

GENERAL TERMS AND CONDITIONS OF SALE

I – PURPOSE

These General Terms and Conditions of Sale (hereinafter “GTC”) govern the relationship between 3 BRASSEURS CANADA – a duly incorporated corporation under the law, with its registered office located at 1255A Crescent Street, Montreal, Quebec, H3G 2B1 – and its CLIENT, regarding microbiological and/or physico-chemical analysis services provided by 3 BRASSEURS CANADA on behalf of the CLIENT. These GTC are provided with every quotation request. Any acceptance of a quotation implies full and unconditional acceptance of these GTC by the CLIENT.

These GTC may be modified at any time by the SERVICE PROVIDER. The CLIENT is only bound by the version of the GTC in force at the time of acceptance of the quotation.

II – SERVICES

1- LIST OF SERVICES

The list of services offered by the SERVICE PROVIDER, to the exclusion of any others, is as follows:

- Physico-chemical analyses on finished beer (conditioning tank, bottle, can, keg)

Sample	Measured characteristics	Method principle
Finished beer	Alcohol and original, real, and apparent extract	Electronic densitometry and infrared spectroscopy
Finished beer	pH	Potentiometry
Finished beer	Turbidity	Nephelometry
Finished beer	Bitterness	Liquid/liquid extraction, UV spectrophotometry
Finished beer	Colour	Visible spectrophotometry

- Microbiological analyses on finished beer and fermenters

Sample	Measured characteristics	Method principle
Bière finie Bière en fermentation	Total aerobic bacterial flora	WLD AGAR
Bière finie Bière en fermentation	Total aerobic microbial flora	WLN AGAR or UBA AGAR
Bière finie Bière en fermentation	Anaerobic lactic flora	MRS AGAR + 10 ppm cycloheximide
Bière finie Bière en fermentation	Wild yeast flora	LYSINE AGAR & MGYP AGAR

The SERVICE PROVIDER undertakes to perform only those analyses that are confirmed and approved by the CLIENT in the accepted quotation.

2- ANALYSIS REQUESTS

The CLIENT sends an analysis request to the SERVICE PROVIDER by email to the following address: pauline.schaaf@3brasseurs.ca. The SERVICE PROVIDER will then send a form to be completed.

At a minimum, the analysis request form must include:

- CLIENT's contact details (name, first name / company name, email address)
- Sample collection location and date
- Collection method (by CLIENT's own means or using a sampling kit supplied, sent, and billed by the SERVICE PROVIDER)
- Sample designation (number)
- Sample type (cans, bottles, etc.)
- Requested analyses
- Shipping method (by CLIENT's own means or managed and billed by the SERVICE PROVIDER)
- Any other relevant information

If sampling and/or shipping is done by the CLIENT's own means, the samples must be packaged in appropriate containers and packaging, in accordance with the instructions provided by the SERVICE PROVIDER (via the analysis request form), and sent using express delivery service to reach the laboratory within 48 hours.

In this case, all transport and delivery costs are the sole responsibility of the CLIENT.

If the SERVICE PROVIDER accepts the analysis request, it will send the CLIENT a quotation listing the analyses and any collection and shipping services requested, along with an information sheet outlining the requirements for sample collection and delivery, ensuring proper analysis conditions.

If the CLIENT agrees with the quotation, they must return it signed and dated to the SERVICE PROVIDER. From that point, the quotation will be the sole binding document for the execution of the services by the SERVICE PROVIDER.

3- PERFORMANCE OF ANALYSES AND RESULTS

The SERVICE PROVIDER shall not be held responsible for delivery delays, loss, or deterioration of samples during shipment. Samples must be received within 48 hours. Upon receipt, the SERVICE PROVIDER will verify sample compliance (container, volume, identification) and reserves the right to reject any non-compliant samples that do not meet analysis requirements. Likewise, the SERVICE PROVIDER shall not be held responsible for non-conforming samples.

If a received sample is damaged or non-compliant with analysis requirements, the SERVICE PROVIDER will notify the CLIENT. It is then the CLIENT's responsibility to send a new sample, at their own cost or via a collection and billing by the SERVICE PROVIDER, within a maximum period of one month. Beyond this deadline, the quotation becomes void.

Moreover, the SERVICE PROVIDER cannot be held responsible for inaccurate data provided by the CLIENT.

The SERVICE PROVIDER does not issue compliance declarations.

The SERVICE PROVIDER undertakes to perform the requested analyses within a maximum of 2 business days following receipt of the samples.

The SERVICE PROVIDER reserves the right, after informing the CLIENT, to outsource the analyses to a subcontractor in the event of equipment failure or unforeseen circumstances (excessive workload, lab staff unavailability).

The SERVICE PROVIDER also commits to storing samples under appropriate conditions to ensure preservation and avoid degradation.

Analysis results are compiled in a PDF report and sent to the CLIENT within 48 hours after sample analysis via email to the address provided in the analysis request form.

Unless otherwise expressly agreed and particularly in the case of additional consulting services requested by the CLIENT (a service the SERVICE PROVIDER may decline without explanation), the CLIENT is solely responsible for interpreting the results and implementing any necessary actions under their own responsibility.

The SERVICE PROVIDER guarantees the confidentiality of analysis results and agrees to act impartially. The CLIENT agrees not to exert any pressure on the SERVICE PROVIDER that could compromise its objectivity.

The SERVICE PROVIDER agrees to apply the necessary means, expertise, and skills to execute the services and to inform the CLIENT of any significant delay or deviation.

The SERVICE PROVIDER shall make available to the CLIENT all technical information related to the analysis results (equipment, uncertainties, inter-laboratory performance BAPSCHEM, raw data, etc.).

The SERVICE PROVIDER shall not be held liable for non-performance or delays caused by force majeure.

4- SAMPLE DESTRUCTION

The SERVICE PROVIDER commits to using the samples solely for the requested analyses.

The SERVICE PROVIDER also commits to destroying the samples within a maximum of one week after receipt.

No sample submitted to the SERVICE PROVIDER will be returned to the CLIENT.

5- INTELLECTUAL PROPERTY RIGHTS

If the CLIENT wishes to distribute or publish the analysis report in any form or medium, prior authorization must be obtained from the SERVICE PROVIDER.

The SERVICE PROVIDER reserves the right to display the CLIENT's name in its commercial brochure, subject to prior consent.

III – PRICING AND PAYMENT TERMS

Prices offered by the SERVICE PROVIDER are valid for 1 month from the date of quotation issuance.

The quotation is deemed accepted upon return signed by the CLIENT.

Payment is due after receipt of the analysis results and within 30 days of the invoice date.

Accepted payment methods are:

- Payment within 30 days
- By bank transfer

IV – INSURANCE

The SERVICE PROVIDER holds civil liability insurance with a well-known and solvent insurer covering the services provided.

The CLIENT may only hold the SERVICE PROVIDER liable in the event of proven direct and immediate damage resulting from a wrongful and intentional breach of obligations under the services, and only if a written complaint is sent to the SERVICE PROVIDER by registered mail with acknowledgment of receipt within six months of the damage being discovered.

V – PERSONAL DATA PROTECTION

As part of the services described above, the SERVICE PROVIDER may collect and process personal data of the CLIENT necessary for conducting the analyses.

The protection of personal data is ensured under Quebec's Act Respecting the Protection of Personal Information in the Private Sector.

VI – GOVERNING LAW AND JURISDICTION

These GTC are governed by the laws of the Province of Quebec, Canada. Any dispute shall be submitted to the judicial district of Montreal.