



# CUSTOMER DISTRIBUTION UPDATE

Control No.: FSNS-ADMIN-FORM-015.4  
Revised On: August 15, 2012  
Authorized By: QA Manager  
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Customer id: \_\_\_\_\_ (If you have more than one client code, please add).

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

This information is required for confidentiality purposes Food Safety Net Services cannot process samples or communicate test results until all information on this form has been completed in full.

**Place a check mark if you are adding or removing a contact from the distribution list. All other contacts will remain on the distribution list *unless* stated below.**

### Primary Reporting Contact:

Add Contact Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Primary Reporting Contact:

Remove

Name: \_\_\_\_\_

### Alternate Reporting Contact:

Add  Remove

Contact Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_



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### Alternate Reporting Contact:

Add  Remove

Contact Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### Alternate Reporting Contact:

Add  Remove

Contact Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

### LABORATORY TESTING STANDARD TERMS AND CONDITIONS

The laboratory analytical services (data collection, analysis and interpretation, and referenced laboratory services, and referred to herein collectively as the "Services") provided by Food Safety Net Services, Ltd. ("FSNS") to you, the client, are subject solely to the terms and conditions stated herein and the terms and conditions stated herein shall control in the event of any conflict with any other written document.

### LABORATORY TESTING STANDARD TERMS AND CONDITIONS

The laboratory analytical services (data collection, analysis and interpretation, and referenced laboratory services, and referred to herein collectively as the "Services") provided by Food Safety Net Services, Ltd. ("FSNS") to you, the client, are subject solely to the terms and conditions stated herein and the terms and conditions stated herein shall control in the event of any conflict with any other written document.

**CONFIDENTIALITY.** FSNS agrees to maintain in confidence all of your 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 and providing reports on our findings to you. FSNS shall protect your confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as FSNS uses to protect 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, you will be promptly notified. You agree not to use the Food Safety Net Services, Ltd. name and/or any data or report provided by FSNS in any manner which might cause harm to FSNS's reputation and/or business. Any report or data provided to you by FSNS shall not be reproduced, except in full. Under no circumstances is the name of Food Safety Net Services, Ltd. or FSNS to be published by you either alone or in association with that of any other party, without the prior written approval of FSNS.



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**PAYMENT TERMS.** Payment in advance is required for all clients except those whose credit has been established with FSNS. For clients with FSNS approved credit, our standard terms are net 7 days, after which time a 1-1/2% per month late charge or the maximum amount permitted by law (if less) is added to all unpaid balances. Any deviation in payment terms must be agreed to in writing. FSNS has the right to ask for payment in advance, if the established payment terms are not adhered to. FSNS reserves the right to cease all work if you do not pay your invoice(s). If you default in payment for services rendered, you are responsible for reasonable collection and/or legal fees.

**BILLING.** All fees are charged or billed directly to you. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to FSNS in writing. However, if changes are made after the originally requested testing is initiated or has been completed, you shall be responsible for paying charges related to such testing.

**RUSH ANALYSES.** A surcharge is usually added to the list fee if rush analysis is requested. The surcharge will depend upon the analysis to be performed. Rush analysis service is offered contingent upon availability and pre-arrangement with FSNS.

**DELIVERY OF SAMPLES.** Upon timely delivery of samples, FSNS will use its good faith efforts in meeting standard turnaround times. The risk of loss or damage to the sample during shipment remains with you. FSNS will advise you of samples which are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by FSNS at the time possession of the sample is delivered to an employee of FSNS; however, FSNS's sole responsibility in the event of such loss or damage shall be to pay for the cost of delivering a substitute sample.

FSNS reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of FSNS is likely to pose any unreasonable risk in handling and/or analysis.

You represent and warrant that any sample containing any hazardous substance which is to be delivered to FSNS will be packaged, labeled, transported, and delivered in accordance with applicable laws.

**QUALITY ASSURANCE.** FSNS will perform the Services consistent with its laboratory quality assurance standard operating procedures. It shall be your exclusive responsibility to confirm that FSNS' standard practices will meet your needs prior to placing an order for work. If you desire an alternative to these standard practices, such request must be made in writing and agreed to in writing by FSNS prior to sample acceptance.

**RETENTION OF SAMPLES.** After the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days, after which the samples may be destroyed. Prior arrangements must be made if samples are to be held for longer periods or returned to you. FSNS may charge a monthly fee for long-term storage.

**OBLIGATION TO PROVIDE SERVICES.** FSNS shall only be obligated to perform those Services for which it has accepted an order submitted by you, subject to FSNS' right to cease performing the Services due to failure to pay invoices when due.

**HAZARDOUS MATERIALS.** Unused portions of samples found or suspected to be hazardous or to contain hazardous materials according to state of federal guidelines may be returned to you upon completion of the analytical work. The cost of returning the sample may be invoiced to you. The sample and portions thereof remain your property at all times.

**SAMPLE CONTAINERS.** FSNS may provide sample containers upon request. FSNS reserves the right to charge a fee for sample containers.



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**RETENTION OF REPORTS.** FSNS ordinarily retains copies of analytical reports for a period of 3 years, after which time the reports may be destroyed.

**LIMITED WARRANTY AND LIMITS OF LIABILITY.** FSNS warrants that it will perform the Services consistent with its laboratory quality assurance standard operating procedures. FSNS warrants that it will perform the appropriate test, for the sample as submitted, and will either (i) follow all procedures consistent with ISO 17025 and the manufacturer of the testing kits, or (ii) if directed by you, follow the specific procedures specified by you in the Sample Submission Form. THE PARTIES RECOGNIZE THAT IT IS POSSIBLE FOR A TEST KIT TO PRODUCE AN INACCURATE RESULT EVEN IF ALL PROCEDURES ARE PROPERLY FOLLOWED, AND THEREFORE FSNS DOES NOT WARRANT THAT THE TEST KITS WILL PRODUCE ACCURATE RESULTS WHEN ALL PROCEDURES ARE PROPERLY FOLLOWED. THE FOREGOING EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. FSNS DISCLAIMS ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND THE WARRANTY OF MERCHANTABILITY.

To the extent the services provided to you include services other than laboratory analytical services (data collection, analysis and interpretation, and referenced laboratory services), such as consultations, advice, audits or other consulting services (collectively, "Consulting Services"), with respect to any and all Consulting Services, FSNS AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. THERE ARE NO REPRESENTATIONS OR GUARANTEES UNDER THIS AGREEMENT, OR IN ANY OTHER AGREEMENT OR COMMUNICATION, CONCERNING CONSULTING SERVICES, OR THE QUALITY, ACCURACY, OR FITNESS OF THE CONSULTING SERVICES, OR THAT THE CONSULTING SERVICES SHALL INSURE THE SAFETY OF ANY PRODUCT ASSOCIATED WITH THE CONSULTING SERVICES.

IN NO EVENT SHALL FSNS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFIT OR GOODWILL REGARDLESS OF (A) THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OF FSNS AND (B) WHETHER FSNS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

FSNS' total liability to you in connection with the Services or any Consulting Services for any and all injuries, losses, expenses, demands, claims or damages whatsoever arising out of or in any way related to such services, from any cause or causes, shall not exceed an amount equal to the lesser of (a) damages suffered by you as the direct result thereof, or (b) the total amount paid by you or owing by you for the services provided under the specific order or Sample Submission Form submitted by you, out of which the damages arose. We accept no legal responsibility for the purposes for which you use the test results. Results contained in any report relate only the items tested and described in any report. No purchase order or other order for work shall be accepted by FSNS which includes any conditions that vary from the above described Standard Terms and Conditions, and FSNS hereby rejects any conflicting terms contained in any acceptance or order submitted by you.

**INDEMNITY.** YOU AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY FSNS, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND CONTRACTORS (COLLECTIVELY THE "FSNS PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTIONS, JUDGEMENTS, EXPENSES (including attorney's fees) AND LOSSES THAT MAY BE BROUGHT OR ASSERTED AGAINST ANY OF THE FSNS PARTIES BY ANY PERSON OR ENTITY, RELATING TO OR ARISING OUT OF THE SERVICES (INCLUDING CONSULTING SERVICES) OR YOUR PRODUCTS, INCLUDING BUT NOT LIMITED TO THOSE THAT ARISE OUT OF THE ACTUAL OR ALLEGED NEGLIGENCE OF ANY OF THE FSNS PARTIES.



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LAW AND VENUE. This agreement is governed by the laws of the State of Texas. The parties agree that the exclusive venue for any dispute between the parties under this Agreement shall be the state or federal courts located in Bexar County Texas and the parties agree to submit to the personal jurisdiction in such courts.

Please sign below that you have read and understand the above stated, and you authorize Food Safety Net Service' Laboratories to review results and client information with only those listed as contacts for your company on this form.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Representative Name/Title

\_\_\_\_\_  
Date

**Important Note:** Food Safety Net Services cannot process samples or communicate test results until all information within this packet has been completed in full AND has been signed by an authorized representative.

CONFIDENTIAL