

LABORATORY TESTING TERMS AND CONDITIONS

QF-6



The following terms and conditions apply to all testing performed by ATZ Laboratory (ATZ) laboratory unless specifically exempted in writing by an officer of ATZ.

1. CONTRACT AGREEMENT/TERMS AND CONDITIONS:

The Client, when placing an order with ATZ, agrees that these Terms and Conditions shall constitute the entire contract between the Client and ATZ for laboratory testing. The contract between ATZ and the Client shall be deemed to be made and governed by the Laws of the State of Minnesota.

By supplying samples to ATZ for testing, you agree to abide by all terms and conditions. ATZ reserves the right to change these terms and conditions at any given time. Please read the terms and conditions carefully.

2. PRICING:

Prices are valid for thirty (30) days and are subject to change after that period. Prices apply specifically to the test proposed in accordance with stated specifications. ATZ shall not be bound to this pricing for any subsequent testing, repeat testing, additions, and omissions to the test program or parts thereof.

3. CREDIT TERMS AND PAYMENT:

The acceptance of any testing request by ATZ shall be contingent upon approval of the Client's credit. The terms of ATZ's invoices shall be Net 30 days and payable in U.S. funds. If the Client fails to make payment within the agreed terms, ATZ shall have the right to charge interest on all amounts not paid by the due date.

4. STANDARD PROCEDURES AND ACCREDITATION:

ATZ represents to the client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally acceptable ranges of accuracy. ATZ is an ISO 17025 accredited laboratory. Please refer to IAS scope of accreditation concerning test methods covered by the accreditation. As part of ATZ's ISO 17025 accreditation, ATZ has procedures and policies to protect Clients' confidential information.

5. WARRANTIES:

ATZ performs testing services and disclaims all warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. ATZ shall have no liability for incidental or consequential damages of any nature whatsoever.

6. TEST REPORTS:

Test reports by ATZ and related data and documents remain the exclusive property of ATZ and the Client shall, upon full payment of ATZ's fees for the testing project, be granted permission to reproduce the report to provide to third parties provided that said report is reproduced in its entirety and without any modification(s). ATZ, as an independent testing laboratory, does not directly or indirectly endorse any product or service provided, or to be provided, by any of its Clients. Clients shall not in any way imply that the test results they obtain as a result of this kind of testing is an endorsement of any such product or service they provide.

ATZ reports apply only to the specific samples tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. ATZ shall have no liability for any deductions, inferences or generalizations drawn by the client or others from ATZ reports. If the Client requests verification of any part of the test report, ATZ shall be notified within fourteen (14) days of submission of the report to the Client. Failure to notify within this fourteen (14) day period acknowledges acceptance of the report. Should additional work be required for verification purposes, ATZ shall be entitled to the reasonable value of the additional work involved providing the original findings are verified.

7. SAMPLE/DATA RETENTION

Samples will be destroyed fourteen (14) days after the date of the final report, unless the client indicates otherwise in writing. ATZ shall have no obligation to retain its test reports or related data and documents beyond its normal retention periods.

I hereby acknowledge receipt of the above **ATZ LABORATORY TESTING TERMS AND CONDITIONS**

Printed Name Signature Company Name Date