



TEST REQUEST FORM

105 South Sunset St., Suite O,
Longmont CO 80501
Phone (720) 378-3787
www.CMDC Labs.com

Lab#: _____
(CMDC USE ONLY)

Complete one form for each Certificate of Analysis--if more than one sample is listed, all samples will be reported on the same Certificate of Analysis. All sections must be completed. Print the completed form, sign, date and submit to CMDC with the sample(s).

PO # _____

SEND CERTIFICATE OF ANALYSIS TO:

Contact: _____
Company: _____
Phone: _____
Fax: _____
Email: _____
Results by: Email and Mail Email only
Address: _____
City: _____ State: _____
Zip: _____ Country: _____

SEND INVOICE TO:

Same as Certificate Information
Contact: _____
Company: _____
Phone: _____
Fax: _____
Email: _____
Address: _____
City: _____ State: _____
Zip: _____ Country: _____

Sample Name: _____
Lot #: _____ Batch #: _____
Code #: _____ Other: _____

| Tests Requested (Must be Provided) | Methodology (Must Be Provided) | Specification (Must be Provided) |
|------------------------------------|--------------------------------|----------------------------------|
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TURN AROUND TIME

- Standard
- STAT
(50% Surcharge for rush testing)
- PRIORITY STAT
(100% Surcharge for testing Initiated upon receipt or requiring weekend work)

SAMPLE STORAGE

- Hazard Information
(Label outside of shipping package)
- Room Temperature
- 2°C to 8 °C (Fridge)
- 25°C to -10°C (Freezer)
- Other: _____
(Verify that CMDC can accommodate the "other" storage condition prior to sending samples to CMDC)

FINAL SAMPLE DISPOSITION

- Return to Client
(Charge for shipping)
- Store at CMDC for not less than two weeks
- Discard after testing

SHIPPING CONDITION

- Ambient on Ice
- On Dry Ice

SAMPLE TYPE

- FDA Regulated
- Not FDA Regulated

SPECIAL INSTRUCTIONS

After Completion Print, Sign & Submit to CMDC with the sample(s)

TERMS AND CONDITIONS

1. Application

- a. These General Terms and Conditions (the “Terms and Conditions”) apply to all orders placed by a customer (“customer”) with CMDCL Labs, LLC or any of its subsidiaries or affiliates” (collectively, “CMDCL”). By placing an order with CMDCL, customer agrees to be bound by these Terms and Conditions.
- b. All orders accepted by CMDCL will be governed by these Terms and Conditions, including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract incorporating these Terms and Conditions is created when an order submitted by customer is accepted by CMDCL. An order is deemed accepted by CMDCL when and only when: (a) CMDCL commences to fulfil that order, without need for any written confirmation from CMDCL or (b) CMDCL accepts the order in writing. Unless and until an order is accepted by CMDCL, CMDCL shall have no obligations or liabilities whatsoever to customer or third parties with respect to such order.
- c. 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 written agreements between the parties. Only the manager of CMDCL 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 CMDCL, unless it is in writing and signed by an authorized representative of CMDCL.
- d. Any terms proposed or submitted in an order placed by a customer which are in addition to or different from these Terms and Conditions and are not otherwise accepted by CMDCL in a writing signed by an authorized representative of CMDCL are hereby expressly rejected and of no force or effect.
- e. All orders must be in writing and delivered by mail or fax or other electronic message. All orders communicated by telephone must be promptly confirmed in a follow-up writing. CMDCL is not obligated to perform any analytical testing unless and until it has received and accepted a written order from the customer together with all other information and materials necessary for CMDCL to perform the contracted for services.
- f. Each order accepted by CMDCL will be treated as a separate contract between CMDCL and customer.

2. Price and Terms of Payment.

- a. Prices for services will be confirmed by CMDCL at the time CMDCL accepts an order. If the price for a service is not confirmed, then the price for the such service will be CMDCL’s standard list price at the time an order is accepted.
- b. Unless the acknowledgment of an order provides otherwise, all prices quoted for services are “ex works” CMDCL’s facility and are exclusive of applicable taxes (including sales, use and VAT) and freight charges.
- c. Unless agreed otherwise in a writing signed by an authorized representative CMDCL or in its acceptance of an order, all invoices are due without offset or deduction 30 days from the invoice date. Any dispute of an invoice must be raised in writing no later than 30 days from the invoice date or such dispute is irrevocably waived. The challenge of an analytical test result will not entitle a customer to defer or withhold payment of an invoice. Any invoice which remains outstanding more than 30-days past the date due will accrue interest at the rate of 1.5% per month or the maximum interest rate permitted by applicable law, whichever is lower.
- d. In the event customer fails to pay when due the full amount of an invoice, such customer shall pay on demand any fees, costs, or expenses for collection of such unpaid amounts incurred by CMDCL (including, without limitation, reasonable attorneys’ fees and expenses).
- e. CMDCL may require pre-payment of up to 100% of the quoted order price as a condition of acceptance.
- f. CMDCL shall have the right to suspend or terminate providing services to customer in the event customer fails to pay any invoice when due.

3. Customer Materials.

- a. All test samples and other materials provided by customer (“Customer Materials”) must be in a condition that will allow for the performance of tests and the preparation of reports/analyses using CMDCL’s customary techniques and processes without undue difficulty. CMDCL will conduct an initial examination of Customer Materials upon receipt. Unless otherwise provided in the SOW, if the Customer Materials do not comply with the requirements described in this section 3.1, CMDCL shall be entitled to terminate or suspend the services with respect to such non-conforming Customer materials and the customer be charged for all costs and expenses with respect thereto.
- b. Customer shall comply with all applicable laws and regulations including, without limitation, hazardous waste regulations, with respect to transportation of the Customer Materials.
- c. Customer warrants and represents to CMDCL that all Customer Materials provided to CMDCL will be safe and in a stable condition, suitable to be used for the analytical tests requested. Customer shall inform CMDCL in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if Customer Materials are dangerous or otherwise of a hazardous nature.
- d. All Customer Materials will become the property of CMDCL to the extent necessary for the performance contracted for services.
- e. CMDCL will dispose of or destroy Customer Materials after the conclusion of testing and the issuance of the testing report, unless CMDCL and customer have agreed in writing that CMDCL will retain or return such materials to the customer at customers sole cost and expense.



4. Delivery Dates, Turnaround Time.

- a. All delivery dates and turnaround times are estimates only and do not constitute a firm commitment by CMDCL. Nevertheless, CMDCL shall make commercially reasonable efforts to meet estimated deadlines.
- b. Testing results will be delivered by email and/or by USPS mail, or via other electronic means, to the attention of the person(s) indicated by the customer in the applicable order.

5. Transfer of Property

- a. Title to any analysis, test results, products, equipment, software or similar items will transfer to customer when all invoices with respect thereto have been paid by customer in full. Until such time, customer shall have no property rights or other rights in or to such materials.

6. Limited Warranties and Responsibilities.

- a. All analytical testing services will be rendered in accordance with the current state of technology and methods developed and generally applied by CMDCL. Unless otherwise mutually agreed by the parties, all analytical testing will be conducted using protocols approved by the customer using validated methods provided, however, CMDCL makes not representation that test results will be 100% accurate and/ or relevant. All analyses, interpretations, assessments, and conclusions based upon such test results will be prepared in good faith using commercially reasonable care based upon information reasonably available CMDCL; provided, however, that CMDCL does guarantee that such analyses, interpretations, and assessments will be correct or absolute.
- b. Each analytical report relates exclusively to the sample analyzed by CMDCL unless CMDCL has agreed in writing to develop and implement a 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.
- c. Unless agreed by CMDCL in writing, all services are provided for the exclusive use and benefit of customer. Analytical testing results are not to be publicly disclosed or exploited without the prior written consent of CMDCL. Even if such written consent is given by CMDCL, customer remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party.
- d. Unless agreed by CMDCL in writing, testing performed by CMDCL will not be in accordance with current Good Laboratory Practices.
- e. Customer acknowledges that it is a conflict of interest for CMDCL to perform laboratory testing on products developed in whole or in part by CMDCL or its affiliates ("CMDCL Developed Products"). To the extent, if any, that Customer requests CMDCL to perform laboratory testing on CMDCL Developed Product, Customer, on behalf of itself, its members, affiliates, licensees, customers, successors and assigns hereby waives to the fullest extent permitted by law such conflict of interest and any and all rights and remedies arising therefrom.

7. Limitation of Liability; Disclaimer of Warrantie

- a. IN NO EVENT SHALL CMDCL BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. Without limiting the generality of the foregoing, in no event shall CMDCL's liability for services provided to customer, whether for breach, indemnification or otherwise, exceed the aggregate amount of all payments made by customer to CMDCL during the six (6) months immediately preceding the date upon which such liability first arises.
- b. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NEITHER CMDCL OR ANY PERSON ON CMDCL'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

8. Customer Indemnification.

- a. Customer shall indemnify and hold CMDCL, its employees, managers, members, representatives, consultants, successors and assigns from and against from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, costs or expenses ("Claims") (including interest and penalties and reasonable attorneys' fees and professional fees and expenses of litigation) arising out of, in connection with, or resulting from services provided to customer by CMDCL except to the extent such claim arises in whole or in substantial and material part from CMDCL's gross negligence or willful misconduct.

9. Repeated Analysis.

- a. Objections to test results must be made within ten (10) days after the customer receives the test results. Except in the case of manifest error by CMDCL, customer shall be responsible for the cost any requested repeat testing or review. A repeated analysis will be possible only if CMDCL has a sufficient amount of the original Customer Materials on hand at the time of Customer's request for retesting.

10. Force Majeure.

- a. CMDCL shall not be held liable or responsible to customer nor be deemed to have defaulted under or breached its obligations to customer for failure or delay in fulfilling or performing services when such failure or delay is caused by or results from causes beyond the reasonable control CMDCL, including, without limitation, fire, floods, earthquakes, natural disasters, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, shortage of materials, strikes, lockouts or other labor disturbances, epidemics or pandemics and any restrictions imposed by any Governmental Authority as a result thereof, acts of God or acts, omissions or delays in acting by any Governmental Authority or the other Party.



11. Miscellaneous

- a. Governing Law. All matters arising out of or relating to these Terms and Conditions are governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.
- b. Dispute Resolution. Any legal suit, action, or proceeding arising out of or relating to these Terms and Conditions or the services transactions contemplated hereby shall be instituted in the courts of the State of Colorado located in Boulder County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys, which shall include, without limitation, all fees, costs and expenses of appeals.
- c. Assignment. Customer may not assign any of its rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 11.2 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms and Conditions.
- d. No Waivers. The failure by CMDCL to enforce any right or provision of these Terms and Conditions will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative CMDCL.
- e. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than Customer.
- f. Severability. If any provision of these Terms and Conditions is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and Conditions and will not affect the validity or enforceability of the remaining provisions hereof.

12. Certificates of Analysis

- a. Test results will be issued on a report or Certificate of Analysis (report). The results and interpretation apply to the sample tested only: any additional interpretation of the results is the responsibility of the client. The report may not be reproduced, except in full, without the written approval of CMDC. The report may not be used for advertising or other public use without the written approval of CMDC. The report will state the work that was performed by CMDC. "Validation" is not performed as part of the testing results reported unless it is indicated on the report. A copy of the completed, signed report will be archived at CMDC.

Signed By _____

Date _____

BY SUBMITTING SAMPLES TO CMDC, YOU AGREE TO THE TERMS AND CONDITIONS ABOVE.

| <i>(CMDC USE ONLY)</i> | | | |
|--|----------------------|-------------|-----------------|
| Quantity & Packaging | | | |
| Condition of Sample on Receipt | Time Received | Date | Initials |
| | | | |
| Sample Receipt Verified By/Date | | | |