gloves and instruments after each item is collected to avoid cross contamination between items.
- Whenever possible, use disposable instruments for handling samples. If disposable instruments are not available, instruments should be cleaned thoroughly before and after handling each sample.
- Do not allow samples to come into contact with any surface that contains residue from other biological samples (e.g. contaminated work surfaces, dirty tweezers and used gloves).
- Individual samples submitted for DNA testing should be collected and packaged separately and should not at any time come into contact with one another.

Specific sample considerations:

- Hydrolysed and processed products:
  - Due to the nature of proteins, the possibility exists that proteins that have been extensively processed, hydrolyzed or fermented may not be detected using ELISA methods for allergen testing.
  - Heating, hydrolysis or fermentation can alter the proteins to the extent that they cannot be detected by the ELISA, however, active allergenic residues could still be present.
  - If it is suspected by the company supplying samples to FACTS that the proteins present may have been altered from their usual native confirmation, please provide us with this information prior to the testing so that suitable alternative testing methods can be arranged.
- PCR analysis:
  - While DNA is more resistant to degradation than protein, the possibility does exist that DNA could become degraded to some extent during processing.
  - Although not likely, the possibility thus also exists that such degraded DNA may not be accurately detected by the PCR primers used in the reaction.
  - If it is suspected by the company supplying samples to FACTS that the DNA present may have been altered from its native confirmation due to processing, it would be beneficial to provide us with this information prior to the testing so that suitable alternative testing methods can be arranged.
- Product analysis:
  - For detection of an allergen in the product, please take samples from the final product.
- Detection of cross-contamination:
  - For detection of contamination during production, please take samples during different stages of production where contamination could be possible.
  - Samples can be combined to form a composite sample or can be tested individually to isolate the contamination point.
- Rinse water:
  - Samples should be taken from final rinse water from a CIP system or after manual cleaning.
  - Samples should be taken before the application of a sanitizer as the presence of sanitizers in the sample can affect the outcome of the test results. Samples should be chilled immediately and remain chilled during transport.
- Swabs:
  - Swabbing of food contact surfaces or equipment for allergens should be carried out using swabs which are specifically designed for allergens, which make use of buffers intended to preserve the stability of allergens in solution (please contact the FACTS office for more information on allergen-specific swabs).
  - After sampling, swabs can be kept refrigerated for up to four days, or frozen at -20°C for longer storage.

  - As there may be a delay between sampling and analytical testing, the stability of the allergen residues in the extraction buffer should be known and arrangements for sampling and testing organised accordingly.
  - Surfaces should be swabbed after cleaning, but before the application of a sanitizer, as the presence of sanitizers on the swab can affect the outcome of the test results.
- Lysozyme and egg analysis:
  - The ELISA method used to detect for egg does not target lysozyme, please indicate on the acceptance note whether it is required to test for egg or lysozyme.
- Species testing:
  - For the detection of species not part of the 24 species method, further specific-specific PCR analyses will need to be conducted.
  - Although the method is reportedly suitable for the analysis of highly processed food products, species identification in such products (e.g. canned, cooked, smoked, cured products) by DNA-based methods cannot be guaranteed. Processing may degrade DNA to the point where a recognisable DNA sequence cannot be obtained.

Sample transportation:

- Samples that are intended to be refrigerated or frozen should be kept chilled during transit to FACTS.
- Please send the samples in properly sealed containers or packaging, clearly marked with the name of the sample, your company name, as well as the allergen to be tested for.
- Dry samples should be packaged in clean paper bags or envelopes. Do not use staples.
- Moist samples should be packaged in clean, sterile containers or bags and should not be wrapped in tissue paper.
- Liquid samples should be packaged in sterile collection tubes.
- Seal, label and date envelopes or bags and transport in a way that ensures proper chain of custody.
- Submit samples to the laboratory as soon as possible.
- Samples should be kept dry and at room temperature during transportation and out of direct sunlight.