



New Account General Terms & Conditions of Sale

1. Area of Application

1.1 All orders accepted by "US Botanical Safety Laboratory, a division of Bent Creek Institute, Inc." ("USBSL") will be governed by these General Terms and Conditions of Sale (the "Terms and Conditions"), including orders placed on our website, by telephone which have not been confirmed in writing, by e-mail correspondence with authorized USBSL representatives, and orders made by delivery of samples to authorized USBSL representatives. A contract with these Terms and Conditions comes into being when an order that has been placed with USBSL is accepted by Bent Creek Institute, Inc. An order placed with USBSL is considered as accepted by Bent Creek Institute, Inc. either when (a) USBSL proceeds to fulfill that order, without need for any written confirmation from USBSL; or (b) USBSL accepts the order in writing or by issuing a barcoded shipping manifest to the client; or (c) USBSL receives client's written acceptance of a corresponding USBSL work proposal and/or formulations services agreement, which is hereby attached as Exhibit A – "Scope of Work" if applicable

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the General Manager of US Botanical Safety Laboratory), employee, agent or subcontractor of USBSL has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon USBSL, unless it is in writing and signed by the General Manager of US Botanical Safety Laboratory.

2. Placement of Order

2.1 An order will be valid only if it is transmitted to USBSL by an Approved Customer, having been approved and notified of such approval either by e-mail from Bent Creek Institute, Inc., or by using USBSL's web-based sample management and tracking database, or if web service is unavailable to the customer and if prior approval has been received from USBSL, by postal mail or fax or other electronic message on letterhead of the customer. The commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times, and delivery date) must be agreed at the time of the order. The customer must confirm orders by: a) *For routine testing services*, sending samples to USBSL and including the USBSL-issued barcoded Shipping Manifest inside the sample submission's shipping container; or b) *For research or formulations services*, sending samples to USBSL as requested in writing by USBSL. USBSL is not obligated to start any analytical testing, research, or formulation work unless the order is valid and confirmed per this section 2.1 and USBSL has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the General Manager of USBSL, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and



Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by USBSL will be treated as a separate contract between USBSL and the customer.

2.3 USBSL is entitled to charge management and administrative fees of up to Twenty-Five Dollars (\$25.00) in connection with the request for additional services to an existing routine testing services order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone the estimated delivery date accordingly.

2.4 Any off-site USBSL logistical services agreed to be performed under Exhibit A – Scope of Work must be paid in full, unless partial payment arrangements have been authorized by the General Manager, or unless cancelled or modified by the customer in writing at least forty-eight hours (48) in advance for collection services, ninety-six (96) hours in advance for sampling services, and one (1) week in advance for site auditing services.

2.5 For research and/or formulation services clients, analytical testing through USBSL will be billed according to terms specified in Exhibit A – Scope of Work.

3. Price and Terms of Payment

3.1 USBSL is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

3.2 If the acknowledgment of an order does not state otherwise, USBSL's prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by USBSL in connection with the order) must be paid by the customer.

3.3 Prices are exclusive of all applicable taxes (including sales, use, and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.4 Unless specifically agreed otherwise by Bent Creek Institute, Inc. in writing, payment of all invoices is due strictly **within 15 calendar days** of the invoice date. Any dispute about invoices must be raised within 15 days of the invoice date. The challenge of an analytical result or formulation services outcome will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged an administrative penalty of Fifty Dollars (\$50) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.5 USBSL has the right to charge an additional administrative fee of Twenty-Five Dollars (\$25) to re-issue an invoice.

3.6 Once approved, the invoice settlement method is by check or electronic funds transfer/bank



transfer. Any other method of payment must receive prior agreement from USBSL and may incur additional administrative processing fees. The customer shall undertake to provide all account details for the preferred invoice settlement method.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses possible without difficulty. USBSL is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report, or using them in other analysis. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - USBSL shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by USBSL up to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to USBSL premises, instruments, personnel or representatives. It is the customer's responsibility to ensure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform USBSL personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to USBSL premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies USBSL against, all costs, damages, liabilities and injuries that may be caused to or incurred by USBSL or its personnel or representatives including on the sampling site, during transportation or in each USBSL laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At USBSL's request, the customer must provide USBSL with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of USBSL to the extent necessary for the performance of the order. Unless the customer pays for storage, USBSL shall have no obligation or liability for samples sent to USBSL for storage, including samples requiring refrigeration. If the customer pays for storage, USBSL will take commercially reasonable steps to store the samples, according to professional practice.

5.2 USBSL can dispose of or destroy samples immediately after the analysis has been performed, unless USBSL and the customer have agreed in writing on the terms of USBSL's retention of the sample. USBSL also can dispose of or destroy a customer's samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for USBSL arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, USBSL will return them to the customer, at the customer's cost and risk.



6. Delivery Dates, Turnaround Time

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by USBSL. Nevertheless, USBSL shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Work Product Use Rights

7.1 Title in any analysis results, products, equipment, software or similar supplied by USBSL to the customer will remain with USBSL until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if USBSL has accepted and begun to fulfill an order, USBSL has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to USBSL, whether for that or any other order.

8. Limited Warranties and Responsibilities

8.1 Orders are handled in the conditions available to USBSL in accordance with the current state of technology and methods developed and generally applied by USBSL and the subsequent results may not always be 100% exact and/or relevant. Analysis, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care, but USBSL cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by USBSL, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by USBSL. If USBSL has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed USBSL recommendations, USBSL shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to USBSL for examination/analyses. Unless otherwise specifically agreed in writing by USBSL, USBSL accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the receiving office or laboratory of USBSL. USBSL will use commercially reasonable care in handling and storing samples, but USBSL shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.



8.4 The customer warrants and represents to USBSL that all samples sent to USBSL for analysis are safe and in a stable condition and undertakes to indemnify USBSL for any losses, injuries, claims and costs which USBSL, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform USBSL in writing prior to shipment and label the packaging, samples and/or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be between the customer and Bent Creek Institute, Inc. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold USBSL harmless from and against any and all third party claims in any way relating to the customer or order by the customer.

9. Limitation of Liability

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) USBSL (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all USBSL partners and affiliates, the "USBSL Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the USBSL Indemnifying Party's willful misconduct in connection with the performance of an order and then, only if USBSL has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the USBSL Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to USBSL's services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the USBSL Indemnifying Party's willful misconduct in connection with the performance of the order or (ii) ten times the amount USBSL actually received from the customer in relation to the order, up to Fifteen Thousand Dollars (\$15,000).

9.2 The USBSL Indemnifying Parties shall not be liable for any indirect, direct, or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of USBSL's acceptance of an order that the customer indemnifies the USBSL Indemnifying Parties for any losses, injuries, claims and costs which the USBSL Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the USBSL Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the



results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if USBSL has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

USBSL cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond USBSL's reasonable control, or which result from compliance with governmental requests, laws, and regulations.

12. Confidentiality & Processing of Customer Data

12.1 USBSL shall be entitled to save and process personal or commercial data received from the customer for USBSL's internal purposes and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law. USBSL shall maintain the confidentiality of the customer's identity and shall not disclose the customer's identity publicly nor to other USBSL clients unless permission for such disclosures is provided in writing from the customer.

12.2 USBSL shall use commercially reasonable efforts to keep all analysis results, research and formulation services reports confidential.

12.3 Analytical test results are prepared and supplied by USBSL exclusively for the use of the customer and should not be divulged to a third party for any purposes other than appropriate and reasonable endeavors related to the customer's commercial uses of the material (including regulatory compliance) on which USBSL analytical results are based, without the prior written agreement of USBSL. Even if such written consent is given by USBSL, the customer (a) remains responsible for any consequences due to the divulgence of such results to a non-authorized third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the USBSL Indemnified Parties against any liability which the USBSL Indemnified Parties may incur as a result of such divulgence or any such third party reliance. The provisions of this section 12.3 do not apply to other non-analytical work product, research results, or formulated products produced by USBSL for the customer and which become the customer's property once the provisions of section 3 have been fully satisfied.

13. Disclaimer and Miscellaneous

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY USBSL ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF USBSL CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.



13.2 These Terms and Conditions may be modified in writing from time to time by USBSL and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time USBSL accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either USBSL or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of North Carolina in which the registered office of the company which accepted the order in question is located (including in cases involving multiple counsels for the defense or third-party respondents), which shall have exclusive jurisdiction.

AGREED by the authorized undersigned customer representative.

_____ Company has read and agreed to Section 3: Payment Terms
(initial)

Signature

Date

Title

Company and address (please print)

D&B DUNS® Number if applicable

Billing contact name

Billing contact phone

Billing contact email