

## BLD GENERAL TERMS AND CONDITIONS

### 1 Definitions

1.1 The terms and conditions for services rendered by Biogen Laboratory Developments, LLC, hereby referred to as "BLD", are set forth below. The "client" shall refer to anyone operating on their own behalf or as an authorized party of a company requesting services to be provided by BLD. A client "order" shall refer to any request for services or submission of samples for analysis and will be compelled to the terms and conditions outlined below. The client order shall become a "contract" when accepted, whether verbal or in writing, by BLD.

### 2 Contract

2.1 A contract with the terms and conditions outlined below become applicable when a written or verbal order for services is requested of BLD, and/or samples are submitted for analysis. The terms and conditions set forth supercede and replace any written or verbal agreement between BLD and client.

2.2 BLD reserved the right to modify and amend information provided in leaflets, emails, website, or other promotional items at any time. Each submission of samples, or request for services will be treated as a separate contract with no expectation of the same price or turnaround time as a previous contract unless expressed otherwise and agreed upon in writing by both parties.

2.3 The client is expected to provide their full contact information which includes, but not limited to: company name, address, phone, fax, email, contact person, and a clear description of the sample(s) being submitted with a clear description of the requested analysis or service(s) to be carried out by BLD and/or its affiliates.

### 3 Price and Payment

3.1 The price of the services rendered will be agreed upon prior to the client's order. The client agrees to pay for any services rendered by the criteria hereby outlined. BLD may amend the price for services rendered due to unforeseen costs, but will provide the reason for the price change to the client. These reasons include, but are not limited to increases in material or labor costs, and travel or any accommodation in connection to the client's order.

3.2 The client agrees to pay for services within 15 days of the invoice date unless specified otherwise in writing by BLD.

3.3 Any invoices not paid by the requested due date are subject to a 1% per month fee. Any returned checks are subject to a \$25 returned check fee, and any potential discounts on the services rendered become null and void.

### 4 Cancellation

4.1 BLD reserves the right to reject and/or cancel services being conducted, or expected to be conducted on any client order at any time.

4.2 The client may cancel services at any time as long as work on the client's order has not been started. The client agrees to pay for any work started and any costs associated with the cancellation, including but not limited to shipping costs, material costs, labor costs, and processing time. A \$25 cancellation fee will be applied to any client initiated cancellation of services. In the event that 75% of the work has been completed, and/or testing has been completed but not yet reported, a cancellation by the client will not relieve the client's obligation to pay the full invoice.

### 5 Sample Submission & Client Responsibility

5.1 The client is responsible for the condition and manner in which samples are submitted for analysis. The samples will be submitted in a manner that will allow for easy sample preparation. Additional sample handling fees may be imposed if the sample is received in a manner that requires additional analysis and/or sample handling such as sub-sampling and/or sample compositing.

5.2 It is the client's responsibility to ensure that the sample submitted is representative of the client's specific need, lot and/or production batch.

5.3 The client will notify BLD in advance to request approval prior to submitting samples that may be, or may contain potentially harmful, hazardous or infectious substances, including but not limited to blood, urine, feces, or adulterated goods.

5.4 All tests will be carried out singly unless requested otherwise by the client or at the discretion of BLD for quality purposes.

### 6 Turnaround Times

6.1 The turnaround time for completion of services are estimates only, and failure on the part of BLD to meet

the expected or estimated turnaround time does not relieve the client of their financial obligations related to the services performed by BLD or its affiliates.

6.2 The client may elect to secure a "rush" service for a fee on a project basis. The rush must be approved by BLD prior to initiating a rush service. The rush fee will not be charged in the event BLD fails to deliver results at anytime on the proposed due date unless the reason for the failure is outside the control of BLD due to circumstances including, but not limited to equipment failure, failure of materials or supplies to arrive on the expected date, and/or failure on the part of a sub-contractor or affiliate to deliver their portion of any service outsourced by BLD.

### 7 Reporting

7.1 BLD may choose to mail, fax or E-mail reports at their discretion. The client will notify BLD in advance if there is a preference of reporting method.

### 8 Property Rights and Transfer

8.1 Any sample or information submitted for services becomes the property of BLD to conduct the requested service. The client may request that any material still in BLD's possession be returned after completion of the services at the client's expense.

8.2 The title to any report or material generated as a result of services conducted by BLD shall remain with BLD until all invoices have been paid in full. In the event reports and/or materials have been provided by BLD to the client, BLD shall have the right to request that all materials and any copies of the materials made by the client be returned until payment is received in full.

8.3 In the event that payment is not received within 30 days for services conducted by BLD and its affiliates for regulatory compliance including, but not limited to FDA automatic detention, BLD may notify the regulatory body of any recall of reports or information submitted by the client and/or on behalf of the client by BLD for regulatory compliance. BLD will be held harmless of any regulatory and/or financial impact this may have on the client.

8.4 Any and all information and/or reports provided by BLD to the client shall remain the property of BLD which is licensed to the client for their own purposes once paid in full. The client will not use reports or information generated by BLD for advertisement or publication without the written consent of BLD, in which case any reproduction of BLD reports will be conducted in its entirety.

### 9 Litigation

9.1 The client will notify BLD in writing of their intent or potential to file a formal complaint involving a sample or service to be conducted by BLD. Failure to notify BLD prior to commencement of service may hinder BLD's ability to serve as an expert witness. The client will be billed at the standard hourly rate of \$300 per hour in the event that BLD is legally compelled to provide testimony or related services.

### 10 Sub-Contracting

10.1 BLD shall be entitled to sub-contract any portion of a project or test, or in its entirety, at BLD's sole discretion.

### 11 Limited Warranties

11.1 All services and/or tests are conducted in good faith. BLD will select appropriate methods at its sole discretion for conducting analysis or providing services based on technologies available to BLD at the time of sample submission. BLD reserves the right to modify or select alternate methods as deemed appropriate by BLD for the situation and/or sample matrix. The client is aware of and acknowledges that analytical results may vary from sample to sample, lot to lot, and/or method to method, and may not always yield a 100% exact and/or relevant result.

11.2 Interpretation of data and/or consulting services provided are based on data generated by BLD, its affiliates, sub-contractors, and/or information provided by entities including but not limited to regulatory bodies, clients, and/or affiliates. Reasonable care will be given to such work, but the client acknowledges that any statements made, whether verbal or written are based on professional opinion and shall not be deemed absolute in nature or content, and based on information available to BLD at the time of service. In all cases, it is the client's responsibility to verify the validity of such interpretations and conclusions, and shall use any information provided by BLD at its own risk.

11.3 Each analytical result pertains only to the sample received by BLD. BLD accepts no responsibility for the collection of samples, their representative nature, and/or the manner in which they are stored or delivered prior to receipt.

11.4 BLD may provide sampling services by contract for a fee upon written request by the client. BLD will not bare any responsibility to the results or representations of any sampling and/or analysis plan provided by or modified by the client that is not in accord with the sampling and analysis recommendations outlined by BLD.

11.5 BLD will use reasonable care in handling and storing samples upon receipt, but BLD shall not be held responsible for any loss or destruction of sample(s)

prior to and/or after receipt of sample(s). The client will at all times be responsible for the packaging, security, and insurance of the sample(s).

11.6 The client warrants and represents to BLD that all samples submitted for analysis are safe and in stable condition and undertakes to indemnify BLD for any losses, injuries, claims and costs which BLD and its officers, affiliates, representatives, and technicians may suffer as a results of any sample submitted that is not in a safe or stable condition.

### 12 Limit of Liability

12.1 BLD shall not be held liable for any direct, indirect or consequential loss or damage incurred by the client or by any third party.

12.2 BLD's obligations to conduct services are between BLD and the client directly. There shall be no third party or collateral beneficiary of any warranty, claim or indemnity. The client shall indemnify and hold BLD harmless for any third party claim.

12.3 The client shall raise an objection to any service or analytical result that does not meet their standards or expectation within 30 days of receiving the analytical result(s). This period is a period of limitation. BLD will make a reasonable effort to investigate the discrepancy, and when reasonably possible, may send a representative sample to a third party to corroborate the findings. The client acknowledges that any data submitted to the client is an individual data point that represents the sample(s) submitted, and BLD will not be held responsible to initiate a retest until the client's expected values are achieved, nor does it relieve the client of their obligations to pay for services rendered by BLD.

12.4 The client shall indemnify BLD or any indemnified person for any losses, injuries, claims and costs which BLD or any indemnified person may suffer as a result of arising from or in any way connected with its role under which services have been provided pursuant to these terms and conditions.

### 13 Confidentiality

13.1 BLD will use reasonable efforts to keep analysis results in strict confidence.

13.2 The client shall maintain secrecy concerning all services provided by BLD. Services rendered are for the exclusive use of the client and must not be divulged to any third party without the written consent of BLD. In the event written consent is granted by BLD, the client shall remain responsible for any consequences due to the divulgence of such results and/or information to a third party and any reliance of such a third party on such results and/or information and hereby agrees to indemnify BLD against any liability BLD may incur to such third party or any other party as a result of such divulgence or third party reliance.

13.3 BLD shall be entitled to save and/or process personal and/or commercial data received from the client or any third party in any way. BLD shall take the reasonable measures to guard against the unauthorized or unlawful use, and/or loss or destruction of client data.

### 14 General Disclaimer

14.1 Except as expressly set forth in these general terms and conditions, all services rendered by BLD are provided "as is" and "as available", and BLD disclaims all other representations, warranties, liability or terms of any kind.

14.2 These terms and conditions may be amended by BLD periodically which shall apply to all orders placed after it is deemed that the client has received the new terms and conditions. No other amendments shall be valid unless signed by an authorized representative of BLD. The BLD website, [www.BiogenLabDevelopments.com](http://www.BiogenLabDevelopments.com) may contain additional specific requirements which are hereby incorporated and shall be deemed to form part of these terms and conditions.

14.3 In the event that a court should waive, limit or invalidate any portion of these terms and conditions, all other parts shall still apply.

14.4 The client acknowledges and agrees that these terms and conditions are hereby deemed fair and reasonable.

### 15 Governing Law

15.1 Any contract and/or dispute formed in accordance with these terms and conditions shall be governed by the laws of Oregon and the USA exclusively.