



END USER AGREEMENT

M170.00 del 26/01/2026

This Agreement applies to the use and handling of microbiological reference materials supplied by LTA S.r.l. to the end user.

Use of the material

The microbiological reference materials supplied by LTA S.r.l. must be used exclusively for calibration purposes, quality control, method validation, technical training, or research.

They must not be used for human or veterinary diagnostic purposes, for human or animal consumption, nor for clinical, therapeutic, or production applications.

The end user undertakes to use the Materials only under appropriate biosafety and environmental conditions, in compliance with current safety regulations and with the instructions provided by LTA S.r.l.

Transfer

The Materials are supplied exclusively to the end user identified in the supply documentation and may not be transferred, assigned, distributed, or resold to third parties without the prior written consent of LTA S.r.l.

In the event of collaboration or shared projects involving the use of the Materials by third parties, the end user must obtain prior authorization from LTA S.r.l. and ensure that such parties fully comply with the terms of this Agreement.

Compliance

The end user declares that they operate in compliance with all national and international laws, regulations, and standards applicable to the treatment, handling, transport, and disposal of microorganisms and biological materials, including those relating to biosafety, biosecurity, and occupational health and safety, and assumes sole responsibility in this regard.

Any authorizations, permits, or registrations required for the use of the Materials shall be the responsibility of the end user.

Liability

LTA S.r.l. supplies the Materials in compliance with the requirements of ISO 17034 and, where applicable, ISO 17025.

However, the end user is solely responsible for the correct use, safe handling, and proper disposal of the Materials.

LTA S.r.l. shall not be liable for any direct or indirect damages, financial losses, or damage to persons, property, or the environment arising from improper or non-compliant use of the Materials.

Property rights

Intellectual property and all rights associated with the Materials, including characterization data, certificates, and related documentation, remain the exclusive property of LTA S.r.l.

The Products are supplied to the end user solely for the use provided under the terms of this Agreement; the Company reserves all rights not expressly granted to the end user.

The end user acquires no ownership rights, patents, or licenses to the Materials other than the limited right of use set forth in this Agreement.



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Warranty Disclaimer

LTA S.r.l. warrants that the Materials are produced, characterized, and released in compliance with applicable standard requirements and issued certificates, and that they meet the specifications listed on the relevant information sheet until the expiration date shown on the Product label.

However, no further express or implied warranty is provided, including any warranty of fitness for a particular purpose or merchantability.

Any claims must be communicated to LTA S.r.l. within 30 days from receipt of the Materials, together with supporting documentation.

The remedy for breach of warranty by LTA S.r.l. may consist, at its discretion, of a refund of the amount paid by the end user for the relevant Reference Material (excluding shipping costs) or replacement.

Termination

LTA S.r.l. may terminate this Agreement with immediate effect if the end user breaches the terms relating to the use, transfer, or safety of the Materials.

Upon termination, the end user must immediately cease using the Materials and arrange for their safe disposal in accordance with LTA S.r.l.'s instructions or return them upon request.

Applicable law

This Agreement shall be governed by and construed in accordance with Italian law.

Any dispute arising from or in connection with this Agreement shall fall under the exclusive jurisdiction of the Court of Milan, unless otherwise mandatorily provided by law.

Signed for acceptance:

Organization / Legal Entity Name: _____

Address: _____

Name and Surname of Signatory: _____

Contact Details: _____

Place and Date: _____ Signature: _____