

STANDARD TERMS AND CONDITIONS

1. Certified Laboratories, LLC ("Company") provides objective third party laboratory analytical services, including data collection, analysis and interpretation, and other food safety related laboratory services (the "Lab Services") to you, the client, subject solely to the terms and conditions stated herein. Any services other than the Lab Services provided by Company to you are also subject solely to the terms and conditions stated herein, and such services and the Lab Services are collectively referred to as the "Services". The terms and conditions stated herein (this "Agreement") shall control in the event of any conflict with any other written document.
 2. **REPORTS OF SERVICES.** Company shall submit reports of the Services performed indicating results of testing. You understand and agree that samples that are tested and reported by Company are representative of the sample received by you and may not be indicative of the entire manufactured batch and/or lot. Such results are intended for use by persons having professional skill and training in the interpretation of such results. Company assumes no responsibility, and you hereby waive all claims against Company, for interpretation of such results. Unless otherwise required by law, Company shall provide its report only to those persons or entities specifically designated in writing by you or your authorized representatives. Any report of results furnished by Company is furnished solely for your benefit and your authorized representatives and shall be your confidential property. Any report or data provided to you by Company shall not be reproduced, except in full; and you shall not at any time misrepresent the content of any report of other information received from or relating to Company or its work and/or Services on your behalf.
 3. **CONFIDENTIALITY.** Either party ("Disclosing Party") has or may disclose confidential information to the other party ("Receiving Party"). Confidential information means any proprietary and/or non-public materials, data, reports, plans, records, technical and other information. Company agrees to maintain in confidence all of your confidential information and to use such confidential information only for the purpose of performing analyses of samples and providing reports on our findings to you. You likewise agree to maintain in strict confidence, and not to disclose or use any confidential information belonging to Company that is learned or obtained by reason of this Agreement or the performance of the Services. Confidential information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any confidential information. Each party shall protect the other party's confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the party uses to protect its own confidential information of a like nature.
 4. **SUBPOENAS AND INVESTIGATIONS.** In any instance where your confidential information is subpoenaed or must be released to a government agency, or is otherwise required to be disclosed pursuant to law or regulation, Company will be permitted to release such confidential information and, to the extent permitted by law, you will be promptly notified prior to the release of the information. You agree to reimburse Company for any reasonable costs and expenses (including attorneys' fees, if any) incurred by Company in complying with any such subpoena or other request for information or testimony (written or oral) which can be evidenced by written documentation.
 5. **FEES AND PAYMENT TERMS.** Quotations are available on request. Where quotations are requested, Company may delay initiating the testing until a signed copy of the quotation is received by Company. Where quotations are not requested, you shall pay Company then current fees and applicable expenses and charges for the Services performed. Payment in advance is required for all clients except those whose credit has been established with Company. For clients with Company approved credit, our standard terms are net 30 days, after which time a 1 1/2% per month interest charge or the maximum amount permitted by law (if less) is added to all unpaid balances. If you elect to pay by credit card, a 3% credit card processing fee will be added to each credit card transaction. Any deviation in payment terms must be agreed to in writing. If you cancel a Service after testing commences, you shall be responsible for all fees and expenses in respect of such Service. All fees and expenses are charged and payable only in US(\$ dollars, unless otherwise agreed by the parties. Company has the right to ask for payment in advance, or cease all Services, if the established payment terms are not adhered to. If you default in payment for Services rendered, you are responsible for reasonable collection and/or legal fees incurred by Company to enforce the payment obligations under this Agreement. Company further reserves the right to hold reports.
 6. **BILLING.** All fees are charged or billed directly to you. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Billing of a third party will not relieve you of payment responsibility and liability in the event the third party defaults in payment for Services rendered.
 7. **PERSONNEL.** All of the Services will be performed by employees of Company, Company affiliates or contracted personnel retained by Company or Company affiliate(s) on a temporary and/or part-time basis.
- You agree not to use Company's name and/or any data or report provided by Company in any manner which might cause harm to Company's reputation and/or business, including without limitation any misrepresentation of the content of such reports. Except as expressly provided under this Agreement, under no circumstances is the name of Company, or any name, symbol, trademark, or service mark presently or later established by Company, to be published or used by you either alone or in association with that of any other party, without the prior written approval of Company.

Company or Company affiliate(s) (as applicable) will be solely responsible for the negligent acts, errors and omissions of their respective employees, agents, representatives, subcontractors and any other person performing Services under this Agreement.

8. **RUSH ANALYSES.** A surcharge is usually added to the list fee if rush analysis is requested. The surcharge will depend upon the analysis to be performed. Rush analysis service is offered contingent upon availability and pre- arrangement with Company.
9. **DELIVERY OF SAMPLES.** Upon timely delivery of samples, Company will use commercially reasonable efforts in meeting standard turnaround times. The risk of loss or damage to the sample during shipment remains with you. Company will advise you of samples which are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by Company at the time possession of the sample is delivered to an employee of Company; however, Company's sole responsibility in the event of such loss or damage shall be to pay for the cost of delivering a substitute sample. Company reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of Company is likely to pose any unreasonable risk in handling and/or analysis. You represent and warrant that any sample containing any hazardous substance which is to be delivered to Company will be packaged, labeled, transported, and delivered in accordance with applicable laws.
10. **PRODUCT RECALL.** Any action taken by you based on results designated by CLI as "preliminary" or "verbal" or "partial" are at your own risk. To the extent practicable, you agree to give notice to and consult in good faith with Company prior to initiating a recall of any product based on the final test results provided to you by Company. However, any decision to recall or withdraw product based on final test results is your sole responsibility, and you acknowledge and agree that you accept sole responsibility for and agree to hold Company harmless from any claims (whether direct or from third parties) or liabilities arising from a product recall, including any product recall or withdrawal based on tests performed by Company, to the extent permitted by law.
11. **QUALITY ASSURANCE.** Company will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures. It shall be your exclusive responsibility to confirm that Company's standard practices will meet your needs prior to placing an order for work. If you desire an alternative to these standard practices, such request must be made in writing and agreed to in writing by Company prior to sample acceptance.
12. **RETENTION OF SAMPLES.** After the analytical results have been reported, samples are routinely retained in our storage facilities for 7-14 days, after which the samples may be destroyed. Prior arrangements must be made if samples are to be held for longer periods or returned to you. Company may charge a monthly fee for long-term storage.
13. **OBLIGATION TO PROVIDE SERVICES.** Company shall only be obligated to perform those Services for which it has accepted an order submitted by you, subject to Company's right to cease performing the Services due to failure to pay invoices when due.
14. **HAZARDOUS MATERIALS.** Unused portions of samples found or suspected to be hazardous or to contain hazardous materials according to state or federal guidelines may be returned to you upon completion of the analytical work. The cost of returning the sample may be invoiced to you. The sample and portions thereof remain your property at all times.
15. **SAMPLE CONTAINERS.** Company may provide sample containers upon request. Company reserves the right to charge a fee for sample containers.
16. **RETENTION OF REPORTS.** Company ordinarily retains hard copies of analytical reports for a period of 3 years and electronic copies for a period of 7 years, after which time the reports may be destroyed.
17. **SERVICES AND REVIEWS.** To the extent that you engage Company to perform Services, such Services shall be described on a scope of work or sample submission form. It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to Company in writing. You are responsible for determining whether the testing protocol requested by you complies with any and all applicable federal, state and local laws, rules and regulations governing your business and/or products; and you agree to hold Company harmless from and against any demand, claim, cause of action, judgment, liability, damage, cost or expense (including attorney's fees) suffered by you, Company or any third party arising from or related to Company's performance of the testing protocol requested. Company makes no representation or warranty that the testing protocol requested by client is effective and/or suitable for the purpose for which the tests will be performed, and Company takes no responsibility for client's regulatory compliance and reporting. To the extent that you engage Company to perform a review of your facilities or operations, a scope of work shall set forth the specific area or matter which you desire Company to review (the "Scope of Review"). You shall allow Company access to your facilities as necessary to perform the Scope of Review, and shall provide a safe work place and working conditions for Company. Company will perform the review, applying its expertise and know-how, to identify deficiencies, areas of improvements and to make recommendations to improve your product safety ("Deficiencies and Recommendations"). Company shall have no obligation to review or bring to your attention matters and concerns that are outside of the Scope of Review, even if such matters are brought to the attention of Company incident to performing the review. At the conclusion of the review, Company will provide a written report setting out the Deficiencies and Recommendations, if any. Company does not represent or warrant that Company will identify all existing deficiencies and areas of improvement, nor does it represent or warrant that its recommendations, if adopted, will ensure the safety of your products.

- 18. WEBSITE; PORTAL.** Company may provide you online access to test results and other data management tools, via Company customer portal (the "Portal"). Your use of the Portal and any available software on the Portal are governed by the Portal Terms of Use, Company's Privacy Policy and such other agreements, user manuals and training materials available via the Portal or otherwise required by Company.
- 19. IMPORTS.** Whereas Company is requested to perform analyses on imported goods placed on Detention by the Food and Drug Administration (FDA), you will grant Company and its employees or agents, full access to the entire shipment as detailed on the FDA Notice of Action. You will be solely responsible for supplying Company with all required documentation to develop and execute sampling plans according to FDA guidelines. Company assumes no responsibility and will not be held responsible if you supply inaccurate documentation or neglect to provide requested documentation in its entirety.
- 20. LIMITED WARRANTY AND LIMITS OF LIABILITY; INDEMNITY.** Company warrants that it will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures. Company warrants that it will perform the requested test, for the sample as submitted, and will either (i) follow all procedures consistent with a validated method per ISO 17025 and the manufacturer of the testing kits, or (ii) if directed by you, follow the specific procedures specified by you. THE PARTIES RECOGNIZE THAT IT IS POSSIBLE FOR A TEST KIT TO PRODUCE AN INACCURATE RESULT EVEN IF ALL PROCEDURES ARE PROPERLY FOLLOWED, AND THEREFORE Company DOES NOT WARRANT THAT THE TEST KITS WILL PRODUCE ACCURATE RESULTS WHEN ALL PROCEDURES ARE PROPERLY FOLLOWED. THE FOREGOING EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. With respect to any and all Services, Company AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. THERE ARE NO REPRESENTATIONS OR GUARANTEES UNDER THIS AGREEMENT, OR IN ANY OTHER AGREEMENT OR COMMUNICATION, CONCERNING SERVICES, OR THE QUALITY, ACCURACY, OR FITNESS OF THE SERVICES, OR THAT THE SERVICES SHALL INSURE THE SAFETY OF ANY PRODUCT ASSOCIATED WITH THE SERVICES.
- You agree to defend, indemnify and hold Company and its officers, directors, employees and shareholders from and against any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) ("Liabilities") incurred by Company as a result of any claim, demand, action or lawsuit asserted against Company arising out of or relating to your negligent acts and omissions, or arising out of any violation of your obligations set forth in this Agreement.
- IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFIT OR GOODWILL REGARDLESS OF (A) THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OF COMPANY AND/OR (B) WHETHER COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- Company's total liability to you in connection with the Services for any and all injuries, losses, expenses, demands, claims or damages whatsoever arising out of or in any way related to such Services, from any cause or causes, shall not exceed an amount equal to the lesser of (a) damages suffered by you as the direct result thereof, or (b) the total amount paid by you or owing by you for the Services provided under the specific scope of work or sample submission form submitted by you, out of which the damages arose. We accept no legal responsibility for the purposes for which you use the Lab Services test results. Nothing herein shall be construed as a recommendation for use or distribution of the samples or products tested. Results contained in any report relate only to the items tested and described in any report.
- 21. TERMINATION.** The Services and/or this Agreement may be terminated by either party upon notice to the other party. If the Services and/or this Agreement is terminated by either party for any reason, Company shall be paid in full for all Services that have been fully or partially performed through the termination date, and you shall be provided with a report of any Services conducted prior to termination.
- 22. FORCE MAJEURE.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; governmental authority or action; epidemics; pandemics; civil disobedience; shortage of labor or materials; labor disputes; strikes, or other concerted acts of workers; embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure".
- 23. LAW AND VENUE.** This Agreement is governed by the laws of the State of Delaware. [The parties agree that the exclusive venue for any dispute between the parties under this Agreement shall be the state or federal courts located in Wilmington, Delaware and the parties agree to submit to the personal jurisdiction in such courts.
- 24. ENTIRE AGREEMENT; AMENDMENT.** This Agreement represents the entire agreement between you and Company and supersedes all prior negotiations and agreements with respect to the subject matter hereof. This Agreement may be amended only by a written agreement signed by an authorized representative from each party hereto; provided, however, that no purchase order or other order for work shall be accepted by Company which includes any conditions that vary from the above described Standard Terms and Conditions, and Company hereby rejects any conflicting terms contained in any acceptance or order submitted by you.
- 25. ASSIGNMENT.** You may not assign any of your rights or delegate the performance of any of your obligations under this Agreement without the prior written consent of Company.
- 26. AUTHORITY TO SIGN/ELECTRONIC SIGNATURES.** The person executing this Agreement on behalf of client represents that he/she has the authority to sign this Agreement on behalf of the client. Client further agrees that the electronic signature, whether digital or encrypted, of client



included in this Agreement is intended to authenticate this Agreement and to have the same force and effect as a manual signature. "Electronic signature" means any electronic symbol or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or e-mail electronic signatures.

27. **ACCEPTANCE.** If for any reason this Agreement is not signed by you, any conduct by you which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to providing samples to Company and/or performance of any service by Company for your benefit or on your behalf shall constitute acceptance by you of this Agreement and all of its terms and conditions.