



ROSE CITY LABORATORIES, LLC - TERMS AND CONDITIONS

PRICING AND CHARGES: Prices to be charged for work performed are due at time order is placed. Any cancellation of testing services, once received in the laboratory, will result in charges being assessed on ALL testing services ordered. Cancellation of testing services when ROSE CITY LABORATORIES (Hereafter, RCL) employee is in transit or on-site will incur an automatic fee of \$100. Cancellation of order after sampling has begun will result in a cancellation fee of 50% of order. **DELIVERY & LIABILITY LIMITATIONS:** RCL will analyze samples requested and provided by CLIENT in accordance with the procedures documented in the RCL Quality Manual (QM). RCL assumes no responsibility for the accuracy of such information and shall not be liable if reliance on such information results in incorrect conclusions or results. CLIENT shall indemnify RCL for and against all liabilities, losses, costs, damages, claims, obligations, fees and expenses, if relying on such information results in incorrect conclusions or results. Samples are retained for 15 days and then disposed of. RCL may sub-contract out CLIENT sample. Reports may be withheld from release unless payment on past & current invoices is received. **CONFIDENTIALITY:** RCL will use its best efforts to treat all information regarding work performed for CLIENT as proprietary and confidential. CLIENT information will be released only to persons listed on the CLIENT INFORMATION FORM, unless test results have failed. Under Oregon Law, RCL is required to notify the state authority of failed test results. It is the CLIENT'S responsibility to notify RCL in writing of any changes to persons listed on CLIENT INFORMATION FORM. **LIMITATION OF LIABILITY & WARRANTY:** RCL gives no warranty, express or implied, or of fitness for a particular purpose, in connection with its analytical testing, sampling, or reporting. Any liability of RCL to CLIENT or any third party shall be limited to the cost of analysis charged to CLIENT. In no event shall RCL be liable to CLIENT for any exemplary, punitive, indirect, incidental, special, or consequential (including lost expenses or profits) damages arising from or in any way connected with its performance or failure to perform under that agreement, even if the affected party has knowledge of the possibility of such damages. **PAST DUE ACCOUNTS:** Accounts that are past 45 days will incur a 3% charge of the invoice amount each month, until the invoice is paid in full. Client agrees to pay the interest as a services charge and all of RCL collection costs, including reasonable attorney's fees. **APPLICABLE LAW:** Legal matters arising from work performed by RCL for CLIENT will be construed and interpreted in accordance with the laws for Multnomah County, in the State of Oregon. **NET 30 ACCOUNTS:** Payment terms are NET 30 from the date of invoice, upon RCL approval of CLIENT's application for NET 30. If CLIENT is approved, the following terms apply: CLIENT agrees to pay a 3% interest Finance Fee if payment is not received within 45 days from the day invoice is issued. The Finance Fee will be 3% of the invoice amount each month, until the invoice is paid in full. CLIENT agrees to pay all of RCL collection costs, including reasonable attorney fees and associated costs due to late or non-payment. Notwithstanding the foregoing, RCL reserves the right to refuse service for any reason, including for the reason that CLIENT already has a Net 30 balance exceeding the amount agreed to in the Application. Terms and Conditions are subject to change at any time without notice. Any order placed after the Terms and Conditions have changed will be subject to the new Terms and Conditions.

Name: _____ Company: _____

Position: _____

Signature: _____ Date: _____