



Terms and Conditions for Analytical Services

A request for analytical Services by a Client of **FOODPROTECH®** constitutes the Client's acceptance of the terms and conditions contained herein unless otherwise agreed to in a written contract.

Performance of Services: **FOODPROTECH®** shall perform such Services as requested by Client, and shall perform sampling, analyses, data compilation, and reporting required by Client, using standard methods as determined in the discretion of **FOODPROTECH®** unless otherwise agreed to by both parties.

Confidentiality and Disposition of Reports: **FOODPROTECH®** shall furnish reports of analytical Services for the exclusive use and benefit of the Client. All actual reports, data, and information shall be the exclusive intellectual property of Client, and **FOODPROTECH®** shall only distribute copies of said information to those persons designated by Client. Client may reproduce reports of Services only in their entirety, and not in part without express written permission by authorized representatives of **FOODPROTECH®**. Reports by **FOODPROTECH®** may not be discussed with or released to a third party, or used in public announcements or advertising, without express written permission by authorized representatives of both Client and **FOODPROTECH®**, unless requested by legal or regulatory authorities. Electronic and(or) paper copies of requests, results, and reports will be retained securely by **FOODPROTECH®** for two years.

Warranty and Limits of Liability: **FOODPROTECH®** warrants that reports are accurate as to only those specified samples or specimens as received from Client, and according to the condition of said samples or specimens upon their arrival at **FOODPROTECH®**. **FOODPROTECH®** assumes no responsibility for safety, quality, or composition of products not sampled, for variation in safety, quality, or composition of products sampled, and for conditions beyond the control of **FOODPROTECH®**. **FOODPROTECH®**, by providing Services to Client, in no way assumes, subrogates, or relieves Client from those duties, responsibilities, obligations, or any other duty imposed upon Client by any state or federal regulation, and all such liability shall remain that of the Client. **FOODPROTECH®** DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY REPORT, INFORMATION, OR SERVICE. In the event of a breach of the express warranties in a report, or other liability determined in a court of law, the liability of **FOODPROTECH®** shall be limited to Client's actual compensatory damages, which shall not exceed the consideration paid by Client for the Services in question.

Sample Retention: **FOODPROTECH®** shall retain Client's samples for two weeks unless this is not possible because of the nature of the sample (sponges, swabs, environmental samples, etc.) or due to the amount of sample sent by the client (not enough for retention). Client may arrange other retention conditions or times upon request.

Billing and Terms: **FOODPROTECH®** shall invoice Client for Services and expenses upon submission of the report of those Services to the Client. Client shall remit payment for Services within 21 days of the date of the invoice. Any balances unpaid at due date may be subject to service fees of 1.5% per month (or the maximum allowed by law). If legal action is required for enforcement of payment, **FOODPROTECH®** shall be entitled to recover attorney's fees and other costs of such action.

Governing Law: Any suit brought hereon shall be brought in the state or federal courts sitting in Oklahoma.