

## Terms and Conditions of Sale

The following Terms and Conditions of Sale shall apply to laboratory testing provided by UW-Parkside Natural Products Lab (NP Lab) unless otherwise covered by separate Terms and Conditions.

1. GENERAL. These Terms and Conditions shall govern all orders for laboratory tests, laboratory services or other services (collectively, "Services") as provided by the NP Lab, a unit of the University of Wisconsin – Parkside, to you ("Client"). These Terms and Conditions shall be automatically incorporated by reference into each quote given by and each PO (as defined below) accepted by the NP Lab. A PO shall only be effective if the NP Lab accepts such PO in writing or actually begins performance of the Services requested thereon.
2. PRICE TERMS. All prices quoted by the NP Lab are stated in U.S. dollars, and are valid for ninety (90) days unless otherwise specified. Prices and related quotes are based on test descriptions provided to the NP Lab by the Client and detailed in such quote. Any change in test descriptions or process parameters provided by the Client may require a new or revised quote to be prepared. In the event that the NP Lab issues conflicting oral and written quotes, the written quote shall stand.
3. PURCHASE ORDERS. Upon Client's satisfaction with a quote, the Client must submit a written purchase order (PO) to cover each requested Service. Submission of such PO will be accompanied by these terms and conditions, executed on-behalf of the Client, and such submission shall be conclusive proof that Client has accepted all of these Terms and Conditions in the manner set forth in Section 1. Each PO must contain the quote number, if any, from the NP Lab. Any re-performance of Services required by Client in connection with a previously completed PO will require a separate PO, the performance of and payment for which shall also be governed by these Terms and Conditions.
4. PAYMENT TERMS. If payment terms have not been established between the NP Lab and Client, the payment is due thirty (30) days from the date of the invoice to Client in connection with the Services. Commencement of any Services is contingent upon credit approval of Client to the satisfaction of the NP Lab, and Client hereby grants to the NP Lab the authority to obtain any required credit information of Client. The NP Lab reserves the right to revise these payment terms at any time. All balances which are due and owing by the Client to the NP Lab and not paid when due shall accrue interest at a rate of one and twenty-five hundredths percent (1.25%) per month until payment is received in full. The NP Lab has the right to suspend all Services under any PO upon Client's failure to pay any amount due hereunder. A charge of Thirty Dollars (\$30) will be incurred for each returned check. All amounts due hereunder are payable in U.S. dollars. Client shall notify the NP Lab within twenty-four (24) hours of Client's becoming insolvent, filing for bankruptcy, being placed in receivership, making an assignment for the benefit of creditors or commencing proceedings seeking protection from its creditors. Upon the occurrence of such an event, all amounts hereunder shall become immediately due and all Services will be suspended.
5. PAYMENT METHODS. Payment may be made by cash, check, credit/debit card or money order. Checks and money orders should be made payable to the University of Wisconsin – Parkside and include NP Lab in the notes. Payments should be mailed to UW-Parkside, Cashier's Office, WLLC, 900 Wood Road, Kenosha, WI 53141.
6. FREIGHT & INSURANCE. All of Client's products, test articles, reports, data, waste and excess material shipped to or from the NP Lab will be shipped F.O.B. to NP Lab in Kenosha, WI (USA). The NP Lab will invoice Client for freight charges or will bill Client's UPS or FedEx account, if requested by Client. For all items shipped to Client by the NP Lab, if Client determines that standard carrier coverage is inadequate, Client shall note such on the applicable PO, and shall include thereon the value of the items to be shipped. Any additional costs associated with any requested increase in insurance coverage shall be the responsibility of Client and shall be added to the applicable invoice. All claims for freight damage should be made directly with the freight carrier responsible for

such damage. The NP Lab shall have no liability for any damage which occurs while any shipment is in possession of any carrier. It is the client's responsibility to properly insure all shipments.

7. **TURNAROUND TIME.** The NP Lab shall make all reasonable efforts to meet the report release date, if any, provided in writing to the Client in the applicable written quote, if any. However, the NP Lab cannot guarantee that a report release date will be met. If such a delay arises, the NP Lab will so inform the Client.
8. **HAZARDOUS MATERIALS.** All hazardous materials submitted to the NP Lab for Services must be accompanied by a Safety Data Sheet (SDS) or similar safety information. The NP Lab may add a handling fee for Services performed on hazardous materials. In the event that the NP Lab incurs costs in connection with the disposal of any hazardous materials, such costs shall be invoiced to the Client.
9. **CANCELLATION.** If for any reason Client cancels any Services subsequent to acceptance by the NP Lab, Client will be billed for (1) the portion of the Services that the NP Lab has performed at the time of cancellation and (2) all materials purchased by the NP Lab specifically for the cancelled Services.
10. **CONFIDENTIALITY.** The NP Lab shall treat all Client data and materials as proprietary and confidential to Client and will not disclose data or materials to any person except its employees, consultants, and subcontractors as necessary for the purpose of providing the Services. If the NP Lab discloses any proprietary information or materials to Client, Client shall treat such information and materials as proprietary and confidential to the NP Lab. Each party shall protect the proprietary and confidential information and materials of the other party by using the same degree of care as such party uses to protect its own information and materials, but in any event no less than a reasonable degree of care. Notwithstanding any other provisions herein, however, each recipient party shall have no obligation to the other party for any information or materials that is (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it; (d) disclosed pursuant to an enforceable order of a court or administrative agency provided the recipient party informs the disclosing party promptly thereof; (e) is required to be disclosed under applicable law, provided that each recipient party notifies the other party of any such circumstance and provides the other party reasonable opportunity to contest the disclosure; and/or is independently developed by or for the recipient party.
11. **WARRANTIES.** The NP Lab warrants that all Services will be performed with reasonable care, skill and diligence and in accordance with standards generally applicable in the industry and shall at all times comply with applicable law. Unless specified in written correspondence to Client, the results of the Services are not indicated or representative of the qualities of any samples from the same or other lots on which Services were not performed. The Services may result in damage to the applicable samples and the Client assumes all such risk. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE NP LAB, DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **LIMITATION OF LIABILITY.** The NP Lab shall not be liable for any direct, indirect, consequential, incidental, punitive or special damages (including without limitation, lost profits) resulting from or arising out of the Services, whether based in tort, contract, or otherwise, and regardless of whether the NP Lab had advance notice of the possibility of such damages. Client's sole remedy against the NP Lab shall be the NP Lab re-performance of such Services or a refund of any amounts paid to the NP Lab for such Services. In any case, the liability of the NP Lab shall be limited to the price quoted for the Services. Services shall be re-performed without cost only in the event of gross negligence or willful misconduct by the NP Lab.
13. **INDEMNIFICATION.** The Client shall defend, indemnify and hold harmless the NP Lab and its affiliates and the officers, directors, employees, agents and representatives of any of them, from and against any claim, demand, suit, action, controversy, verdict, liability or cost relating to and arising out of the Services (collectively, "Costs"), including but not limited to any Costs arising in connection with the items and materials referred to in Section 8,

except to the extent that such claim, demand, suit, action, controversy, verdict, liability or cost is the direct result of gross negligence or willful misconduct by the NP Lab.

14. **FORCE MAJEURE.** In the event that the NP Lab is delayed in or prevented from the performance of any Services by reason of labor troubles, inability to procure materials, power failure, government laws or regulations, riots, insurrections, war, fire or other casualty, or any other reason not reasonably in the control of the NP Lab, the period for the performance of the Services shall be extended for the period of the delay, and for a reasonable time thereafter.
15. **CHOICE OF LAW.** The Terms and Conditions shall be governed by the laws of the State of Wisconsin (USA), without giving effect to the conflict of law provisions thereof.
16. **SEVERABILITY.** The lack of enforceability or invalidity of any provision or provisions contained in these Terms and Conditions shall not render any other provision or provisions herein contained unenforceable or invalid and the provisions found to be unenforceable or invalid shall be enforced to the maximum extent permitted by law.
17. **NON-WAIVER.** No waiver by the NP Lab of any condition, or any breach of any term contained herein, in any one or more instances, shall be deemed to be a further or continuing waiver of any condition or of any breach of any term.
18. **ENTIRE AGREEMENT.** These Terms and Conditions, the applicable PO and, if applicable, any confidentiality agreement executed by the parties contain the entire agreement and understanding of the parties and supersede all prior agreements, negotiations, arrangements, and understandings relating to the subject matter of these Terms and Conditions.
19. **ASSIGNMENT.** Client shall not assign any of its rights or obligations under these Terms and Conditions without advance written consent of the NP Lab.
20. **INTELLECTUAL PROPERTY.** Client shall have no rights in the patents, trademarks, copyrights or other intellectual property of the NP Lab.