

TRELFA LABS, INC.

TERMS AND CONDITIONS

TECHNICAL SERVICES STANDARD TERMS AND CONDITIONS. The technical laboratory services (data collection, analysis and interpretation, consulting, training, nutrition labeling, and referenced laboratory services, are referred to herein collectively as “Tech Services”) provided by Trelfa Labs, Inc. (‘Trelfa Labs’) to any customer (hereinafter referred to as “Client”), subject solely to the terms and conditions stated herein.

1. **ACKNOWLEDGEMENT AND ACCEPTANCE.** Please read the following terms of this agreement carefully. **By completing Trelfa Labs’ Chain of Custody/order form, submitting a Purchase Order and/or accepting Tech Services, or paying associated invoices for Tech Services, Client hereby agrees to all of the terms and conditions set forth in this agreement, including all warranty disclaimers and limitations of liability.** ACCEPTANCE OF TECH SERVICES SHALL BE DEEMED AGREEMENT TO THESE TERMS AND CONDITIONS. NO DOCUMENT ISSUED BY CLIENT ATTEMPTING TO NEGATE OR OTHERWISE MODIFY THE TERMS HEREOF, INCLUDING ANY PURCHASE ORDER OR REQUEST FOR PROPOSAL OR ESTIMATE, SHALL BE BINDING UPON TRELFA LABS, AND INSTEAD THE FOREGOING TERMS AND CONDITIONS SHALL EXCLUSIVELY GOVERN THE PROVISION OF TECH SERVICES TO CLIENT BY TRELFA LABS.
2. **CONFIDENTIALITY.** Trelfa Labs agrees to maintain in confidence all Client’s proprietary and non-public materials, data, reports, plans, records, technical, and other information, and to use such confidential information only for the purpose of performing analyses of samples, providing reports on findings, nutrition labeling, consulting, and training to Client. Trelfa Labs shall protect Client’s confidential information by using the same degree of care, but not less than a reasonable degree of care, to its own confidential information of a like nature. In any instance where information is subpoenaed by and must be released to a government agency, or is otherwise required to be disclosed pursuant to law or regulation, to the extent permitted by law, Client will be promptly notified. Trelfa Labs will not discuss Client’s services with any third party other than designated by Client in writing.

Client agrees not to use the Trelfa Labs name and/or business, including without limitation any misrepresentation of the content of such reports. Any report or data provided to Client by Trelfa Labs shall not be reproduced, except in full. Under no circumstances is the name Jon Trelfa, Jon G. Trelfa, Trelfa Labs, or Trelfa Labs, Inc. to be published by the Client alone or in association with any other party, without the prior written approval of Trelfa Labs.

3. **PROVISION OF TECH SERVICES.** In addition to consulting, training, and nutrition labeling, Trelfa Labs provides analytical testing services in accordance with the specifics of tests/analytes selected on the Chain of Custody/order form. If, after report delivery and review, Client determines that the analytical testing services do not conform to the tests Client selected and are, therefore, unacceptable, Client must notify Trelfa Labs within twenty-four hours of report receipt. Trelfa Labs will either re-perform the analytical testing services, or issue a credit therefore, at Trelfa Labs’ option. For consulting, training, nutrition labeling, or special projects, Client will be allowed seven days to request alterations or refunds for completed work, both of which will be subject to approval by Trelfa Labs.

4. **SUPPLY OF TECH SERVICES.** Subject to any exclusion below, Client will supply samples and Trelfa Labs will supply Tech Services to said Client in accordance with these terms and conditions. For the avoidance of doubt, Trelfa Labs may at times provide advice in respect to suitability of samples supplied by the Client and/or how or from where they should be collected. It is, however, the sole responsibility of Client to ensure that samples are representative and suitable as test samples for their purposes.
5. **QUALITY ASSURANCE.** Trelfa Labs will perform Tech Services consistent with its laboratory quality assurance standard operating procedures. It is the Client's responsibility to confirm that Trelfa Labs' standard practices meet Client's needs prior to placing an order for work. If Client desires an alternative to these standard practices, such request must be made in writing and agreed to in writing by Trelfa Labs prior to order and/or sample acceptance.
6. **PRICING AND DISCOUNTS.**
 - A. **Currency.** Trelfa Labs only accepts US currency. Payments made outside the US must convert to US funds at the current daily exchange rate.
 - B. **Minimums.** Client agrees that the minimum payment requirements for Trelfa Labs' Tech Services are as follows:
 - i. **Testing:** \$30.00 per Chain of Custody/order.
 - ii. **Consulting:** \$50.00 per project. Consulting is billed on an hourly or daily basis only.
 - iii. **Training:** \$50.00 per project. Training is billed on an hourly or daily basis only.
 - iv. **Nutrition Labeling:** \$75.00 per each new label. Additional costs associated with Client requested nutrition label alterations start at \$10.00 per label.
 - v. **Travel Expenses (Sample Pickups):** Trelfa Labs reserves the right to charge Client a minimum of \$30.00 per sample pickup, at Trelfa Labs' discretion.
 - C. **Discounts. Providing their account with Trelfa Labs is not already carrying a balance.** Clients who pre-pay for Tech Services are eligible for discounts on Trelfa Labs testing only. Trelfa Labs consulting, training, and nutrition labeling, and other products and services are not eligible for discounts. Rush charges are also not eligible for discounts. Discounts are dependent on the following schedule and shall not exceed 10.0%.
 - i. **Client spends \$250.00+ per order:** 5.0% discount
 - ii. **Client spends \$625.00+ per order:** 7.5% discount
 - iii. **Client spends \$1,000.00+ per order:** 10.0% discount
 - D. **Changes.** Trelfa Labs reserves the right to increase or decrease its prices and discounts on all products and Tech Services at any time, and will notify Clients prior to the next billing cycle.
7. **REIMBURSEMENTS.**
 - A. **Travel Expenses (Consulting):** Client agrees to pay Trelfa Labs' for travel expenses Trelfa Labs accrues on Client's behalf. Travel expenses include the following:
 - i. mileage at current IRS governed rates,
 - ii. commercial travel such as air-, bus-, train-, or cab-fare,
 - iii. lodging,
 - iv. meals, and
 - v. incidental expenses such as tolls and parking.

- B. **Rush Materials, Supplies, and Services:** Trelfa Labs reserves the right to invoice Client for any upcharges including rush services, shipping, and handling for materials, supplies, and services acquired by Trelfa Labs on the Client's behalf, whether for Rush Samples or simply an unexpected increase in business.
8. **CLIENT INFORMATION.** New Clients agree to complete Trelfa Labs' New Customer Form prior to Trelfa Labs providing Tech Services. Existing Clients agree to notify Trelfa Labs immediately if any of the following changes to their company and/or business practices affect this working agreement:
- i. Change in location(s).
 - ii. Change in contact information including address(es), phone number(s), email address(es).
 - iii. Change in key staff members.
 - iv. Changes in sample volume.
 - v. Changes in sample delivery.
 - vi. Changes in related third-party agreements.
 - vii. Failure to make payments and/or bankruptcy.
9. **CLIENT PAYMENTS.**
- A. **Credit Limits:** New Clients will be given a credit limit proportionate to the amount of Tech Services they intend to order from Trelfa Labs. Trelfa Labs reserves the right to ask for references in order to determine the Client's credit threshold.
- B. **Retainers:** Client may pre-pay for Tech Services from Trelfa Labs for a specific period of time. Trelfa Labs will provide Client with estimates for pre-paid Tech Services and send the Client a receipt upon pre-payment. Thereafter, the Client's account will be credited with the pre-payment amount and as Tech Services are performed and invoices are generated from Trelfa Labs, reflect the amount deducted from the Client's retainer and the remaining account balance on each invoice.
- i. **Overages:** It is the Client's responsibility to pay for any overages associated with an estimate for a specific project, if overages go above the Client's original project scope.
 - ii. **No refunds or roll overs:** It is the Client's responsibility to ensure that their retainer payments are used for Tech Services within the mutually agreed upon time period. Trelfa Labs does not offer refunds or hold payments toward future Tech Services for Client's unused retainers.
- C. **Standard Payment Terms:** If Client orders Tech Services on what Trelfa Labs considers to be Standard Payment Terms, Trelfa Labs will expect payment within 30 days of the date of the Client's invoice, indicated as Net 30. Client may pay Trelfa Labs using the following methods:
- i. Check
 - ii. US money order
 - iii. credit card
 - iv. bank transfer
 - v. cash
- D. **Credit Hold:** Failure to meet payment terms on the Client's part and/or surpass Client's credit limit may result in Trelfa Labs withholding results/Tech Services, accounts being sent

to collections for payment, or the discontinuation of Tech Services, at the discretion of Trelfa Labs.

- E. **Client Fees:** Client agrees to pay Trelfa Labs the following fees, if necessary:
 - i. **Rush/After Hours Samples:** \$30.00 per sample.
 - ii. **Failure to Provide Sample or Driver Refusing Unsuitable Sample for Scheduled Pick-Up:** \$30.00 per pickup.
- F. **Third Parties.** Client agrees that Trelfa Labs does not invoice third parties for Tech Services ordered by Client on Client's behalf. It is always the Client's responsibility to pay Trelfa Labs for Tech Services directly. Client seeking reimbursements for Trelfa Labs Tech Services must invoice third parties directly. Trelfa Labs recommends that Clients submit separate Chain of Custody forms/orders for any Tech Services they wish to forward to third parties for reimbursement.
- G. **Client Investments:** Clients wishing to assist Trelfa Labs in acquiring necessary equipment and/or materials to perform Tech Services on Client's behalf will be considered a Retainer Client for said Tech Services. Trelfa Labs will purchase said equipment and/or materials and be the sole owner. Client will have no claim to equipment and/or materials. However, Trelfa Labs will provide Client with an equal amount of Tech Services at no cost as repayment.

10. ORDERS AND SPECIFICATION.

- A. **Cancellation.** Client may not cancel an order for Tech Services after receipt by Trelfa Labs, after either the Chain of Custody/order form or specification has been accepted by Trelfa Labs except with the written or verbal agreement of Trelfa Labs and on the terms that the Client shall indemnify Trelfa Labs against all losses incurred by Trelfa Labs as a result of such cancellation.

11. DELIVERY OF SAMPLES.

- A. **Scheduling:** Clients assume the responsibility of contacting Trelfa Labs to arrange a date and time for Trelfa Labs pick-up, Client drop-off, or third party carrier delivery. Client also agrees to the following scheduling terms:
 - i. **Notice:** 24 hours advance
 - ii. **Pick-ups Transported by Trelfa Labs:** No later than 3:30 pm.
 - 1. Trelfa Labs reserves the right to pick-up Rush Samples after 3:30 pm and charge Client as outlined in section 9. E. of this agreement.
 - iii. **Drop-Offs by Client:** No later than 5:00 pm
 - iv. **Third-Party Carrier Delivery Arranged by Client:** No later than 5:00 pm.
- B. **Sample Pick-Ups Transported by Trelfa Labs:** The risk of loss or damage to any sample will be assumed by Trelfa Labs at the time physical sample possession is assigned to an employee of Trelfa Labs.
- C. **Samples Delivered or Shipped by Client:** Samples cannot be delivered by Clients or third parties directed by Clients unannounced or unattended, or left with a neighboring business at Trelfa Labs without Trelfa Labs prior written consent. Client will provide clear instructions with respect to sample storage prior to receipt by Trelfa Labs. Client will make arrangements with respect to sample delivery to Trelfa Labs. The risk of loss or damage to any sample during shipments remains with the Client.

D. **Sample Condition:** Client represents and warrants that any sample containing any hazardous substance which is to be delivered to Trelfa Labs will be packaged, labeled, transported, and delivered in accordance with applicable laws.

- i. **Clients wishing to verify Trelfa Labs' testing methods and accuracy, must notify Trelfa Labs of such intent. Clients will be afforded the right to submit "inoculated" samples, but must provide Trelfa Labs the opportunity to run full verification testing to prove the inoculum's presence or absence.**
- ii. Trelfa Labs reserves the right to refuse or rescind acceptance of any sample, which in the judgement of Trelfa Labs is likely to pose any unreasonable risk in cost, handling, and/or analysis.
- iii. Trelfa Labs will advise Client of samples which are missing or received in damaged, contaminated, mislabeled, or improperly preserved condition.
- iv. Upon timely delivery of samples, Trelfa Labs will use its good faith efforts in meeting standard turnaround times.
- v. Any and all samples provided by Client must be accompanied by a completed Chain of Custody/order form. Trelfa Labs staff members can assist Clients with Chain of Custody forms, if necessary.

12. **PRODUCT RECALLS.** Client agrees to give notice to and consult in good faith with Trelfa Labs prior to initiating a recall of any product based on the results provided to the Client by Trelfa Labs. Client acknowledges and agrees that Client accepts sole responsibility for, and agrees to indemnify, defend, and hold Trelfa Labs harmless from and against, any claims (whether direct or from third parties) or liabilities arising from a product recall, including any product recall based on tests performed by Trelfa Labs.

13. **RUSH ANALYSIS.** Rush analysis Tech Service is offered contingent upon availability and pre-arrangement with Trelfa Labs. A surcharge, as stated in 9. E. of this agreement, is added to Client's invoice when rush analysis is requested from Trelfa Labs by the Client.

14. **RETESTING OF SAMPLES.** Trelfa Labs agrees to hold samples for 48 hours after reporting analytical results for retest purposes. After 48 hours, samples will be destroyed. Samples that cannot be held will require the Client to submit a new, viable sample for retesting.

15. **RETENTION OF SAMPLES.** After analytical results have been reported, samples are routinely retained in Trelfa Labs' storage facility for 48 hours, after which samples are destroyed. It is the Client's responsibility to make prior arrangements with Trelfa Labs if Client's samples must be held for longer periods or returned to the Client.

16. **HAZARDOUS MATERIALS.** Unused portions of any sample found or suspected to be hazardous or to contain hazardous materials according to state or federal guidelines by Trelfa Labs may be returned to Client upon completion of the analytical work. The cost of returning sample will be invoiced to Client. The sample and portions thereof remain Client's property at all times.

17. **REPORTING.**

A. **Turn Around Times:** Clients may request turn around times for specific test results prior to hiring Trelfa Labs and agree that turnaround times vary based on the types of tests performed

and laboratory workload. Consulting, training, and nutrition labeling projects are subject to the available time in the Trelfa Labs' staff schedule.

B. **Issuance:** Documentation including projects, test results and invoices are typically emailed, rather than mailed or hand-delivered, to Clients whenever possible. Clients may request access to Trelfa Labs' online Client file-sharing program, to obtain their test results and other project documents at any time.

i. Trelfa Labs cannot be held responsible for internet service providers' interruption in services. If Client experiences problems with Trelfa Labs' online file-sharing program, requests for assistance can be made through Trelfa Labs' main office during normal business hours (9 AM – 5 PM Eastern Time).

C. **Retention:** Trelfa Labs ordinarily retains electronic copies of analytical testing reports for a period of two years, after which time the reports may be destroyed. It is the Client's responsibility to request any needed reports prior to that time.

18. **OBLIGATION TO PROVIDE SERVICES.** Trelfa Labs shall only be obligated to perform those Tech Services for which it has accepted a Chain of Custody, order form, or other written request from Client, subject to Trelfa Labs right to cease performing Tech Services due to failure to pay, immoral/illegal activity, or any other reason Trelfa Labs deems adequate for discontinuing Tech Services.

19. **WARRANTY OR REPRESENTATION DISCLAIMERS.** TRELFA LABS DISCLAIMS AND EXCLUDES ALL WARRANTIES OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES ARISING BY COURSE OF DEALINGS OR CUSTOM OF TRADE. CLIENT HEREBY EXPRESSLY UNDERSTANDS THAT THE TECH SERVICES PROVIDED HEREUNDER HAVE AN INHERENT POTENTIAL FOR ERROR AND THAT TRELFA LABS MAKES NO REPRESENTATION THAT ITS TECH SERVICES WILL BE ACCURATE, COMPLETE, OR ERROR-FREE.

20. **LIMITATION OF LIABILITY.** EXCEPT AS AFOREMENTIONED, TRELFA LABS WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OR DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING ANY INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF THE PERFORMANCE OF SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDED WITHIN THE SCOPE OF THIS LIMITATION OF LIABILITY ARE DAMAGES ARISING FROM THE ACTS OR NEGLIGENCE ON THE PART OF TRELFA LABS, ITS AGENTS OR EMPLOYEES IN PERFORMING ITS TECH SERVICES. CLIENT AGREES THAT TRELFA LABS' CUMULATIVE LIABILITY FOR TECH SERVICES PERFORMED WILL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THOSE TECH SERVICES. THE REMEDIES SET FORTH HEREIN CONSTITUTE CLIENT EXCLUSIVE REMEDIES AGAINST TRELFA LABS FOR TECH SERVICES PERFORMED.

21. **INDEMINITY**

A. **TRELFA LABS Indemnification.** Trelfa Labs shall indemnify defend and hold harmless Client and its members, shareholders, agents, directors, officers, and employees (collectively, the “CLIENT” Indemnitees”) from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever including, but not limited to, reasonable attorney’s fees and expenses, which arise out of or are connected with (i) any grossly negligent act or omission, willful misconduct or violation of law by Trelfa Labs, or its employees which relates in any manner to the Tech Services or (ii) any material breach of any obligations of Trelfa Labs as set forth in these Terms and Conditions.

B. **CLIENT Indemnification.** Client, on behalf of itself and its employees, shall indemnify, defend and hold harmless Trelfa Lab and its shareholders, directors, officers, and employees from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with (i) any negligent act of omission, willful misconduct or violation of law or (ii) any breach of any obligation of Client as set forth in these Terms and Conditions.

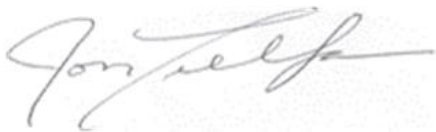
22. **LIMITS OF TESTING SERVICES.** Client agrees that the Tech Services provided by Trelfa Labs are not intended for use in human or clinical diagnostics but are for informational purposes only.

23. **SEVERABILITY.** If any of the provisions of these terms and conditions shall be held by a court of competent jurisdiction to be contrary to law, the remaining provision for this Agreement shall remain in full force and effect to the fullest extent of the law.

24. **SUCCESSORS AND ASSIGNS.** These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

25. **SURVIVAL.** The provisions of Section 18 and 19 of these terms and conditions shall survive the completion and payment of the services provided hereunder.

26. **GOVERNING LAW.** The terms and conditions hereunder shall be governed by the laws of the State of Massachusetts, without giving effect to its principles of conflicts of law, and the parties hereby irrevocably commit to the jurisdiction and venue of the courts of Massachusetts to adjudicate any dispute arising hereunder or relating hereto.



Jon Trelfa, President
Trelfa Labs, Inc.

11/08/18

Date