

R.D. LABORATORIES, INC.
Sample Submission Form Terms and Conditions

The following Terms and Conditions shall apply to all R.D. Laboratories Sample Submission Form unless otherwise specifically agreed by the parties in writing:

Invoicing and Payment Terms:

Remit To:
R.D. Laboratories, Inc.
204 Lange Drive
Washington, MO 63090

- Payment in advanced is required for clients whose credit has not been established with R.D. Laboratories.
- All invoices are due and payable upon invoice date and not longer than 30 days.
- In the event of default, Client shall be responsible for all collection fees and expenses, including reasonable attorney's fee. Should undisputed amounts not be paid within sixty (60) days after invoice date, R.D. Laboratories may cease all work.

Client's Responsibility:

- The Client shall be solely and exclusively responsible for the following:
 - Approval of the design specifications and scope of work covered by this Sample Submission Form, in function, safety requirements, and proper outlining or description of the manner in which the results are to be recorded.
 - Insure that the specifications and scope of work covered by this Sample Submission Form meet all Client's specifications, standards, laws, environmental regulations and good practices.
 - Pay for any and all fees which may be necessary in order to allow R.D. Laboratories to perform the work for tests listed.
 - Supply all items to be tested to R.D. Laboratories, pay all delivery charges and accept all risk of loss of the samples submitted while in transit.

Confidentiality:

- R.D. Laboratories, Inc. maintains strict confidentiality of its Client's information. Should you wish to sign a separate confidentiality agreement, R.D. Laboratories can provide one for review or you may send your own for review and approval.

Delivery Schedule:

- Testing will not commence until an accurate, fully completed R.D. Laboratories Sample Submission Form is filled out and signed by Client. The most up to date Sample Submission Form is located on our website, www.rdlaboratories.com, or is available upon request.
 - Old submission forms or incomplete submission forms may be subject to delay of requested testing until an accurate, complete form is received.
- R.D. Laboratories average turnaround time for routine testing is approximately 7-10 business days.
- Regardless of what time the sample is received during the day, the first business day is considered the next business day after receipt.
- Turnaround time is subject to prior approval and availability. A surcharge of 50% or greater will be added for expedited service (rush services).
- The scheduled dates for performance represents R.D. Laboratories best estimate; however, unforeseen delays may occur due to available reagents, lab supplies, analyst availability etc.
- Both parties will use good faith efforts to minimize the timing disruption to the scope of work.

Testing Policy:

- In our effort to provide quality, accurate cGMP results, it is our policy not to accept Client supplied values. Any values needed in a calculation will come from testing performed at R.D. Laboratories, Inc., at the Client's expense (i.e. LOD, Water, LOI, ROI).
- Out of Specification (OOS) investigations may incur additional investigation and testing fees at the Clients expense.

Packaging and Shipping:

Ship To:
R.D. Laboratories, Inc.
204 Lange Drive
Washington, MO 63090

- It is the Client's responsibility to package and ship samples in such a manor to provide safe handling of substances and identification for the personnel who receive the samples.
- Improper shipping and packaging may result in testing delay.

Retention and Disposal:

- Samples are retained for a period of 30 days after completion of analysis and then destroyed. Prior arrangements must be made to return or retain samples beyond 30 days. Hazardous samples may be returned to Client for their disposal, at Client's expense.
- Raw data will be retained for a period of five (5) years after the final report and will then be destroyed. Client may request raw data to retain longer than 5 years for an additional charge.

Proprietary Information and Technology:

- Client will own all data and written reports prepared upon payment for services.

Warranty:

- R.D. Laboratories warrants to Client that it operates its facility in compliance with applicable and current Good Manufacturing Practices, R.D. Laboratories Standard Operating Procedures and is registered with the FDA. The foregoing warranty is not transferable. R.D. Laboratories makes no warranties, express or implied, except those expressed herein. R.D. LABORATORIES SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTY THAT THE SCIENTIFIC OR PHARMACEUTICAL RESULTS WILL NECESSARILY MET CLIENTS DESIRED RESULTS.

Liability:

- NOTWITHSTANDING ANY OTHER COMMUNICATION BETWEEN THE PARTIES, THE ENTIRE LIABILITY OF R.D. LABORATORIES FOR A SPECIFIC ACTIVITY IS LIMITED TO THE COMPENSATION RECEIVED FOR THAT ACTIVITY AND R.D. LABORATORIES SHALL NOT BE LIABLE

TO CLIENT UNDER ANY THEORY (INCLUDING NEGLIGENCE) FOR LOST PROFITS, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR PENALTIES OF ANY KIND.

Termination:

- Client will be entitled to terminate the project at any time. Client shall be responsible for a pro-rata portion of the agreed price, depending on the percentage of completion of the work by R.D. Laboratories at time of receipt of notice of termination.

Indemnification:

- Client expressly agrees to indemnify and save R.D. Laboratories harmless from and against, and agrees to pay and remit to R.D. Laboratories, any and all claims, loss, damage, injury and liability, including attorney's fees and expenses, however caused, resulting from, arising out of, or in any way connected with the testing work to be performed under this Sample Submission Form, whether or not caused or contributed to by the actions or omissions of, or by any negligence or alleged negligence on the part of R.D. Laboratories, except that the provisions of this item shall not apply to loss or liability caused by the sole negligence of R.D. Laboratories.

Modification of Terms:

- These Terms and Conditions may be modified only by duly authorized agents of both parties and executed in writing. Client expressly agrees that no modification of these Terms and Conditions shall be affected by any Terms and Conditions contained in any contract, Sample Submission Form forms or other documents issued by Client even if such document is acknowledged by R.D. Laboratories, unless such terms expressly amend the specific Terms and Conditions of this Sample Submission Form.

Issuance of Sample Submission Form:

- The issuance of a Sample Submission Form or Contract for the testing outlined indicates Client's agreement with these Terms and Conditions.

By submitting the Sample Submission Form, you agree to the Terms and Conditions and confirm that the sample submission form is complete and accurate.