

Roesink Microbiology Laboratories, LLC
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Providing Quality, Time Sensitive Microbiological Testing

Roesink Laboratories, LLC Terms and Conditions

All services provided by Roesink Laboratories, LLC are expressly limited to the terms and conditions stated herein, unless customer and Roesink Laboratories, LLC have agreed otherwise in a formal written contract.

Confidentiality - All results and customer information will be held in strict confidence. Roesink Laboratories, LLC requires written permission for information to be released to a third party. Information released to legal or other regulatory authorities is exempt. In any instance where information is subpoenaed by and must be released by a government agency, or is otherwise required to be disclosed pursuant to law or regulation, the customer will be promptly notified. No references to the analyses, the results, or the services of Roesink Laboratories, LLC may be made in written form, advertising form, or news release form; without the prior written consent of Roesink Laboratories, LLC.

Pricing - Roesink Laboratories, LLC pricing is stated per sample test with our regular lead time. Rush samples and results are available; however, a rush charge will be incurred. Additional fees apply when confirmation work is performed. Confirmation fees are variable. Pricing information regarding confirmation fees can be provided by contacting our office. Samples received and tested on the weekends are billed at double the standard test price. Pricing is subject to change.

Payment - All fees are charged or billed directly to the customer and payment is required to be in full. Terms are net 30 from the date of the invoice. After 30 days past the date of the invoice, Roesink Laboratories, LLC reserves the right to charge a 1.5% per month late charge or the maximum amount permitted by law (if less) until payment for all outstanding invoices has been

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received and funds have cleared. Current and future results will be held until this point. Past due notices will be sent monthly. If payment for any invoice has not been received 150 days (5 months) from the date of invoice, Roesink Laboratories, LLC will send a last notice stating that if payment is not received within 30 days of the last notice, Roesink Laboratories, LLC reserves the right to cease all current and future work. Any future work is required to be paid in full prior to any work beginning. ***See example below:*

***Invoice sent January 1st – Invoice due date February 1st – 1st notice February 7th – 2nd notice March 1st – 3rd notice April 1st – 4th notice May 1st – 5th (LAST) notice June 1st – invoice must be paid by July 1st (180 days past invoice)*

Consistent Late Payments: After three past due payments within a year period, 30 day terms will terminate and all future work is required to be paid in full prior to any work beginning.

Default Of Payments: If the customer defaults in payment for services rendered, the customer is responsible for reasonable collection and/or legal fees.

Billing - All fees will be charged directly to the customer, unless a third party has signed a statement of payment responsibility.

Reports - Roesink Laboratories, LLC reports may not be reproduced. Written approval by Roesink Laboratories, LLC is necessary to reproduce any report and the report must be reproduced in full. Roesink Laboratories, LLC may retain paper and electronic records of reports and quality control information for a period of 5 years.

Sample Storage and Retention - When the customer specifically makes arrangements to do so through our office, Roesink Laboratories, LLC will store all samples upon completion of our analysis report. A schedule of storage retention for items will be discussed and planned if requested arrangements are made.

Sample Condition - Roesink Laboratories, LLC reserves the right to determine a samples condition for analysis. Samples may be determined to be acceptable, unacceptable or questionable. Roesink Laboratories, LLC reserves the right to reject samples when they have been determined to be “unacceptable” and meet one or more of the following conditions:

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- (1.) Documented discrepancies and/or a lack of information on the chain of custody form,
- (2.) The sample amount submitted is under the required amount to perform the requested testing,
- (3.) The sample(s) possess a risk to the health and safety of employees or the lab environment,
- (4.) The sample(s) are received by the laboratory past the holding times and/or over temperature for the requested test.

Disputes: Disputes related to the performance of the services of Roesink Laboratories, LLC shall be resolved in a timely manner. The customer shall submit the dispute in writing and deliver to Roesink Laboratories, LLC. Roesink Laboratories, LLC shall respond in writing within five (5) business days of receiving the dispute. The customer shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both the customer and Roesink Laboratories, LLC shall have three (3) business days to negotiate to resolve the dispute.

Litigation - All litigation disputes, including compliance to product documents or testimony, subpoenas, or any other disputes relating to work performed by Roesink Laboratories, LLC in connection with work performed for customer shall be paid by the customer. Costs could include, but are not limited to: travel and accommodations, counsel, hourly charges, and all other expenses which could be associated with the litigation or dispute.

Indemnification - Clients agree to indemnify and regard Roesink Laboratories, LLC harmless from and against all liability associated with any and all types of legal proceedings.

Warranty and Liability Limits - Roesink Laboratories, LLC will perform all work in accordance with written or published methods and will be in accordance with Roesink Laboratories, LLC Quality Assurance Policy. Warranty is limited to our accuracy of analysis of samples as received. NO other warranty-either express or implied is made by Roesink Laboratories, LLC. This includes; without limitation-the condition, or fitness for a particular purpose of any service, result or test. Liability of Roesink Laboratories, LLC from all cause of action shall be limited to the fees paid by the customer for the result or test in question. The customer agrees to indemnify and defend Roesink Laboratories, LLC from all claims, liabilities and expenses relating to the customers use of the services, test results and analysis. Placement of an order for analysis or testing service constitutes the customer; customer's acceptance of the terms and conditions stated herein. This shall supersede any provision to the contrary stated in any purchase order or in any work placed by the customer.

