eurofins | Analytical Laboratories

## Contact

Eurofins Central Analytical Laboratories
2219 Lakeshore Drive
Suite 100
New Orleans, Louisiana 70122
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COOC California Olive Oil Council
Suzanne Moreau
2565 Alluvial Avenue
Suite 152
Clovis, CA 93611
Tel: 559 512 1840
Suzanne@cooc.com

## Quotation number K13103260002-02

Please indicate this reference for all correspondence

New Orleans, 10/23/2026

## Project quotation - COOC 2027 ECAL Certification Testing Olive Oil

Account: A00356348ZQQ

Thank you for your recent inquiry; we treasure your choice to utilize our services. Please find the requested Quotation/EOL Ordering Catalog below for your review. When submitting your samples, please place your order through the Eurofins Online Portal (EOL), print the order form and enclose it with your shipment.

If you require assistance accessing your account via EOL or simply have questions on how to place the order reach out to us at ecalservice@us4.eurofins-info.com.

**Price without tax in USD**

| Code | Analyses/packages | Unit price | Qty. | Total |
|---|---|---|---|---|
| **Test for < less than 5,000 gallons annually.** | | | | |
| **QA282-1** | **Free Fatty Acid, as Oleic (A)**<br>Method reference: AOCS Ca 5a-40<br>(Local Code: FFAOLEIC) | **42.23** | **1** | **42.23** |
| **QA20U-1** | **Peroxide Value (Acetic Acid-Isooctane Method) (A)**<br>Method reference: AOCS Cd 8b-90<br>(Local Code: <NEW>) | **35.22** | **1** | **35.22** |
| **QA20V-1** | **Specific Extinction, Ultraviolet Absorption (A)**<br>Method reference: AOCS Ch 5-91<br>(Local Code: <NEW>) | **94.19** | **1** | **94.19** |
| **Add these additional test for > over 5,000 gallons annually.** | | | | |
| **QA383-1** | **Moisture & Volatiles (Air Oven 130C)**<br>Method reference: AOCS Ca 2c-25<br>(Local Code: MOIS-VOV; M-VACO) | **35.94** | **1** | **35.94** |
| **QA328-1** | **Insoluble Impurities (A)**<br>Method reference: AOCS Ca 3a-46<br>(Local Code: INSOLIMP) | **35.94** | **1** | **35.94** |
| **QA21G-1** | **Isomeric Diacylglycerols**<br>Method reference: ISO 29822<br>(Local Code: <NEW>)<br>Send samples in brown glass bottle | **175.66** | **1** | **175.66** |
| **QA21H-1** | **Pyropheophytines (Olive Oil, HPLC-UVD)**<br>Method reference: ISO 29841<br>(Local Code: <NEW>)<br>Send samples in brown glass bottle | **175.66** | **1** | **175.66** |
| **QA0WU-1** | **OSI (Oxidative Stability Index)**<br>Method reference: AOCS Cd 12b-92 | **118.70** | **1** | **118.70** |
| **Basic Sensory AOCS Approved "Applied Sensory"** | | | | |
| **QA0RJ-1** | **Olive Oil Sensory Evaluation (Basic) (A)** | **228.00** | **1** | **228.00** |

| | |
|---|---|
| (A) | This Test is accredited. If the symbols (¤) or (§) are present, restrictions exist for certain types of samples or test parameters. |

NOTE:
1. TERMS & CONDITIONS: All work is performed in accordance with Eurofins General Terms and Conditions of Sale (USA). For a copy, please ask your account representative.
2. PREPAYMENT: Prepayment is required for New Clients, FDA Detention work and International Clients.
3. QUOTED PRICES: Include delivery of results by e-mail within the stated turnaround time. If extended deliverables or expedited turnaround times are required, arrangements can be made by contacting CAL to discuss requirements and applicable surcharges.
4. RUSH REQUESTS: RUSH requests are subject to a 100% upcharge and must be verified in advance with your Client Service Representative.
5. STANDARD TAT: Standard turnaround is approximately 10 working days, but may differ in some circumstances.
6. SAMPLE PREP/ADDITIONAL FEES: May apply to certain sample matrices, out of country samples, specific preparation requests, capsules, softgels and compositing requirements; fees usually range from $25.00 - $75.00 per sample.
7. DISCOUNTS: Discounts may be waived if payments are not made within our terms of net 30 days. Please inquire about quantity discounts for simultaneous submissions of 10 or more samples, this must be requested.
8. VALIDITY OF QUOTES: Quotes are valid for three months.
9. MINIMUM INVOICE POLICY: ECAL has a $100.00 Minimum Invoice Policy.
10. COMPLEX MATRICES: Complex matrices may incur additional fees for: 1) sample preparation and/or 2) adjustments of analytical methods. Your representative will contact you if additional charges will apply.
11. SAMPLE SUBMISSION FORM: We highly recommend you complete and enclose an ECAL Request Form with all sample submissions to ensure promptness and accuracy of your job request. All samples received without proper instructions will encounter delays.
12. RECOMMENDATION: We highly recommend you enclose this quotation with your job request or document the quotation number on your Analysis Request Form to avoid any/all processing delays.
13. SUBCONTRACTORS: Testing not offered by Eurofins CAL may be subcontracted to a laboratory deemed competent by our Quality Unit.
14. FIRST TIME SUBMISSIONS: New Client forms are required to set-up an account and pre-payment is necessary for 1st time submissions, FDA Detention work and International Clients.

We trust that the above quotation is of interest and should you have any queries, please do not hesitate to contact our office directly.

**Payment terms and conditions**

Invoice must be paid no later than thirty (30) calendar days after the invoice was issued.

By placing an order or sending samples to our laboratory, the customer accepts this quotation. This quote is provided subject, in all respects, to our standard terms and conditions of service, which can be found at https://www.eurofinsus.com/Terms_and_Conditions.pdf, and are incorporated by reference in this quote as though set forth in full in it. By signing or otherwise accepting this quote, including by submitting work to be performed by us, the undersigned confirms that he or she has read and accepts the terms and conditions and is authorized to enter into a contract on behalf of the customer identified on the quote.

**Please send your samples to this address**

Eurofins Central Analytical Laboratories
2219 Lakeshore Drive
Suite 100

Tel: +1 504 297 3400
ECALSales@us4.Eurofins-info.com

New Orleans, Louisiana 70122

**Please confirm your acceptance by returning this quotation with a signature by post or by email ECALSales@us4.Eurofins-info.com**

## Quotation valid from 10/23/2026 until 12/31/2026

**Dani Tollefson**
Business Unit Manager Central Analytical Laborator
Mob.: 15153939492
Danielle.Tollefson@ft.eurofinsus.com
cc: Mark Cheever,Business Development Director



**Signature for acceptance**

# GENERAL TERMS & CONDITIONS OF SALE

## 1. Area of Application

1.1 All orders accepted by Eurofins Food Chemistry Testing Des Moines, Inc., Eurofins Analytical Laboratories, Inc., Eurofins Microbiology Laboratories, LLC, Eurofins DQCI, LLC, Eurofins SF Analytical Laboratories, Inc., Eurofins Food Chemistry Testing Madison, Inc., Eurofins Botanical Testing US, Inc., or Eurofins Rapid Microbiology Laboratory, LLC (each, individually, a "**Service Provider**") from the undersigned ("**Client**") will be governed by these General Terms and Conditions of Sale (the "**Terms**"), including orders placed by telephone, electronic message, electronic ordering systems, Service Provider-approved sample dispatch sheets, or made by delivery of samples. Each Service Provider and Client hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**". A contract with these Terms comes into being when an order has been placed with a Service Provider, and the order is accepted by such Service Provider. An order placed with a Service Provider is considered as accepted by such Service Provider when (a) the Service Provider proceeds to fulfill that order or (b) the Service Provider accepts the order in writing. All services provided by a Service Provider are expressly limited to, and will only be provided on the basis of, the terms and conditions stated herein and to the exclusion of all other terms and conditions, including any terms or conditions which Client may purport to impose or which appear on any website, purchase order, purchasing document, order confirmation, correspondence or other document or communication provided by Client, irrespective of their date of communication.

1.2 These Terms set forth the entire agreement between the Service Provider and Client, and supersede all prior and contemporaneous negotiations, agreements, representations, understandings, and commitments with respect thereto. Notwithstanding anything herein to the contrary, to the extent the Parties have entered into a master services agreement, the terms of such master services agreement shall supersede these Terms. The Parties agree that their standard terms, conditions, and pre-printed provisions on any purchase order, acknowledgment, release or other purchasing document purporting to address the same subject matter shall be null and void and of no force or effect, whether such terms conflict with or purport to add terms to these Terms. Each Service Provider hereby rejects any prior offer made by Client to purchase services, and objects to and rejects any additional or different terms proposed by Client with respect to the subject matter of these Terms, including, but not limited to, warranties of suitability, fitness or non-infringement, requirements for a Service Provider to indemnify Client, pay damages that are unlimited in amount or pay indirect damages of any kind (including, but not limited to, consequential, incidental, punitive or special damages, and damages for lost profits or revenue, loss of use, business interruption, loss of information or for the procurement of substitute services). No employee, agent or subcontractor, other than an authorized officer of a Service Provider, has the authority to alter or waive any of these Terms as to such Service Provider or to make any representation on behalf of such Service Provider which conflicts with or purports to override any of these Terms; and no such alteration, waiver or representation shall be binding upon any Service Provider, unless it is in writing and signed by an authorized officer of the Service Provider to be bound.

1.3 For the avoidance of doubt, the Parties acknowledge and agree that in no event shall a Service Provider nor any of its affiliates (i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, hereinafter an "**Affiliate**") be jointly and severally liable with respect to any order placed by the Client. Each Service Provider and its Affiliates are separate and distinct legal entities and each Service Provider shall not be deemed to have any obligation with respect to another Affiliate's performance or non-performance of any obligation under these Terms or any order. Each Service Provider or its Affiliate shall be solely responsible for its own actions, inactions, and obligations arising from its applicable order.

## 2. Performance of Services

2.1 Each Service Provider will perform food and feed testing services in accordance with an order accepted by it (the "**Services**"). Each Service Provider warrants that all Services provided by it will be performed in a good and workmanlike manner with reasonable skill, care and diligence.

2.2 A request for any change to the scope or nature of the Services to be provided under any order shall, if mutually agreed, be set forth in an amended order which shall include any change to estimated delivery dates and fees as agreed by the Parties. A request for additional services on Samples (defined herein) that have entered the laboratory will be treated as a new order and may postpone estimated delivery dates accordingly. Analytical services may not be cancelled or modified by Client after testing is initiated.

2.3 Any logistic service off-site of Client's facility must be paid in full, unless such order has been cancelled or modified by Client at least forty-eight (48) hours in advance for collection services, ninety-six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

## 3. Price and Terms of Payment

3.1 Client shall compensate each Service Provider for that Service Provider's provision of Services and reimburse each Service Provider for costs incurred by it in providing Services according to the terms stated in the applicable order.

3.2 The price for the Services does not include any local, state, federal or foreign sales or use taxes, excise taxes, goods and services tax, value added tax, country-specific business or professional services tax or similar tax on international services or foreign entities providing services, consumption taxes, packaging or shipping charges. Client shall assume and shall be solely responsible for any such applicable taxes. Applicable taxes are those in force at the date of invoicing.

3.3 Payment of all invoices is due strictly within thirty (30) days of the invoice date, other than amounts being disputed in good faith which shall require written notice to be given to the applicable Service Provider on or before the due date of the invoice, specifying in reasonable detail the nature of the dispute. Client agrees to pay all undisputed amounts as provided above. The challenge of an analytical result will not entitle Client to defer payment. Client acknowledges that its failure to pay when due any amount owing to a Service Provider pursuant to these Terms will result in administrative costs to such Service Provider, which costs are estimated to be Seventy-Five Dollars ($75) for each failure to pay. Client agrees to pay such estimated amount (in addition to the payment of the overdue amount) as reimbursement for such costs of the Service Provider as liquidated damages and not as a penalty. The acceptance of any payment of such estimated amount will not be construed as a waiver by a Service Provider of its rights in respect of the default giving rise to such payment. All late payments may also carry interest at the rate of one percent (1%) per month. In addition, Client shall pay all collection costs, including attorney's fees and related costs, incurred by the applicable Service Provider.

3.4 Invoices are subject to a minimum invoice charge of One Hundred Dollars ($100). A Service Provider has the right to charge an administrative fee of up to Fifteen Dollars ($15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from the applicable Service Provider. Client undertakes to provide bank account and remittance details.

3.6 A Service Provider is entitled to require prepayment of up to one hundred percent (100%) of the order price as a condition of acceptance.

3.7 In addition, even if a Service Provider has accepted and begun to fulfill an order, it has the right at any time to stop performing Services if Client's account is overdue for that order or any other order.

**4. Duties of Client in Delivering Samples**

4.1 Client shall provide the applicable Service Provider with sufficient amounts of all samples or materials to be tested (the "**Samples**") together with all other information necessary for such Service Provider to perform the Services including information relating to the storage and safety requirements of the Samples.

4.2 Client hereby warrants to the applicable Service Provider that all Samples provided to the Service Provider by Client for analysis are, to the best of Client's knowledge: (i) organized and ready for analysis; (ii) free of foreign materials or substances that were not previously reported by Client; (iii) safe and in a stable condition for and during transportation, storage under normal conditions, and use in connection with instruments and by personnel or representatives; (iv) labeled appropriately if they contain dangerous or hazardous materials; (v) labeled appropriately if refrigerated or frozen storage is required; (vi) accompanied by any relevant occupational health and safety information known by Client; and (vii) delivered to the Service Provider free of any third party intellectual property restrictions that would impact the provision of the Services by the Service Provider or may cause the Service Provider to infringe or contribute to infringement of the intellectual property rights of any third party. Client shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the Samples, whether or not described as hazardous waste. At a Service Provider's request, Client must provide the applicable Service Provider with the exact composition of the Samples if Samples are believed to be hazardous.

4.3 The applicable Service Provider will conduct an initial examination of the Samples to check their condition before any Services are performed. If the Samples do not comply with the requirements described in these Terms or any order, then the applicable Service Provider will notify Client regarding the non-compliance. With Client's approval, the applicable Service Provider may: (i) prepare the Samples for use as set forth in these Terms which may result in an additional charge to Client for such preparation and a delay to the order which will be documented via a written modification to the order; (ii) terminate the order if the result of the initial examination indicates that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated, and Client shall pay to the Service Provider all expenses incurred before the effective date of termination of the order; or (iii) modify the order in writing as agreed upon by the Parties to facilitate completion of the order based upon correction of the non-compliance.

4.4 Client is responsible for the proper delivery of Samples sent to the applicable Service Provider for the performance of the Services. Unless otherwise specifically agreed in writing by the applicable Service Provider, a Service Provider accepts no responsibility for any loss or damage which may occur to any Samples in transit or to any facility or site where logistics services are being delivered. Client will at all times be liable for the security, packaging and insurance of the Samples from its dispatch until it is delivered to the applicable Service Provider's facility.

**5. Property Rights on Samples and Sample Storage**

5.1 Client hereby grants the applicable Service Provider a license and right to use the Samples solely to the extent necessary for the performance of the Services.

5.2 The applicable Service Provider shall take commercially reasonable steps to store the Samples according to professional practice; however, a Service Provider will have no obligation or liability for Samples sent to the Service Provider for storage, including Samples requiring refrigeration. A Service Provider shall not be held responsible for any loss or destruction of Samples, unless such loss or destruction is caused by its gross negligence or willful misconduct.

5.3 A Service Provider can dispose of or destroy Samples immediately after the Services have been performed, unless the applicable Service Provider and Client have agreed in writing on the terms and associated costs of the Service Provider's retention of the

Samples. A Service Provider also can dispose of or destroy the Samples after the agreed upon retention period, without further notice and at Client's cost, should an extra cost for the applicable Service Provider arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If Client requests the return of Samples, the applicable Service Provider will return them to Client, at Client's sole cost and risk.

**6. Report Terms**

6.1 Any data analyses and reports will be prepared in the applicable Service Provider's standard format and in accordance with the applicable Service Provider's standard operating procedures, unless otherwise agreed in writing. Client shall notify the applicable Service Provider in writing before the commencement of any of the Services if there are any specific documentation requirements related to the testing. Additional fees may apply for Client specific documentation requirements.

6.2 Where statements of conformity to a specification or standard for a test are included on an analytical report (e.g. pass/fail, in tolerance/out-of-tolerance), this decision shall be made in accordance with the respective statute/regulation. Where statute/regulation is absent, this decision shall be based on the numerical result without consideration of the uncertainty of the result unless otherwise agreed to in writing by the applicable Service Provider and Client, and set forth in an amendment to the relevant order.

**7. Estimated Delivery Dates and Turnaround Times**

7.1 Delivery dates and turnaround times stated in any order are estimates and do not constitute a commitment by a Service Provider. Nevertheless, the applicable Service Provider shall make commercially reasonable efforts to meet the estimated delivery dates and turnaround times as stated in each order.

7.2 Unless a different delivery method is specified in writing, analytical reports are sent by email or via other electronic means, to the attention of the persons indicated by Client in the order, promptly after the analysis is completed.

7.3 A Service Provider shall not be responsible for any delays in the timely progression of the Services to the extent any such delay is attributable to Client action or inaction. During the performance of the Services, Client shall use commercially reasonable efforts to provide any approvals required to be given by Client to the applicable Service Provider in a timely manner.

**8. Transfer of Property and Intellectual Property Rights**

8.1 Title in any analysis results, analytical reports, or other work product (the "**Results**") supplied by a Service Provider to Client shall remain with the applicable Service Provider until all invoices in respect thereof have been paid by Client in full, and until such full payment, Client shall have no ownership or property rights therein.

8.2 The applicable Service Provider shall be entitled to store, aggregate, and use any System Data generated as a result of the performance of the Services. "**System Data**" means control data from laboratory tests or transactional, volume and performance data related to the Services, which does not contain (i) any personally identifiable information; or (ii) Client Confidential Information.

8.3 Client hereby acknowledges and agrees that any and all inventions, discoveries, trade secrets, know-how, improvements, methods, systems, software programs, practices, procedures and processes, and proprietary materials including, but not limited to, structural and functional information and other data repository, formulations and techniques, whether or not patentable or copyrightable ("**Intellectual Property**"), that is owned or controlled by a Service Provider as of the date hereof, or that is developed, conceived or reduced to practice outside of the performance of the Services by a Service Provider, and all modifications or improvements thereto, shall vest in, be the property of, and shall be owned solely and exclusively by, the applicable Service Provider ("**Service Provider Background IP**"). Client hereby acknowledges and agrees that any and all Intellectual Property that is developed, conceived or reduced to practice by representatives of a Service Provider in the performance of the Services and that is (i) within the field of the Service Provider Background IP, and (ii) does not rely on or incorporate Client's Samples or Confidential Information ("**Service Provider Developed IP**"), is not part of the Results and shall vest in and be the sole and exclusive property of that Service Provider. Client shall be allowed to use the Service Provider Background IP and the Service Provider Developed IP, at no cost to Client, to the extent it is incorporated into the Results.

**9. Litigation Support Services**

9.1 Each order shall identify whether any of the Services requested may be used by Client for litigation support ("**Litigation Support Services**"). Each Service Provider may, in its sole discretion, accept or reject any request to perform Litigation Support Services. Except as expressly agreed by the applicable Service Provider, no Services or Results may be used as Litigation Support Services.

9.2 In the event that a Service Provider decides to perform the Litigation Support Services, Client represents and warrants that any such Services shall not be used against other food, beverage, supplement, or other consumer product manufacturers, sellers or their agents unless specifically agreed by the applicable Service Provider in advance.

9.3 If a Service Provider is required to provide testimony or records regarding any of the Services provided hereunder, including Litigation Support Services, in connection with any legal, governmental or administrative process or proceeding, for any reason other than improper performance by the applicable Service Provider of the Services, then Client shall reimburse such Service Provider for its reasonable costs, including the cost for time spent preparing and providing such information.

## 10. Limited Warranties and Responsibilities

10.1 Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care, but a Service Provider cannot guarantee that Results will always be exact or relevant. Results are influenced by outside factors including, but not limited to, the condition of the Samples when received by the applicable Service Provider, the current state of (and limitations of) technology and methods developed and generally applied by the applicable Service Provider (i.e. methods for testing food, dietary supplements and infant formula), applicable testing tolerances, selection of testing methodologies from among available options, and the impact of contaminants or undisclosed/unknown substances contained in a Sample. As a result, the Results may not always be 100% exact or relevant. This limited warranty expires six (6) months after the delivery date of the Samples, if the order does not specifically state otherwise. Due to the inherent limitations of testing factors described above, Client must independently verify the validity of any Results, interpretations, assessments and conclusions supplied by a Service Provider if it wishes to rely on the same in respect of matters of importance, and shall do so at its own risk.

10.2 Unless specifically agreed otherwise in writing, analyses to be performed for Client shall be assumed to be on Samples to be used for non-pharmaceutical purposes. Any analysis Client requires to be done for Samples used for pharmaceutical purposes or for the purposes of supporting work under regulations other than those governing food, dietary supplements or infant formula shall be subject to separate regulatory standards to be agreed in writing by the applicable Service Provider and Client.

10.3 Each Result relates exclusively to the Sample analyzed by the applicable Service Provider. If the applicable Service Provider has not expressly been mandated and paid for the definition of the sampling plan (including which raw materials or finished products to sample and at which frequency they should be analyzed) and the definition of the precise range of analysis to be performed, or if Client has not followed the applicable Service Provider's recommendations, a Service Provider shall not bear any responsibility if the sampling plan or the range of analysis to be performed prove to be insufficient or inappropriate. In all cases, Client's interpretations, assessments and conclusions derived from the Results of the Services provided by a Service Provider are solely Client's responsibility.

10.4 Each Party hereby represents to the other Party that: (i) it has full power and authority to enter into these Terms and the undersigned is its duly authorized representative; (ii) these Terms have been duly authorized; (iii) these Terms are binding upon it; and (iv) performance of these Terms does not conflict with any other legal obligation of the Party.

10.5 Unless explicitly agreed in writing by all Parties, the contractual relationship shall be exclusively between Client and the applicable Service Provider. There shall be no third party beneficiary or collateral warranty relating to any Services.

## 11. Indemnification and Limitation of Liability

11.1 A Service Provider shall individually, and not jointly, defend, indemnify and hold harmless Client from and against those liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorneys' fees, court costs and any amounts paid in settlement) ("**Damages**") claimed by a third party against Client as a direct result of that Service Provider's gross negligence or willful misconduct; provided, however, that such Service Provider shall have no obligation under this Section 11.1 for any Damages to the extent attributable to the negligence or willful misconduct of Client.

11.2 Client shall defend, indemnify and hold harmless the applicable Service Provider and its employees, officers, agents, representatives, successors and assigns from and against any Damages claimed by a third party against the applicable Service Provider; provided, however, that Client shall not be liable for any Damages to the extent attributable to the negligence or willful misconduct of the applicable Service Provider.

11.3 Except to the extent that such limitations are not permitted or are void under applicable law, in no event shall the Service Providers or Client be responsible for any indirect, consequential, incidental, punitive or special damages (including, without limitation, damages for lost profits or revenue, loss of use, business interruption, loss of information, or for the procurement of substitute services) of each other or of any third party, even if it has been advised of the potential for such damages and regardless of whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. In all cases, each Service Provider's liability for any claim or series of related claims of Client or of any third party arising under or relating to these Terms shall be limited to the value of the Services to which such claim relates.

## 12. Remedy for Deficient Services and Repeated Analysis

12.1 In the event that any Services are improperly or inadequately performed by a Service Provider, Client's sole and exclusive remedy, and that Service Provider's sole obligation, with respect to such deficient Services shall be for Client to either: (i) require that Service Provider to re-perform such improper or deficient Services, subject to the provisions of Section 12.2 below, or (ii) request a refund of all amounts paid to that Service Provider for such improperly or inadequately performed Services.

12.2 Objections to Results must be made within thirty (30) days after Client receives the Results. However, unless the results of the repeated analysis do not match those of the original analysis in all material respects, Client shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if the applicable Service Provider has a sufficient amount of the original Samples on hand when it receives Client's objection. Otherwise, Client will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## 13. Force Majeure

13.1 Neither Party shall be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond such Party's reasonable control, or which result from compliance with governmental requests, laws and regulations.

## 14. Processing of Client Data

14.1 A Service Provider shall be entitled to save and process personal or commercial data received from Client in any way, no matter whether such data stem from Client directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

14.2 A Service Provider shall use commercially reasonable efforts to keep all Results confidential, subject to the applicable Service Provider's rights set forth in clause 8.2 and the right to use them in order to demonstrate its entitlement to payment for Services rendered.

14.3 Results are prepared and supplied exclusively for the use of Client and should not be divulged to a third party for any purpose without the prior written agreement of the applicable Service Provider, which may be granted or withheld in its sole discretion. Results may not be publicly disclosed or used to make or support a comparison with any other person or entity's products or services without the prior written consent of the applicable Service Provider. Even if such written consent is given by the applicable Service Provider, Client (a) remains responsible for any consequences due to the divulgence and use of such Results and any reliance of a third party on such Results and (b) hereby agrees to indemnify the applicable Service Provider against any liability which such Service Provider may incur as a result of such divulgence or any such third party reliance.

## 15. Confidentiality

15.1 From time to time, the Parties may exchange Confidential Information in furtherance of the performance of the Services. A Party disclosing Confidential Information shall be referred to as the "**Disclosing Party**" and a Party receiving Confidential Information shall be referred to as the "**Receiving Party**". "**Confidential Information**" shall mean any non-public, proprietary information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a Disclosing Party, whether in tangible or intangible form and including information that is derived through observation or examination of the Disclosing Party's facilities or operations, including without limitation, the fact that any Party has entered into these Terms or provided or obtained services from the other, trade secrets, know-how, designs, product samples, product formulations, prototypes, data, processes, formulas, methods, materials, analyses, reports, compilations, research notes, technology, manufacturing techniques, pricing, the identity of and information relating to services, equipment, procedures, customers, suppliers or employees, sales and marketing information, financial information and any other non-public business information.

15.2 The Receiving Party shall protect and hold in confidence all Confidential Information of the Disclosing Party, using the same degree of care it uses to protect its own valuable information, provided it shall use no less than reasonable care. The Receiving Party shall limit its disclosure of the Confidential Information to its directors, officers, employees, Affiliates and/or subcontractors (collectively, "**Representatives**") who "need-to-know" such Confidential Information to carry out the Services, and who are subject to legally enforceable obligations in connection with such Confidential Information, which are no less restrictive than those imposed on the Receiving Party under these Terms. The Receiving Party also shall not reverse engineer or copy the design, samples or prototypes, or any components thereof, of any Confidential Information for any purpose. The Receiving Party shall be responsible for any breach of these Terms by its Representatives.

15.3 Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a breach of these Terms by the Receiving Party; (b) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records; (c) is received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; or (d) is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party's contemporaneously written records.

15.4 Notwithstanding anything to the contrary contained in these Terms, Confidential Information may be disclosed by a Receiving Party as required by applicable law or legal process, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, except where impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protective order with respect to such disclosure. Notwithstanding the foregoing, Confidential Information that is disclosed pursuant to applicable law or legal process shall remain Confidential Information for all other purposes of these Terms.

15.5 At the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's option, all Confidential Information, provided, however that the Receiving Party may retain one (1) copy of any such Confidential Information for legal archival purposes and any electronic back-up copies maintained in the ordinary course of business.

**16. Term; Termination**

16.1 These Terms shall be effective on the date last signed below and shall continue in effect until terminated by either Party as permitted by this Section 16 (the "**Term**").

16.2 A Party may terminate these Terms at any time for any reason upon at least sixty (60) days prior written notice to the other Party. These Terms may be terminated by either Party effective immediately upon written notice if (i) the other Party commits a material breach of any term of these Terms which breach is irremediable or, if such breach is remediable, such breach remains uncured thirty (30) days after written notice of such breach (or five (5) days in the case of a failure to make payment of any invoice when due) is received; or (ii) the other Party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute.

16.3 Upon termination of these Terms, Client shall pay the applicable Service Provider within thirty (30) days following the effective date of termination, any and all amounts due and owing for Services performed and documented expenses incurred up to the effective date of termination.

16.4 Upon termination of these Terms as permitted by this Section 16, neither Party shall have any further obligations hereunder except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants set forth herein that by their nature are meant to extend beyond the Term including, without limitation, Sections 8 (Transfer of Property and Intellectual Property Rights), 9 (Litigation Support Services), 11 (Indemnification and Limitation of Liability), 15 (Confidentiality) and 19.1 (No Publicity). The provisions of this Section together with any other section which is necessary for the interpretation or enforcement of these Terms shall survive the expiry or termination of these Terms howsoever arising.

**17. Insurance**

17.1 Throughout the Term, each Party will maintain insurance of such types and in such amounts as are comparable to those maintained by similarly situated companies in the industry and as are commercially reasonable in light of the Parties' respective obligations and the Services to be performed under these Terms or any order.

**18. Subcontracting; Assignment**

18.1 Each Service Provider is hereby authorized to subcontract any or all Services requested by Client to any of its Affiliates or to a third party. A Service Provider who subcontracts Services shall be responsible for the performance of its subcontractors as and to the same extent the Service Provider would be responsible had it directly performed such Services.

18.2 No Party shall assign, by merger, reorganization, operation of law or otherwise, or transfer any obligation or right of such Party under these Terms ("**Assign**") to any other person or entity without the prior written consent of the other Party, and any attempt to Assign these Terms without such consent shall be void; provided, however, that a Party may Assign these Terms without such consent to an Affiliate or to a purchaser of all or substantially all of the stock or assets of such Party or to an entity into which such Party is merged. These Terms shall be binding upon the Parties, their successors and their permitted assigns.

**19. No Publicity**

19.1 No Party shall: (a) use or display the name, logos, trademark of the other, or the name of any representative of the other for any purpose, without the prior written consent of the other Party; or (b) state or imply that the other Party endorses or approves any of its services, materials, products or compounds without the prior written consent of the other Party.

**20. Governing Law**

20.1 These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. It is the intention of the Parties that in the event disputes should arise over the interpretation and application of these Terms, the Parties will first attempt to settle such disputes by negotiation and consultation between the senior executives of Client and the applicable Service Provider.

**21. Disclaimer of Warranties**

21.1 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, NO SERVICE PROVIDER GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**22. Miscellaneous**

22.1 **Independent Contractor**. It is understood and agreed that each Service Provider shall perform its duties as an independent contractor and not as an agent, employee, partner or joint venture of Client. Neither Party shall have the authority to bind or commit

the other Party in any manner whatsoever and shall not, at any time, hold itself out to third parties as having authority to enter into or incur any commitments, expenses, liabilities or obligations of any nature on behalf of the other Party except as permitted in these Terms, an order, or other document expressly providing such authority.

22.2 **Non-Exclusivity**. Nothing in these Terms is intended or shall be construed to create an exclusive relationship between the Parties. These Terms shall not restrict either Party from providing or receiving similar or like services to or from others.

22.3 **Amendment**. Unless exceptions have been agreed in Section 23, these Terms are deemed accepted by each Service Provider without signature. Terms may be modified from time to time by the Service Provider as posted at https://www.eurofinsus.com/Terms_and_Conditions.pdf and unless Client objects with written notice to Service Provider prior to placing orders, orders will be governed by the most recent version of these Terms that is in effect at the time the Service Provider accepts the order. Prior to placing any order, Client will review updated terms at https://www.eurofinsus.com/Terms_and_Conditions.pdf.

22.4 **Notices**. Any notice required or permitted to be given hereunder by either Party shall be in writing and shall be deemed given on the date received if delivered personally, or by reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid at the registered company address of such Party.

22.5 **Waiver**. A waiver of any term, provision or condition of these Terms shall be effective only if it is in writing and no waiver, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver or estoppel of any such term, provision or condition or any other term of these Terms. No failure or delay by either Party in exercising any right or remedy under these Terms shall constitute a waiver of such right, nor shall it prevent or restrict its further exercise.

22.6 **Severability**. If a final judicial determination is made that any provision of these Terms is an unenforceable restriction against either Party, the provisions hereof will be rendered void only to the extent that such judicial determination finds such provisions unenforceable; and, to the extent possible, such unenforceable provisions shall be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of such invalid or unenforceable provisions. A judicial determination that any provision of these Terms is unenforceable will not render the entire Terms unenforceable, but rather these Terms will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

22.7 **Counterparts**. These Terms may be executed in any number of counterparts, each of which shall be deemed an original and all of which together will constitute one and the same agreement. Electronic or PDF image signatures shall be treated as original signatures. Delivery of an electronic copy of an executed counterpart of these Terms by email shall constitute valid and sufficient delivery thereof.

**23. Comments and Exceptions**

List any comments or mutually agreeable exceptions to these Terms.

[Insert comments and exceptions here, if any]

**Service Provider Approval of Exceptions (signature only necessary if exceptions have been made)**

Service Provider Entity: _____

By: _____

Name: _____

Title: _____

Date: _____

Agreed and accepted on behalf of Client by the undersigned, its duly authorized representative, on the date set forth below. By signing below, the undersigned represents and warrants he/she is an authorized representative with all necessary power and authority to bind Client to these Terms.

**Client (sign below)**

Client Entity: _____

By: _____

Name: _____

Title: _____

Date: _____