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**SAMPLE SUBMISSION FORM**

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Send Results To:	
Attn	
Company:	
Address:	
Phone:	
Fax:	
E-mail:	

Invoice To: (If Different)	
Attn	
Company:	
Address:	
Phone: (    )	
Fax: (    )	
E-mail:	

Date Submitted:
P.O. #
Quote #:
ABC Contact:

Results are to be: (Check all that Apply)		
	Yes	No
FAXED	<input type="checkbox"/>	<input type="checkbox"/>
E-MAILED	<input type="checkbox"/>	<input type="checkbox"/>
MAILED	<input type="checkbox"/>	<input type="checkbox"/>

<b>ABC Research Laboratory #</b>	<b>Customer #</b>
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ABC #	Sample Analysis Identification / Description	Analysis Requested <small>(UNLESS PRIOR ARRANGEMENTS ARE MADE, SAMPLES ARE HELD FOR 30 DAYS ONLY)</small>	Special Instructions

<b>LABORATORY USE ONLY</b>	Condition Received: <i>(check all that apply)</i>
Received By:	Frozen <input type="checkbox"/> Refrigerated <input type="checkbox"/> Ambient <input type="checkbox"/> Hot <input type="checkbox"/>
Date:	Good <input type="checkbox"/> Poor <input type="checkbox"/> Damaged <input type="checkbox"/> Delayed in Shipping <input type="checkbox"/>

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**Customer Release (Sign & Date)**  
\*Please note, results are only representative of the sample submitted.

*Use Additional Forms If Necessary*



A FOOD TESTING LABORATORY SINCE 1967

ABC Research Corporation Terms and Conditions for Testing Services

**Article 1 – Services.** ABC Research Corporation (ABC Research) shall:

- 1.1 Perform testing services in a professional manner, using a degree of care and skill consistent with the industry standards and in accordance with applicable standard practices, laws and regulations.
- 1.2 Submit reports of services performed indicating, where applicable, compliance with commercially accepted practices. Such reports will be based upon samples provided by CLIENT. ABC Research, and its employees or agents, shall not use (except in the course of the services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, CLIENT's confidential information.
- 1.3 ABC Research, by the performance of services covered hereunder, does not in any way warrant, assume, abridge, or abrogate any duties, responsibilities or authorities with regard to the facility or the samples provided by CLIENT or its authorized representatives.
- 1.4 Results are provided solely based on samples of product tested by ABC Research and such results are intended for use by persons having professional skills, at their own risk, and ABC Research assumes no responsibility, and CLIENT hereby waives all claims against ABC Research, for consequences or damages related to CLIENT's sample.

**Article 2. Client's Responsibilities.** CLIENT Shall:

- 2.1 Designate in writing a person or entity to act as CLIENT's authorized representative with respect to ABC Research's services to be performed; such person or entity shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT's expense, additional services.
- 2.2 Designate in writing CLIENT's representatives and/or third parties who are authorized to receive copies of testing services results. Allow ABC Research's employees, agents and representatives reasonable access to CLIENT's facilities as necessary to perform the services hereunder. CLIENT shall be responsible for providing a safe work place and safe working conditions for ABC Research's employees, agents and representatives. Any hazardous or toxic materials to which ABC Research's Agreement shall be properly stored and labeled in accordance with applicable regulations. CLIENT hereby represents and warrants that it has the full right and authority to enter in to this Agreement.

**Article 3. Reports.** CLIENT shall agree that:

- 3.1 Any report of results furnished solely for the benefit of CLIENT and any of its authorized representatives and such report may not be reproduced except in full; it may not be altered, amended or relied upon by any other person or entity without the prior written consent of ABC Research.
- 3.2 Any reports shall be the confidential property of CLIENT, and shall not be distributed, except (1) as may be required by law or regulation and/or (2) to those persons or entities specifically designated in writing by CLIENT or his authorized representatives.
- 3.3 CLIENT shall not, without prior written consent of ABC Research, use ABC Research's name, trademark or logo or any results or report prepared by ABC Research in connection with any marketing or advertising or in any publication in any manner without prior written consent of ABC Research.
- 3.4 CLIENT shall not at any time misrepresent the substances or effect of or any material fact, conclusion or finding contained in any report or other information received from or relating to ABC Research or its work on behalf of CLIENT.
- 3.5 ABC Research shall retain all pertinent record relating to the services performed hereunder for a period of five (5) years following submission of the report during which period the records will be made available to CLIENT upon written request, which may result in additional cost.

**Article 4. Sample Retention.** After results have been reported to CLIENT, products are retained by ABC Research as follows:

<u>Sample Type</u>	<u>Retention Time</u>
Quantitative Micro & Chemistry	30 days
Qualitative Micro	30 days
Water (Potability test)	Not retained

**Article 5. Payment.** CLIENT shall pay ABC Research for services and expenses in accordance with ABC Research's invoices which shall be paid within thirty (30) days of the date of invoice. Any balances

remaining unpaid at due date may be subject to a service charge of 1.5% per month until paid, but in no even shall such charge exceed the rate permitted by applicable law. Payments over the past due date shall be deemed an event of default under this Agreement. If legal action or collection proceedings are necessary to enforce payment, CLIENT shall be liable for ABC Research's costs of collection, including collection agency and attorney's fees. ABC Research reserves the right, previous to performing any services, to require from CLIENT satisfactory security for performance of CLIENT's obligations. If CLIENT fails to furnish satisfactory credit information, or if its account is in arrears, ABC Research may, at its option, defer further performance, or cancel performance of service.

**Article 6. General Conditions.**

- 6.1 CLIENT agrees to defend, indemnify and hold ABC Research harmless to the fullest extent permitted by law from and against any and all loss, liability, claims, damages, costs and expenses (including but not limited to attorneys' fees and charges of employees of ABC Research involved in litigation) or other cause of action arising out of, or relations to, CLIENT's acts, negligence and omissions, or arising out of any violation by CLIENT of its obligations set forth in this Agreement.
- 6.2 If this Agreement is terminated by either party for any reasons, ABC Research shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a report of services conducted prior to termination.
- 6.3 CLIENT may not delegate, assign or transfer obligations or interest in the Agreement without the prior written consent of ABC Research. ABC Research may assign or transfer some or all of its rights at any time to an affiliate provided such affiliate assumes ABC Research's under this Agreement and ABC Research may, in its sole judgment, subcontract to other qualified laboratories certain services.

**Article 7. Entire Agreement.**

- 7.1 **The warranty, obligations and liabilities of ABC Research hereunder are exclusive and in lieu of all other remedies, warranties, guarantees or liabilities, express or implied, arising by law or otherwise, with respect to the services provided hereunder (are excluded, without limitation, any obligation of ABC Research with respect to merchantability, fitness for a particular purpose, non-infringement and indirect, incidental or consequential damages). In no event shall ABC Research's liability to CLIENT under any claim exceed a refund of the amount paid by CLIENT for the service that is the subject of the claim. The client's remedies set forth herein shall be CLIENT's sole and exclusive remedies under this agreement.**
- 7.2 ABC Research shall not be liable for delays or other problems caused by unforeseen circumstances or circumstances beyond its reasonable control, compliance with governmental requests, laws, regulations or breakage or failure of machinery or apparatus or any other event beyond the reasonable control of ABC Research.
- 7.3 The Agreement represents the entire agreement between CLIENT and ABC Research and supersedes all negotiations, representations or agreements, written or oral. Terms and conditions included in CLIENT's purchase order or any other document shall not be applicable. The obligations set forth in paragraph 3, 4, 5, 6 and 7 shall survive the termination of this Agreement.
- 7.4 In the event that any of the provisions of this Agreement are or become null or void, such provision shall be deemed to have been deleted from this Agreement and the remaining provisions hereof shall remain valid and enforceable. The validity, interpretation and performance of this Agreement shall be governed by the laws (but not the conflict of law rules) of the State of Florida (USA). Any litigation arising hereunder shall be resolved by a court of competent jurisdiction located in the State of Florida.
- 7.5 If for any reason this Agreement is not signed by CLIENT, any conduct by CLIENT which recognized the existence of a contract pertaining to the subject matter hereof, including but not limited to performance of service by ABC Research for the benefit of CLIENT or CLIENT providing samples to ABC Research, shall constitute acceptance by CLIENT of this Agreement and all of its terms and conditions.