





## **Analytical Services Standard Terms and Conditions**

Unless otherwise agreed to in a formal contract, services provided by Velesco Pharmaceutical Services, LLC are expressly limited to the terms and conditions stated herein.

**Confidentiality**...Strict confidentiality is maintained in all dealings with clients as per Velesco's Confidentiality Agreement. In accordance with said Agreement, no information, both standard and proprietary, is disclosed to any other Party without the express, written permission of the other Party.

**Investigations and Exceptions**... Chemic shall investigate any exception, non-conformity, out-of-specification, out-of-trend, or unexpected result associated with a test article provided by the client following discussion with the client and agreement to do so. The investigation may include additional sample analysis. In the event the unexpected data value is confirmed by means of additional analysis and found to be in agreement with the initial data, the client will be invoiced for such efforts expended. In the event the initially generated data is deemed in error due to laboratory issues the fees associated with the repeat analysis conducted by Velesco will be born by Velesco.

**Payment terms**...Payment (in US dollars) is required in full. For clients with approved credit, standard terms of payment are net thirty (30) days, following the issuance of the draft report, or in accordance with special terms that are arranged prior to the commencement of a project. If these terms are not adhered to, a 2% per month interest charge will be assessed on all unpaid balances.

**Sample Return**...All samples and portions thereof will be disposed of by Velesco thirty (30) days after completion of the contract and fulfillment of any financial obligations. Clients requiring their samples returned should indicate such in writing or on the sample submission form. Samples will be returned to the client at their expense.

**Reports**... Velesco prohibits the use of its name in connection with any unauthorized conclusions based upon its reports without prior written consent.

**Litigation**...All costs associated with the compliance to any subpoena or other official request for documents, for testimony in a court of law, any proceeding before an administrative or regulatory body, or for any other purpose relating to work performed by Velesco 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, as well as all other expenses deemed reasonable and associated with said litigation.

**Warranty and Limits of Liability**... In accepting analytical work, Velesco warrants the accuracy of the test results for the test chemical as submitted to Velesco as provided to the client as contractually intended. Velesco accepts no legal responsibility for the purpose for which the client uses the test results. The limit of liability imposed upon Velesco shall not exceed the fees paid by the customer under the applicable order. **Indemnification**... Customer assumes and shall indemnify and hold Chemic harmless from all responsibility to Customer and third parties for personal injury and property damage, including special, incidental, consequential or other indirect damages and lost profits, relating in any way to the services provided by Velesco. Customer further agrees to indemnify Velesco for all costs (including attorneys' fees) incurred by Velesco in defending any such claims or in establishing its right to indemnification.

**Entire Agreement**... Each party acknowledges that it has read this agreement and no modification; Amendments, supplements to, or waiver of this agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.