



# Micro Quality Labs, Inc.

3125 N. Damon Way • Burbank, California 91505

(818) 845-0070 • Fax: (818) 845-0030

E-Mail: [Karine@MicroQualityLabs.com](mailto:Karine@MicroQualityLabs.com)

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## Terms and Conditions

Unless otherwise agreed in writing, services provided by Micro Quality Labs, Inc. ("MQL") are expressly limited to the terms and conditions stated herein, and no additional or different terms from those set forth herein are accepted.

**Confidentiality.** MQL will use reasonable efforts to maintain the confidentiality of information related to the Client unless requested by law. Client shall advise any third party receiving information related to testing conducted pursuant to this Agreement that such third party should not rely upon such testing insofar as such testing may be impacted or affected by formulations developed by Client over which MQL has no control. With the sole exception of any legal proceeding in which MQL and Client are named parties, Client shall not use MQL's name or information supplied by MQL in any manner whatsoever in the absence of MQL's written prior approval.

**Prices.** Quotations are available upon request. Where quotations are requested, MQL may delay initiating the testing until a signed copy of the quotation is received by MQL. Where quotations are not requested, Client shall pay MQL normal and customary charges for the services performed.

**Payment Terms.** Payment is due within thirty (30) days upon receipt of invoice. For credit accounts, payment is due upon receipt of invoice. A 1.5% per month finance charge or the maximum charge allowed by state whichever is less, will be incurred for invoice 30 days or more past due. For credit accounts, MQL may require full or partial payment in advance at any time, and may additionally demand full payment in the event of non-compliance with its payment terms or with any other provision of the Agreement. If Client cancels after testing commences, Client shall be responsible for all fees and expenses. Payment is due upon receipt of samples for any initial order(s), except for Clients whose credit has been established. Some tests will require half payment at the beginning of the study, with the balance due upon completion of the study, before a signed report is issued. MQL has the right to ask for payment in advance in the event of non-compliance with our established payment terms. In the event of default in payment for services rendered, the Client is responsible for reasonable collection and or legal expense. Micro Quality Labs reserves the right to hold reports.

**Billing.** Unless otherwise agreed in writing, all fees are invoiced directly to Clients and are payable only in U.S. currency. MQL will not be responsible for recollecting of samples whose holding times have been exceeded due to late or unauthorized requests for third-party billing. MQL may assume that the paperwork submitted with a sample accurately describes the testing protocol desired by Client. Any changes to this protocol shall be sent to MQL immediately. Micro Quality Labs shall, wherever possible, attempt to accommodate changes requested by Client; however, MQL shall have no liability for failure to change the protocol in response to requests.

**Rush Analysis.** Clients may request rapid reporting by pre arrangement with MQL. Rapid reporting and or testing will only be performed if there is a signed written agreement to perform the services. A surcharge may be added to the cost but shall not exceed 100% of the fees for testing services performed. It is the responsibility of the Client to pay any such surcharge within 30 days of invoice.

**Hazardous Waste.** Any samples found or suspected to contain hazardous substances / waste as defined by federal or state law shall be returned to Client at Client's expense upon completion of test. Client agrees to provide MQL with a Material Data Safety Sheet for all substances known or suspected to contain hazardous substances or hazardous wastes. Any substances tested or not tested will be the property of the Client, returned to Client for proper disposal of hazardous waste and invoiced to Client.

**Reports.** MQL may charge additional fees for customized reports not used in MQL's routine report analysis. In the event that Client requests specific reports for QA/QC reporting, Client will be quoted a fee for the entire package in advance of MQL's undertaking any such customized reports.

**Litigation.** Except with respect to any arbitration or legal proceeding which may be brought by either party against the other, costs related to any legal proceeding, including arbitration or mediation related directly or indirectly to services hereunder performed for Client, shall be paid in advance by Client.



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**Warranty.** MQL warrants only the accuracy of the test results within normal tolerances of the sample as submitted and provides no other express warranties or representations regarding testing services which are the subject of this Agreement. Client hereby waives all warranties implied by law including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Client understands and agrees that samples that are tested and reported are representative of the sample received and may not be indicative of the entire manufactured batch and/or lot.

**Limitation of Liability.** In no event shall MQL be liable for any incidental or consequential damages of any kind. The aggregate liability of MQL for negligent acts and omissions and for any alleged breach of this Agreement with Client shall not exceed the fees for MQL's services paid hereunder, and Client agrees to indemnify MQL from any and all liability in excess of such amounts.

**Force Majeure.** Should performance by MQL hereunder be delayed or prevented by occurrences beyond MQL's reasonable control including, without limitation, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage, delays in receiving governmental permits or other approvals, strikes or concerted acts of workers not employees of MQL, MQL shall be excused from performance hereunder during the period of disturbance.

**Equipment Failure.** In the event that services cannot be completed by MQL due to failure of equipment, test samples will be returned to Client, and Client will be advised to forward said samples to an ISO 17025 laboratory where applicable.

**Sample Retains.** Unless otherwise agreed in writing, all samples are routinely retained in a storage facility for a maximum period of 15 days. If Client does not request samples to be retained, all samples will be destroyed within a reasonable time following the 15 day retention period. MQL will hold OTC drugs samples for a maximum of 30 days unless otherwise agreed in writing. Any water tested for portability is discarded immediately after the analysis.

**Retention and Report.** After analytical tests are performed on samples, all reports, documentation and raw data is retained for five (5) years, after which such reports will be destroyed. A surcharge will apply to preparation and printing of reports.

**Miscellaneous.** Time is of the essence as to performance of this Agreement. Client is responsible for procuring at its expense insurance protecting the value of its property and samples. This Agreement shall be governed and constructed in accordance with the substantive law of State of California, without regard to rules concerning conflicts of laws, which would direct the application of substantive laws of another state. Any and all disputes relating to this Agreement shall be resolved by a panel of three (3) arbitrators in Los Angeles County, California, whose decision shall be binding and entered as a final judgment in the Superior Court of California. The parties shall bear their own costs of arbitration.

**Understood, accepted and agreed:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>Company Name and Street Address:</b>	<b>Phone #:</b>
	<b>Fax #:</b>
<b>Contact Name:</b>	<b>Contact Phone:</b>
<b>Email Address</b>	
<b>Billing Address (If different from above)</b>	

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Technical Director / Sr. Microbiologist / QA Coordinator