



Standard Terms and Conditions

Acceptance: In submitting a Lab Request form, sample submission form, Company PO or request for work on Company Letterhead will constitute as acceptance of these Terms and Conditions.

Confidentiality: As per Boston Analytical, Inc.'s Confidentiality Agreement, strict confidentiality is and will be maintained in all relations with clients. In accordance with the Agreement, no information, both standard and proprietary, is or will be disclosed to any other Party without the written permission of the said Party. Boston Analytical, Inc. prohibits the use of its name in connection with any unauthorized conclusions based upon its reports without prior written consent. The client will be notified immediately if any information is subpoenaed by, and must be released to, a regulatory or legal body. Likewise, the client agrees to respect all such relationships of trust. The client agrees that it will not use Boston Analytical, Inc.'s name and/or data in any such manner, which may cause damage to the company's business or reputation. The name Boston Analytical, Inc., or any variation or alteration of said name will not be published, either alone or in association with said client, without prior, written approval from the President or CEO of the company.

Samples Submitted for Analysis Must Include:

1. Complete analysis and billing instructions on Boston Analytical, Inc. Lab Request Form, Sample Submission Form, company letterhead or purchase order, signed and dated by person with authority to submit samples for the client. Be sure to include name and address for reporting and billing (if different) as well as telephone number and contact name.
2. Identifying marks on each sample and on accompanying paperwork, along with any hazardous information or MSDS sheets.
3. Any special instructions, requested turnaround time, and/or additional contacts to receive results.

Non-Routine Analyses: For analyses that we have not performed in the past, samples are accepted subject to prior approval of the Lab Manager and Technical Director, after review of the method to be performed and a quotation from the Finance Department is accepted. Additional set-up fees may be applicable.

Turnaround Time (TAT): We pride ourselves in the ability to meet your TAT needs. Our target TAT will be 10 business days or less for most routine analyses, unless you state otherwise. TAT is based on business date of receipt of sample at Boston Analytical, Inc. Any samples received, for standard TAT, after 3 p.m. on regular business days, will be assigned the next business day.

Rush Programs: A surcharge will be added to the fee if rapid reporting is requested or work is requested to begin immediately upon receipt of the sample, dependent upon the analysis requested. Clients are informed of all surcharges prior to the start of analysis. The following is a list of our standard rush fee schedule.

RUSH (3-5 business days) if available is at a 25% surcharge above list fee.

EMERGENCY RUSH (2 business days, samples received after 12:00 noon will be considered received the next business day) if available is at a 50% surcharge over list fee.

SAME DAY RUSH (Samples received after 10:00 am will be considered received the next business day) if available is at a 100% surcharge over list fee.

RUSH and EMERGENCY RUSH service must be approved by the Laboratory Manager prior to submission.

Billing: All fees are charged directly to the client after completion of the analysis and a report is issued. Billing to a third party will not be accepted without a written statement, signed by the third party, which acknowledges and accepts payment responsibility.

Pricing: Prices for Testing are subject to change without notice.

Quantity Discounts: Quantity discounts are available for routine sample testing, at the approval of the President or CEO. All discounts are contingent upon meeting payment terms. Boston Analytical, Inc. reserves the right to suspend discounts on late payments. Discounts do not apply to services provided by hourly rates. The following is a list of our current discount programs.

1. 5% Discount on Assay Samples – For 10 or more samples tested at one time.
2. 10% Discount on Assay Samples – For 30 or more samples tested at one time.

The President or CEO of the company must approve additional discount requests. A quotation must be issued and an expiration date will be stated. At the time of the expiration, the discount will be reviewed based on the volume of work, from the previous year, type of analysis, and work continuity.

Cancellation and Delay: If a project is cancelled at the request of the client, Boston Analytical, Inc. holds the right to charge a cancellation fee of up to 20% of the total project cost. Additional charges to be assessed at the discretion of Boston Analytical, Inc. may include project specific chemicals, instruments, supplies and shipping fees. Boston Analytical reserves the right to cancel the project and forward any and all cancellation fees to the client, for projects that are on a "hold" status for greater than 60 days.

Payment Terms: For clients with approved credit, Boston Analytical's standard terms of payment are net thirty (30) days of the date the invoice was issued, unless special terms were established in writing prior to the start of the project. Payment is required in US dollars. If these terms are not met, accounts over 30 days past due will incur a 1.5% per month late charge (18% per annum) on all unpaid balances and any discounts issued may be withdrawn. Accounts with invoices remaining unpaid over 60 days after invoice date will be placed on credit hold and no work will be performed or results issued until arrangements are made to bring the account current. Any invoices remaining unpaid over 90 days after invoice date will be sent to a collection agency, at additional cost to the client. Boston Analytical reserves the right to request payment in advance, if the established payment terms were not met in the past. In the event of a default payment for services rendered, the client is responsible for reasonable collection and/or legal fees. There will be a \$35.00 charge for any checks returned.

Sample Return/Retention: Any remaining samples will be properly disposed of by Boston Analytical, Inc. sixty (60) days after completion. Clients requiring their samples returned to them should indicate such in writing or on the sample submission form. Sample will be returned to the client at their expense. Any samples suspected of being hazardous will be returned to the client at their expense. Proper disposal of said hazardous material by Boston Analytical, Inc. can be arranged at the expense of the client.

Data Return/Retention: Boston Analytical, Inc. will discard project files after five years with the exception of method development and validation files, any work related to new drug submissions, Client research and development files. If project files need to be kept for greater than 5 years than Boston Analytical, Inc. must be notified in writing.

Litigation: In the event Boston Analytical, Inc. is subpoenaed for testimony in a court of law, for retrieving documents, or for any other purpose relating to work performed by Boston Analytical, Inc. in connection with work performed for that client, shall be paid for by the client. Such costs shall include, but are not limited to, hourly charges for persons involved in responding to subpoenas, travel, accommodations, mileage, attorney preparation of testimony and advice of counsel in connection with subpoenas or other legal matters pertaining to said litigation. Including all other expensed deemed reasonable and associated with said litigation.

Warranty and Limits of Liability: Boston Analytical, Inc. warrants the accuracy of its Testing for the sample submitted. We assume no responsibility for the purposes for which the client uses the test results, nor liability for any other warranties, expressed or implied. These terms and conditions shall supersede any conflicting terms and conditions stated on any purchase order, or other order of work submitted by the client. Any testing performed by Boston Analytical, Inc. under properly trained analysts (as solely determined by Boston Analytical) which are determined by the client to be inaccurate and which after investigation by Boston Analytical, Inc. are acknowledged in writing by Boston Analytical's Laboratory Manager to be inaccurate, shall be re-tested by Boston Analytical, Inc. without charge to Client, provided that Client provides Boston Analytical, Inc. with a written request for such investigation with two months after client knew or should reasonably have known of the inaccuracy. Client may be required to provide Boston Analytical, Inc. with an additional sample if Boston Analytical deems necessary.