



Quality Compliance Laboratories (QCL), Inc.
Advocate of Quality & Excellence

QUOTE NO.:

TERMS & CONDITIONS

The following terms and conditions apply to the Services to be provided by Quality Compliance Laboratories (QCL) Inc. ("QCL"). In the event of a conflict between these and any other terms and conditions contained in any purchase order or other documentation relating to the Services not specifically agreed to in writing by QCL, these terms and conditions shall govern:

ACCEPTANCE:

In submitting a Sample Submission Form (SSF), Company PO or request for work on Company Letterhead will constitute as acceptance of these Terms and Conditions.

LIABILITY:

QCL's sole responsibility is to perform its Services in accordance with accepted compendial standards using accepted and where applicable accredited testing methodologies and procedures, unless other standards or methods are requested by the client ("Client") to QCL in writing. QCL's liability in connection with the performance or non-performance of Services is to the Client only, and does not extend to the Client's or QCL's successors, assigns, associates, affiliates, officers, employees, directors, contractors, customers or to any other third party, and is limited to the actual cost of the specific analysis included in the Services.

QCL has no liability whatsoever for indirect, consequential, exemplary, incidental, special or punitive damages, including lost profits, even if QCL has been advised of the possibility of such damages. Except as aforesaid, QCL disclaims all warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. Client agrees to assure and hold QCL secure from all claims, damages and losses including the cost of defense in connection with or arising out of performance of the Services, except only as aforesaid.

CONFIDENTIALITY:

As per QCL Confidentiality Agreement strict confidentiality is and will be maintained in all relations with clients. In accordance with the Agreement, no information, both standard and proprietary, is or will be disclosed to any other Party without the written permission of the said client unless; (i) the Client directs otherwise in writing, (ii) any disclosed information is at the time of its disclosure or subsequently becomes generally available to the public without breach of any confidentiality agreement by QCL, or (iii) disclosure is compelled by law, in which event QCL will use commercially reasonable efforts to give Client prior written notice of any disclosure to be made, and at Client's expense, QCL shall



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cooperate fully with its client to obtain protective orders, confidential treatment or other such protective action as may be available to preserve the confidentiality of the information required to be disclosed.

QCL prohibits the use of its name in connection with any unauthorized conclusions based upon its reports without prior written consent. The client will be notified immediately if any information is subpoenaed by, and must be released to, a regulatory or legal body. Likewise, the client agrees to respect all such relationships of trust. The client agrees that it will not use QCL's name and/or data in any such manner, which may cause damage to the company's business or reputation. The name QCL, or any variation or alteration of said name will not be published, either alone or in association with said client, without prior, written approval from the President or CEO of the company.

LITIGATION:

In the event QCL is subpoenaed for testimony in a court of law, for retrieving documents, or for any other purpose relating to work performed by QCL in connection with work performed for that client, shall be paid for by the client. Such costs shall include, but are not limited to, hourly charges for persons involved in responding to subpoenas, travel, accommodations, mileage, attorney preparation of testimony and advice of counsel in connection with subpoenas or other legal matters pertaining to said litigation. Including all other expenses deemed reasonable and associated with said litigation.

WARRANTY & LIMITS OF LIABILITY:

QCL warrants the accuracy of its Testing for the sample submitted. We assume no responsibility for the purposes for which the client uses the test results, nor liability for any other warranties, expressed or implied. These terms and conditions shall supersede any conflicting terms and conditions stated on any purchase order, or other order of work submitted by the client. Any testing performed by QCL under properly trained and experienced analysts (as solely determined by QCL) which are determined by the client to be inaccurate and which after investigation by QCL are acknowledged in writing by QCL's Chief Scientific Officer to be inaccurate, shall be re-tested without charge to Client, provided that Client provides QCL with a written request for such investigation with two months after client knew or should reasonably have known of the inaccuracy. Client may be required to provide QCL with additional samples if deemed to be necessary.



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SAMPLE SUBMISSION FORM:

Sample Submission Form (SSF) will be provided by QCL and must be used to provide complete instructions as to analysis and reporting requirements and a signed SSF must be provided with the samples. Failure to do so may result in turnaround time delays in processing samples or refusal to accept samples.

QCL has the expertise to ensure proper handling of legal samples. Please notify the laboratory for instructions prior to sampling. Consultation, expert witness, legal analysis and court appearance charges are \$300.00 per hour or by prior agreement.

SAMPLING SUPPLIES:

Sample bottles, labels and forms are available when requesting services. Contact QCL client service representative for minimum sample size requirements and sampling protocols and/or to place an order.

HAZARDOUS SAMPLES:

Samples, which are suspected to be hazardous, must be clearly marked as such prior to submission to the QCL.

SAMPLE STORAGE:

Please contact a QCL customer service representative for details and confirmation of the "no charge" storage period for specific types of samples. Longer storage periods than indicated are available upon request and additional charges may apply. QCL reserves the right to return unused portions of samples to the client, at the Client's expense.

SAMPLE DISPOSAL:

For samples that require special disposal or that are found to be hazardous, QCL reserves the right to return the samples to the originating company or invoice the originating company for the cost of disposal plus 15% service charge. For samples not requiring special sample disposal, QCL reserves the right to charge for their safe disposal. Water base samples will have a \$10.00/sample disposal charge. Other samples will have a \$10.00/kg disposal charge. All of the above disposal fees and their application, are subject to prior agreement with QCL.

CUSTOM ANALYSIS:

QCL has one of the most diverse ranges of capabilities. If you require analysis of samples, or for parameters, please call us to discuss your needs. We will review your requirements and provide you with a quotation based on the scope of the project.



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EMERGENCY 1 - DAY SERVICES:

For projects requiring immediate turnaround in emergency situations, analysis will commence upon receipt of properly documented samples and be worked on until completion (during both normal and non-regular business hours). Services offered only with prior arrangement with QCL Lab. Rush service has up to a 150% surcharge on regular price. Overtime charges may also be applicable.

RUSH 2 - 3 DAY SERVICES:

For projects requiring expedited turnaround, a rush service is available. Analysis will commence immediately upon receipt of properly documented samples and continue during normal business hours. Analysis is normally completed within 2 working days but confirmation must be obtained from the laboratory prior to submitting samples. Rush/Priority service has up to a 50% surcharge on regular price.

TURNAROUND TIME (TAT): We pride ourselves in the ability to meet your TAT needs. Our target TAT is 10 business days or less for most routine analyses. TAT is based on business date of receipt of sample at QCL. Any samples received, for standard TAT, after 3 p.m. on regular business days, will be assigned the next business day.

DATA RETENTION:

QCL will discard project files after five years with the exception of method development and validation files, any work related to new drug submissions, Client's Research and Development files. If project files required to be kept for greater than 5 years then QCL must be notified in writing.

MINIMUM CHARGE:

A minimum charge of \$200.00 Cdn will be applied to all analytical work orders.

FEES & TERMS:

All fees are charged directly to the client after completion of the analysis and a report is issued. Billing to a third party will not be accepted without a written statement, signed by the third party, which acknowledges and accepts payment responsibility. Unless otherwise stated in the contract, client will be responsible for the cost of compendial Reference Standards.

Net 30 days, 2.0% service charge per month on overdue accounts. Purchase order, cheque or credit application may be required before work commences. Accounts overdue by 90 days or more may be referred to a collection agency.

11-145 Konrad Cres., Markham, Ontario, Canada L3R 9T9

Tel: 905-305-0998 Toll Free: 1-877-305-0998 Fax: 905-305-0996 Website: www.QCtest.com



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QUANTITY DISCOUNTS:

Quantity discounts are available for routine sample testing, at the approval of the QCL management. All discounts are contingent upon meeting payment terms. QCL reserves the right to suspend discounts on late payments. Discounts do not apply to services provided by hourly rates. The following is a list of our current discount programs:

1. 5% Discount on Assay Samples – For 5 or more samples tested at one time.
2. 10% Discount on Assay Samples – For 10 or more samples tested at one time.

The QCL management must approve additional discount requests. A quotation must be issued and an expiration date will be stated. At the time of the expiration, the discount will be reviewed based on the volume of work, from the previous year, type of analysis, and work continuity.

CANCELLATION & DELAY POLICY:

In an event, a project is cancelled at the request of the client QCL holds the right to charge a cancellation fee of up to 20% of the total project cost. Additional charges to be assessed at the discretion of QCL may include project specific chemicals, instruments, supplies and shipping fees. QCL reserves the right to cancel the project and forward any and all cancellation fees to the client, for projects that are on a “hold” status for greater than 30 days.