

Regulations for the Provision of Laboratory Services
by the Core Facility SUSDIAM at Gdansk University of Technology

1. General Provisions

1.1. These Regulations (hereinafter referred to as the "Regulations") define the conditions for the provision of laboratory services by Gdansk University of Technology - Core Facility SUSDIAM, located at 11/12 Gabriela Narutowicza Street, 80-233 Gdansk, Poland, VAT ID: 584-020-35-93 (hereinafter referred to as "SUSDIAM"), which primarily offers services related to the processing and/or synthesis of diamond in various forms.

1.2. The Regulations establish the conditions and procedure for placing orders for laboratory services, concluding agreements, as well as the rules for their implementation and settlement between SUSDIAM and all legal entities, organizational units without legal personality, and individuals using laboratory services in connection with their economic or professional activities, arising in particular from the subject of their business activity. The Regulations are available on the website <https://www.nanodiamond.eu/>.

1.3. The terms used in the Regulations shall have the following meanings:

a) laboratory services - research services related primarily to the processing and/or synthesis of diamond in various forms by SUSDIAM,

b) Ordering Party - the entity placing an order for laboratory services at SUSDIAM,

c) Price List - a document specifying the prices of laboratory services provided by SUSDIAM,

d) Agreement - a document containing individually agreed detailed conditions for the provision of laboratory services, concluded between SUSDIAM and the Ordering Party.

1.4. The Regulations, announcements, advertisements, price lists, and other information provided on the SUSDIAM website constitute an invitation to conclude an agreement within the meaning of Article 71 of the Civil Code.

2. Placing Orders

2.1. Orders for laboratory services can be submitted by email to susdiam@pg.edu.pl or directly at the SUSDIAM headquarters.

2.2. The order should include a detailed description of the laboratory service and the contact details of the Ordering Party.

2.3. Upon receiving the order, SUSDIAM presents a cost estimate and the conditions for providing the laboratory service.

2.4. After agreeing on the conditions of the laboratory service by the Ordering Party and SUSDIAM, an Agreement is concluded.

2.5. The execution of the order begins after the conclusion of the Agreement and the payment of a deposit by the Ordering Party in the amount of 50% of the gross value of the order.

2.6. Placing an order is equivalent to accepting the Price List and obliges the Ordering Party to comply with the Regulations.

3. Execution of Laboratory Services

3.1. SUSDIAM carries out laboratory services based on the Agreement.

3.2. SUSDIAM provides laboratory services based on standards, research procedures, in accordance with the principles of scientific ethics and technical requirements.

3.3. SUSDIAM reserves the right to refuse to perform a laboratory service if technical conditions are not met or scientific ethics are violated.

3.4. SUSDIAM performs quality control of the executed laboratory services and presents the research results to the Client in paper or electronic form.

4. Payments

4.1. Unit prices for laboratory services are specified in the Price List. The final cost of the service is included in the Agreement.

4.2. In the case of orders worth more than 10,000 PLN net, it is possible to receive a discount as specified in the Price List.

4.3. The Client pays 50% of the gross value of the order as an advance payment before commencing the service and the remaining 50% of the gross value of the order after completing the service, within the timeframe specified in the Agreement.

4.4. Payment for laboratory services can be made by bank transfer to SUSDIAM's bank account specified on the invoice. The date of payment is considered to be the date when the funds are credited to SUSDIAM's bank account.

4.5. In the case of delayed payments, SUSDIAM may charge statutory interest for late payment.

4.6. Upon making the advance payment, the Client receives an invoice.

5. Client's Material

5.1. SUSDIAM can perform a laboratory service on material provided by the Client. The Client bears all costs and risks associated with delivering the material.

5.2. SUSDIAM may refuse to perform a laboratory service on material provided by the Client if:

5.2.1. the material cannot be tested by SUSDIAM using the available equipment,

5.2.2. the material may damage the equipment owned by SUSDIAM, or

5.2.3. the material was sent in a manner that has compromised its quality or functionality.

5.3. SUSDIAM promptly informs the Client about the inability to perform the laboratory service.

5.4. If the Client's material is not used for the laboratory service, the Client is obliged to collect it from SUSDIAM's premises. SUSDIAM may return the sent material at the expense and risk of the Client.

6. Description of Laboratory Services Provided by SUSDIAM

6.1. SUSDIAM provides services related to the processing and/or synthesis of diamond in various forms (thin films, suspensions, powders).

6.2. The following technological processes and measurements are possible at SUSDIAM:

6.2.1. Deposition of thin films of boron- and/or nitrogen-doped micro- and nanocrystalline diamond on various substrates (silicon, glassy carbon, titanium, quartz glass) for optoelectronic, sensory, and electrochemical applications. The offered structures, when utilized as electrodes for electrochemical applications, are suitable for further modification, enabling selective detection and identification of desired substances, such as toxins, DNA, proteins, viruses, and others.

6.2.2. Preparation of suspensions of different nanodiamonds with particle concentrations ranging from 100 ppm to percentage levels, including:

- Detonation nanodiamonds without color centers: crystal size range of 5-50 nm, with a dominant size of 5 nm.
- High-pressure, high-temperature (HPHT) nanodiamonds with crystal size range of 50-1000 nm, produced through HPHT technology.
- Conductive boron-doped nanodiamond powders produced through chemical vapor deposition (CVD) technique.
- Deagglomerated HPHT or CVD nanodiamonds with nitrogen-vacancy-nitrogen color centers, with crystal size range of 300 nm to 1400 nm.

SUSDIAM offers, among others, suspensions of various types of nanodiamonds provided in 10 ml containers at prices dependent on the product.

6.2.3. Surface termination of nanodiamonds, which can be controlled (oxidized, hydroxylated, carboxylated, graphitized) depending on the pre-processing. The range of solvents used as dispersing media includes, but is not limited to: deionized water, dimethyl sulfoxide (DMSO), isopropanol, toluene, and ethanol.

6.2.4. Optical characterization of nanodiamond suspensions (fluorescence, particle size distribution, zeta potential).

7. Declarations

7.1. SUSDIAM declares that all work conducted as part of the provided laboratory services is carried out in accordance with applicable standards and principles of scientific ethics.

7.2. SUSDIAM declares that it possesses the necessary knowledge and experience to provide laboratory services at the highest level.

7.3. SUSDIAM declares that it holds the necessary permits, certifications, and authorizations to conduct laboratory activities.

7.4. The conditions for using SUSDIAM's equipment comply with the research infrastructure management system developed by the Gdańsk University of Technology. Among the system's elements are procedures for submitting research applications, designating the responsible person for conducting the research, rules regarding intellectual property rights, and payment for the research.

8. Confidentiality

8.1. SUSDIAM commits to maintaining the confidentiality of information and materials received from the Ordering Party unless disclosure is required by applicable regulations. 8.2. SUSDIAM provides products and research results exclusively for the knowledge and use of the Ordering Party, unless otherwise specified in the Agreement.

9. Complaints procedure

9.1. In case of improper performance of laboratory services, the Ordering Party may file a complaint.

9.2. The Ordering Party is obliged to examine the delivered products and test results at the time of their release and report any defects in the products and test results within 14 days of their release. This also applies to quantitative complaints and delivery of a different product and test result than specified in the Agreement. If the defect is only discovered after this deadline, the complaint should be made within 14 days of its detection. The date of detecting the defect should be documented. In the case of a delayed complaint, the Ordering Party's claims for warranty expire.

9.3. Complaints should be submitted in paper or electronic form to the address: Gdańsk University of Technology, SUSDIAM SUSDIAM, 80-233 Gdańsk, Gabriela Narutowicza 11/12 or email: susdiam@pg.edu.pl, with the annotation "Complaint". The complaint should include: the Ordering Party's data, their address, the laboratory service subject to the complaint, an indication of the reasons for the complaint and the scope of the request.

9.4. SUSDIAM undertakes to consider the complaint and send a response within 14 days of receiving it.

10. Liability

10.1. SUSDIAM undertakes to perform laboratory services with due professional care and is liable for claims related to the performance of laboratory services resulting from failure to exercise due care by SUSDIAM. Except in cases where the damage results from SUSDIAM's intentional act or gross negligence, SUSDIAM limits its liability to the equivalent of the remuneration for the laboratory services performed under the Agreement. SUSDIAM is not liable for lost profits.

10.2. SUSDIAM is not liable for consequential, indirect and transportation damages arising from the performance of laboratory services, including but not limited to loss of profits, usefulness, or personal property, regardless of whether the liability is contractual, tortious or based on another ground.

10.3. SUSDIAM is not liable for damages resulting from improper use of products and test results. SUSDIAM is not responsible for the suitability of products and test results for the Ordering Party's business or for the effectiveness and economic effects of their application.

10.4. Failure to perform or improper performance of laboratory services by SUSDIAM shall not be deemed a failure to fulfill its obligations, nor shall it constitute a basis for any claims if it was caused by random events beyond its control and which it could not prevent or anticipate, including but not limited to war, natural disasters, fire, explosion, epidemic, international sanctions or trade restrictions ("Force Majeure"). SUSDIAM affected by such events shall immediately notify the Ordering Party in writing or electronically of the reasons and expected duration of such circumstances.

10.5. In the event of damage, the Ordering Party should immediately notify SUSDIAM of the incident and provide all necessary information and documents to determine the cause and amount of the damage.

11. Delivery of products and test results

11.1. SUSDIAM delivers the ordered products and research results to the Ordering Party within the agreed deadline and format stated in the Agreement.

11.2. The ordered products and research results will be provided to the Ordering Party at the premises of SUSDIAM, via email, or at the address specified by the Ordering Party in the Agreement.

11.3. In the event that the Ordering Party fails to collect the products and research results within the specified timeframe, SUSDIAM will store the materials and research results for a period not exceeding 3 months from the completion date of the study. After this period, they will be disposed of, and the Ordering Party shall have no claims whatsoever in this regard.

12. Intellectual Property Rights

12.1. In connection with the provision of the laboratory service, each party remains the exclusive owner of the intellectual property rights (copyrights, industrial property rights, rights to databases, know-how rights) that existed prior to the conclusion of the Agreement.

12.2. SUSDIAM retains full intellectual property rights to all documents provided to the Ordering Party in connection with the performance of the laboratory service, including research results, drawings, sketches, patterns, and technical specifications describing the ordered products.

12.3. The Ordering Party may only use the acquired products and research results for the purposes specified in the Agreement, as well as for scientific and research purposes.

12.4. In the event that the Ordering Party uses the research results for publication, presentation, or any other form of public disclosure, the Ordering Party is obliged to attribute the source as follows: "Research conducted at SUSDIAM" as the institution that conducted the research.

13. Personal Data Protection

13.1. In accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as "GDPR"), we hereby inform you that:

- a. The Administrator of your personal data provided in the order and in the Agreement is Gdansk University of Technology, with its registered office at ul. Narutowicza 11/12, 80-233 Gdansk, www.pg.edu.pl.
- b. Gdansk University of Technology has appointed a Data Protection Officer who can be contacted regarding matters relating to the processing of personal data via email at iod@pg.edu.pl or in writing to the address Gdansk University of Technology, ul. Narutowicza 11/12, 80-233 Gdansk, with the annotation "Data Protection Officer".
- c. Personal data will be processed for the purpose of fulfilling the Agreement (Article 6(1)(b) of the GDPR) and, if necessary, for the establishment, exercise, or defense of legal claims arising from the Agreement (Article 6(1)(f) of the GDPR).
- d. Personal data will be processed for the duration of the Agreement and, after its termination, for the period related to the expiry of claims arising from the Agreement, as well as for the period specified by tax regulations and financial reporting regulations.
- e. Personal data may be disclosed to entities authorized to obtain personal data under the provisions of the law or agreements for the provision of services. Providing data is voluntary but necessary for the conclusion of the Agreement.
- f. Within the scope and subject to exceptions resulting from the provisions of the law, including the GDPR, you have the right to access your personal data, the right to rectify, erase, restrict the processing of your data, the right to data portability, the right to object, and the right to lodge a complaint with the

President of the Office for Personal Data Protection in the event of a breach of personal data protection regulations.

- g. Gdansk University of Technology publishes information regarding the processing of personal data on its website at <https://pg.edu.pl/iod/klauzule-informacyjne>.

14. Final provisions

14.1. The Regulations shall enter into force on the day of their publication on the SUSDIAM website <https://www.nanodiamond.eu/>.

14.2. The Regulations constitute an integral part of the Agreement with the Ordering Party, unless otherwise provided for in the Agreement.

14.3. SUSDIAM reserves the right to change the Regulations at any time.

14.4. Changes to the Regulations shall come into force upon their publication and shall not apply to Agreements concluded before their entry into force.

14.5. The Regulations are subject to Polish law and shall be interpreted in accordance with it. In matters not regulated by the Regulations, Polish law shall apply, including the Civil Code.

14.6. The headings of individual points of the Regulations are for informational purposes only and do not affect their interpretation.

14.7. The invalidity of any of the above provisions of the Regulations shall not affect the validity of the remaining provisions or of the Agreement itself. Invalid provisions shall be replaced by statutory regulations. In the absence of statutory regulations, the parties to the Agreement shall be obliged to replace the invalid provision with a new provision that is as closely aligned as possible with the economic purpose of the invalid provision.

14.8. Any disputes arising in connection with the provision of laboratory services, which cannot be resolved amicably through negotiations between the parties, shall be resolved by the court having jurisdiction over the seat of SUSDIAM.

14.9. In addition to the laboratory services covered by these Regulations, SUSDIAM also provides services on the basis of scientific cooperation. To obtain full information, including a quotation for an order, a quotation for a non-standard product, or information about possible scientific cooperation, please contact the head of the SUSDIAM laboratory.