



## Terms and Conditions

### **PRICING AND CHARGES**

Prices to be charged for work performed for CUSTOMER are those currently published in the Columbia Laboratories (herein referred to as “the LAB”). Standard pricing applies unless otherwise agreed in writing by the CUSTOMER and the LAB. CUSTOMER must notify the LAB of price quotation at the time of the transfer of sample(s) to the LAB. Any cancellation of testing requirements will result in charges being assessed on all testing completed prior to the notice of cancellation. Unless otherwise agreed upon, samples containing hazardous material will be shipped back to client at their expense, or disposed of at a certain fee, waste category dependent. New accounts are accepted with full payment in advance by cash, check, Visa or Mastercard. A credit line may be established with an approved credit application.

Data produced by the LAB is confirmed using internal batch QC. If the CUSTOMER requests a re-extraction it will be at their expense unless results differ from the original outside of established method measurement uncertainty.

### **DELIVERY AND LIABILITY LIMITATIONS**

The specific format of the goods will be defined by CUSTOMER to the LAB upon delivery of the sample(s) to the LAB. The LAB will analyze samples provided by CUSTOMER as requested by CUSTOMER in accordance with the procedures documented in the Quality Assurance Plan (QAP). Samples are retained for 30 days after receipt. If additional time is desired, then a written request is required, and an additional monthly fee will apply.

### **CONFIDENTIALITY**

The LAB will treat all information regarding work performed for CUSTOMER as proprietary and confidential. No CUSTOMER information will be released to third persons without the written request of the CUSTOMER.

### **LIMITATION OF LIABILITY AND WARRANTY**

The LAB gives no warranty, express or implied, or of fitness for a particular purpose, in connection with its analytical testing or reporting. Any liability of the LAB to CUSTOMER or any third party shall be limited to the cost of analysis charged to CUSTOMER.

### **PAST DUE ACCOUNTS**

Credit line account are payable within 30 days. Accounts that are 60 days past due will incur 1<sup>1</sup>/<sub>2</sub>% per month on all past due sums until paid in full and will automatically default to cash on delivery (COD). Reports will not be released unless payment on past and current invoices are received. Customer agrees to pay the interest as a service charge and all the LAB's collection costs, including reasonable attorney fees.

### **EXPERT TESTIMONY AND COURT APPEARANCES**

In the event CUSTOMER requires the further written opinion or testimony of any employee of the LAB, including response to a subpoena issued by CUSTOMER or any third person, CUSTOMER agrees to pay such additional fees and expenses as may be reasonably assessed by the LAB.

### **ALTERNATIVE DISPUTE RESOLUTION (ADR)**

Any disputes arising out of this Agreement or the analytical testing or reporting by the LAB shall be settled through mediation and/or arbitration rather than litigation, and the cost of the ADR shall be borne equally by both parties.

### **APPLICABLE LAW**

Legal matters arising from work performed by the LAB for CUSTOMER will be construed and interpreted in accordance with the laws for the state of Oregon. When sending, transferring, or submitting samples, the CUSTOMER assumes full responsibility for complying with all applicable state and federal laws