



STA Laboratories

(Please Print)

Company Name (The "Buyer"): \_\_\_\_\_

Account Number(s): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Send Report to: \_\_\_\_\_

(Name, address) \_\_\_\_\_

Phone: \_\_\_\_/\_\_\_\_/\_\_\_\_ Fax: \_\_\_\_/\_\_\_\_/\_\_\_\_

Email: \_\_\_\_\_

Send Invoice to: \_\_\_\_\_

(Name, address) \_\_\_\_\_

Special Instructions: \_\_\_\_\_

How did you learn about this laboratory? (Optional for existing clients) Please check most appropriate choice.

\_\_\_\_ Internet search \_\_\_\_ Print advertisement \_\_\_\_ Tradeshow/Exposition \_\_\_\_ Recommendation

**GENERAL TERMS AND CONDITIONS OF BUSINESS**

**1. General**

1.1 These terms and conditions apply to all accepted order placed with Eurofins STA Laboratories, Inc. (ESTA) by the Buyer. The terms and conditions set out below supersede and replace any verbal or written agreement, including purchase orders, memoranda, email or other electronic or printed media, except when terms and conditions are written into dated contractual agreements and signed by official representatives of each company.

1.2 ESTA requires that all orders be written and received by mail, courier, fax, email or by using approved ESTA sample envelopes or electronic order forms. An order is not considered to have been accepted and a contract does not exist until that order has been duly confirmed by the delivery of an Order Confirmation by ESTA to the Buyer. The Buyer acknowledges that any commitment purported to have been entered into on behalf of ESTA by one of its agents, representatives, or similar is only valid when the Buyer receives an Order Confirmation from ESTA.

1.3 The information provided in the catalogs, leaflets, price lists and any other documents prepared by ESTA does not commit ESTA to any general or specific performance. ESTA reserves the right to modify such information at any time. Fees associated with the Buyer's order are noted on the Order Confirmation and unless specified by contract, supersede all other verbal or written quotes. Fees on printed or electronic media are subject to change without notice. Volume, contractual, or other discounts or allowances, if any, will be applied at invoicing.

1.4 If the Buyer places any additional or subsequent orders with ESTA, the commercial aspects of the order not specifically set out in these Terms and Conditions (including, but not limited to price, cycle time, delivery date) must be agreed at the time of the additional or subsequent order and such commercial terms agreed in relation to the initial order will not automatically apply to such additional or subsequent orders. Each additional or subsequent order is to be treated as a separate contract between ESTA and the Buyer.

**2. Delivery Dates and Turnaround Time**

2.1 Estimated delivery dates and turnaround times are provided to the Buyer on the Order Confirmation and are provided for information only. ESTA will use reasonable efforts to meet agreed upon delivery dates and turnaround times. When circumstances prevent ESTA from meeting the estimates on the order confirmation, ESTA will provide the Buyer with an updated estimate prior to the original due date.

2.2 Unless otherwise communicated by the Buyer to ESTA in writing prior the first availability of analysis results, analysis results will be delivered to the Buyer by email or FAX.

**3. Prices, Fees and Terms of Payment**

3.1 Unless otherwise agreed by ESTA, in its acceptance of any order, payment of all invoices is due strictly within 30 days of the invoice date. Any invoice which remains

outstanding 30 days after the invoice date will be liable to interest at a rate of 1.5% per month or per part of month on the amount outstanding.

3.2. ESTA prices are exclusive of all taxes and shipping charges. Any taxes payable on the quoted prices or shipping costs incurred, including shipping costs associated with USDA APHIS PPQ regulations, will be charged to the customer at invoicing. Shipping costs will be invoiced at cost plus 10% handling fee.

3.3 ESTA is entitled to invoice the Buyer at the time the order is placed for up to a 30% of the total fee quoted for the order, especially for research, consulting, advisory, training projects.

3.4. ESTA may revise prices quoted at any time and reserves the right to increase the price appropriately if unforeseen costs increases, particularly as a result of increases in the cost of materials, occur after the agreement is signed or if the amount of work exceeds original estimate. On request, ESTA will document such increases for the buyer.

3.5. Services performed for or on behalf of the Buyer by ESTA employees on a buyer's site or any other site outside ESTA business facilities and/or any site as directed by the Buyer are subject to the cost of travel, accommodations, subsistence and other disbursements reasonably and properly incurred by ESTA in the direct or indirect performance of these services, and such additional costs will be invoiced to the Buyer at cost plus 10% administration fee.

**4. Transfer of Property**

4.1 All genetic, seed and plant material, components of the genetics, seed and plant material, all documents, analysis results and certificates are the property of our clients. Notwithstanding, title in any of the above mentioned materials and documents or similar supplied by ESTA to the Buyer will remain with ESTA until all invoices in respect thereof have been paid by the Buyer in full and until such time the Buyer has no property rights to use the same and ESTA shall be entitled to demand the return of any such items until all such invoices have been paid in full.

4.2 In relation to analysis results, notwithstanding that the property in the same passes to the Buyer on payment of the relevant invoices in full, ESTA retains the right to use such results in a confidential or anonymous manner which does not identify the Customer.

4.3 In our effort to broaden the spectrum of detection and improve testing methodologies, ESTA may perform research and development (R&D) on sample submissions. The Buyer authorizes ESTA to conduct R&D analytical testing on sample submissions at ESTA's own expense. ESTA reserves the option to disclose results from R&D testing to the Buyer. Buyer acknowledges and agrees that all data related to R&D testing will remain the property of ESTA.

**5. Warranties and Responsibilities**

5.1 The Buyer is solely responsible for; (a) submission of a representative and protocol conforming sample and the proper delivery of samples sent to ESTA; (b) for supplying

sample or "chain of custody" information, such as variety name or lot number, when necessary for analysis; and (c) when requested by ESTA, the composition of the samples, the condition of the samples, such as treatment and/or disinfectants. The Buyer acknowledges and agrees that ESTA is entitled to reject samples and either terminate the Order or reissue the Order Confirmation with new fee and delivery date estimates when samples submitted do not meet the above requirements. Furthermore, the Buyer acknowledges and agrees to pay for any costs associated with the rejection of samples or re-issuing of an Order Confirmation.

5.2 ESTA will strive to ensure that the methods applied and conditions are appropriate for the testing, and whenever possible, use methods that are standardized and/or generally accepted by accrediting authorities and the industry. When standardized or generally accepted methods are not available, ESTA may develop its own method, applying current state of the technology and methods for a service requested (ESTA methods). ESTA will inform the Buyer of the use of ESTA methods and upon request, any validation data.

5.3 Any analysis performed by ESTA is based only on the sample received by the Buyer. Analysis results provided by ESTA does not represent a guarantee of product or genetic quality or freedom from disease or pathogens of the lot or sample from which it was taken.

5.4 Interpretations are based upon analysis results and on information provided by the Buyer. Interpretations, assessments and conclusions are prepared with a reasonable degree of care but the Buyer acknowledges that in any event they can only be considered as being the signatory's opinion. ESTA cannot guarantee that these will always be correct or absolute, particularly in view of the constant evolution and re-evaluation of scientific knowledge and regulations. In all cases, the Buyer must verify the validity of any interpretations, assessments and conclusions supplied by ESTA if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

5.5 ESTA will be responsible only for providing the means (laboratories, equipment, personnel) for carrying out the analysis. ESTA undertakes to use reasonable care in the analysis, having regard to its level of experience in the analytical techniques required, the price being paid by the Buyer and the overall circumstances of the analysis.

5.6 Analysis results and certificates are prepared and supplied exclusively for the use of the Buyer and the Buyer remains responsible for any consequences due to the divulgence of such results/certificates to a third party and hereby agrees to indemnify ESTA against any liability which ESTA may incur to such third party as a result of such divulgence.

5.7 Each certificate of analysis relates exclusively to the sample received by ESTA as specified in the Order Confirmation. ESTA accepts no responsibility for the way the sample was produced, collected, stored or delivered to ESTA unless ESTA has specifically agreed in writing to undertake such tasks itself. ESTA accepts no responsibility for the way results are interpreted by the Buyer or agents of the Buyer, except as stated on the certificate of analysis.

5.8 Unless specified in written contracts between the Buyer and ESTA, ESTA accepts no responsibility for any loss or damage that may occur to any sample in transit. The Buyer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the appropriate ESTA facility. ESTA will use reasonable care in handling and storing samples but shall also not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

5.9 The Buyer warrants and represents to ESTA that all samples sent to ESTA for the analysis are in a safe and stable condition and undertakes to indemnify ESTA for any losses, claims and costs ESTA, its servants and agents may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the Buyer may have given an indication on the sample or any order form of any perceived problem with the sample.

5.10 The contractual relationship shall be strictly between the Buyer and ESTA. There shall be no third party beneficiary or collateral warranty.

**6. Limit of Liability**

6.1 ESTA liability to the Buyer is limited to the price agreed for the contract in question as stated on the Order Confirmation or project bid, save in respect of death or personal injury caused by the negligence of ESTA, or its servants or agents.

6.2 ESTA shall not be liable for any consequential loss (such as loss of business, profits, goodwill or similar) incurred by the Buyer or by any third party.

**7. Repeated Analysis.** Each repeated analysis required by the Buyer on a sample already analyzed by ESTA will be deemed to be the subject of a separate contract between the Buyer and ESTA.

**8. Sample Storage and Return of Buyer Property.**

8.1 Samples may be destroyed by ESTA 30 days after the analysis has been satisfactorily completed in the opinion of ESTA, unless (1) there is a written request from the Buyer for such a sample to be retained, in which case the terms on which the sample will be retained must be agreed in writing between ESTA and the Buyer OR (2) the sample is in such condition that storage may cause the risk of contamination or hazard.

8.2 Upon request by the Buyer, samples or components of samples may be returned to the Buyer at Buyer expense unless prohibited by USDA APHIS regulations. ESTA will use reasonable care in handling and shipping samples or components to buyer but shall also not be held responsible for any loss or destruction of samples or components returned to the Buyer.

**9. Confidentiality.**

9.1 All genetics, seed and plant material; all components of the genetics, seed and plant material; and all documents, analysis results and certificates are the property of our clients and we will hold this information in confidence to the extent permitted by law. ESTA will use all reasonable efforts to keep the above materials and documents in strict confidence, subject to its right to use such results as provided in clause 4.2 and 4.3. A standard confidentiality agreement can be provided by ESTA, if requested and at the cost of the Buyer.

9.2 ESTA is a testing facility and understands that you are sharing us with the genetics of your company. Your genetic material can be held in locked cabinets at your request and can be handled according to YOUR guidelines. In addition, under appropriate circumstances confidentiality agreements can be negotiated for your further protection.

**10. Force Majeure.** ESTA shall not be liable to the Buyer for any delays in performance or any non-performance of its obligations as a result of cases beyond its control (which for the avoidance of doubt shall include, but not be limited to, acts of God, strike, lock-out, nonavailability of equipment or parts, etc.)

**11. Miscellaneous.**

11.1 These Terms and Conditions may be amended by ESTA from time to time by sending amended Terms and Conditions to the Buyer which shall apply to all orders placed by the Buyer. ESTA will make reasonable efforts to communicate amended Terms and Conditions to the Buyer by fax, email or post and the Buyer acknowledges that amended Terms and Conditions will be effective immediately after receiving new Terms and Conditions and with any subsequent order. No other amendments or variations shall be valid unless signed by an authorized signatory of ESTA.

11.2 Should a court waive any part of these terms of conditions, all other parts would still apply.

11.3 Failure by ESTA or the Buyer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

**12. Governing Law/Jurisdiction**

The construction, validity and performance of these Terms and Conditions and any contract formed in accordance with and incorporated in these Terms and Conditions shall be governed by the Laws of U.S. and the U.S. Courts shall have exclusive jurisdiction.

**Eurofins STA Laboratoires, Inc. - 1821 Vista View Dr.  
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info@stalabs.com**

Authorized Name (please print)

Authorized Signature

Position

Date