

TERMS AND CONDITIONS

<p>Conduct of Services: New Jersey Laboratories (“NJ Labs”) will perform testing and prepare all reports in accordance with generally prevailing industry standards of professional conduct, and all applicable laws, regulations, and rules of the relevant governmental regulatory authorities. All work will be conducted under cGMP conditions.</p> <p>Test Material: Client will provide NJ Labs (at no cost to NJ Labs) sufficient amounts of all compounds, materials, or other substances (“Test Material”) with which to perform each test, as well as such data and other information as may be necessary or useful for NJ Labs to perform the testing and to apprise NJ Labs of the stability, proper storage and safe handling requirements with respect to the Test Material, including a Material Safety Data Sheet (MSDS) or equivalent documentation, if applicable.</p> <p>Sample Submittal: Client will complete and submit a “Sample Submittal” form or its equivalent when submitting samples for testing. Failure to submit an acceptable form that includes all sample identification and test requests will result in samples being placed on “HOLD”. No testing will be initiated without appropriate paperwork.</p> <p>Sample Disposal: NJ Labs will discard any remaining Test Materials after thirty (30) days following testing. Controlled substances and other hazardous materials will be returned to the client for disposal.</p> <p>Cancellation of Testing: NJ Labs reserves the right to charge a cancellation fee for any testing cancelled by the Client after a sample has been logged in of \$20 per cancelled test. Any analysis completed will be invoiced at customary rate. Any analysis started but not completed will also be invoiced.</p> <p>Turn Around Time (TAT): Normal lab TAT is 12 business days. Turnaround time is calculated from the day after receipt of the sample. For example, if a sample was received on Monday, day one would begin on Tuesday.</p> <p>New Clients: All new clients before establishing credit must pay 50% up front before any testing is initiated.</p>	<p>Rush Testing: A surcharge will be added to the fees if a rush status is requested. Due to limited capacity for rush TAT, rush testing is available only with the preapproval of NJ Labs.</p> <p>Personnel: NJ Labs does not employ anyone that: (a) has been debarred or (b) is under consideration to be debarred by the Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992, as amended.</p> <p>Audits: Every two years upon reasonable advance notice, NJ Labs will permit Client and/or its designated representative access to NJ Labs, during normal business hours and at mutually agreeable times, to visit the NJ Labs facilities where testing is taking place. Audit teams are limited to two representatives.</p> <p>Test Records and Reports: NJ Labs will keep complete and accurate records of each test for at least five (5) years.</p> <p>Fees: Client agrees to pay all invoices within Thirty (30) days of receipt of the relevant invoice. All amounts not paid when due shall bear interest from the applicable due date until paid at one and one half percent (1.5%) per month. In addition, NJ Labs may elect to suspend any testing that may be in progress, delay the start of new testing, and/or withhold required reports or other deliverables if the Client does not make any required payment within the thirty (30) day period referenced above and additionally, NJ Labs shall be entitled to reimbursement of reasonable costs of collection, including reasonable attorney’s fees. All payments are in US Dollars.</p> <p>Subcontractors: NJ Labs will only outsource with the preauthorization of client.</p> <p>Confidentiality: NJ Labs maintains strict confidentiality with its customers. Formal confidentiality agreements may be initiated by the customer.</p>	<p>Validation: NJ Labs uses compendia methods when available. USP methods do not require validation. NJ Labs recommends that clients request validation of other methods and/or method suitability for microbial testing where appropriate. Additional fees are charged for these services.</p> <p>Warranties: NJ Labs warrants that it shall perform the services requested to the best of its ability and use all reasonable skill, care and diligence as reasonably required to produce relevant results that the client requests.</p> <p>Limitation of Liability: NJ Labs will not be liable for penalties or liquidated damages or for special, indirect, consequential or incidental damages of any type or kind (including, without limitation, lost profits), NJ Labs sole liability, and client’s sole remedy for NJ Labs breach of the warranty set forth herein shall be a retest of the affected services or the portion thereof affected by such breach as promptly as possible at NJ Labs sole cost and expense.</p> <p>Force Majeure: NJ Labs shall not be liable for any delay or failure of performance, including without limitation failure to perform a service, where such delay or failure arises or results from any cause beyond NJ Labs reasonable control, including, but not limited to, flood, fire, explosion, natural catastrophe, military operations, war, computer or other equipment failure, unusually severe weather, or other act of God, power loss or reduction, embargo, governmental regulation, or an inability or delay in obtaining materials. In the event of any such delay or failure of performance, NJ Labs shall have such additional time within which to perform its obligations hereunder as may be reasonably necessary under the circumstances.</p> <p>Financial Information: Payment in advance is required for customers whose credit has not been established with NJ Labs. Credit is extended 30 days after submittal and acceptance of a completed credit application.</p>
---	---	---

Client: _____

Name: _____
PRINT

SIGNATURE

Date: _____