





## STANDARD TERMS AND CONDITIONS

All services provided by Medallion Laboratories ("Medallion") are subject to the terms and conditions stated herein. As our client, you ("Client") understand and agree that placement of any order for our services constitutes acceptance of the terms and conditions stated herein. To the extent that any Client order contains any terms or conditions that vary from the terms and conditions stated herein, all such additional or varying terms and conditions shall be of no force or effect, and shall not be part of the Client-Medallion relationship or contract, even if Medallion performs the requested service.

**CONFIDENTIALITY:** Confidentiality is maintained in all interactions with Clients. Appropriate confidentiality agreements are signed willingly. If information is subpoenaed and released through the operation of any judicial, regulatory, or similar process, the Client is notified. In turn, the Client agrees to respect this relationship of trust. The Client agrees it will not use Medallion's name or data (or the name or data of any General Mills entity) in any manner which might cause harm to Medallion's (or General Mills') reputation and/or business. Under no circumstances is the name of Medallion (or of any of its General Mills affiliates) to be published, either alone or in association with that of any other party, without prior written approval.

**PAYMENT TERMS:** Payment terms are Net 30 days. Prices are subject to change without notice.

**BILLING:** All fees or bills are charged directly to the Client, unless a third party has been authorized via a signed statement indicating payment responsibility. It is assumed that the paperwork submitted with a sample describes the testing desired. If changes are made after the originally requested testing is initiated or completed, the Client must accept payment responsibility. Please notify Medallion immediately if changes in testing are necessary.

**SAMPLE SUBMISSION:** Sample submission should be made on a Medallion "Analysis Order Form." Please include all information requested on the Analysis Order Form. Ship samples according to the Medallion "Sample Shipping Instructions" available online at [www.Medallionlabs.com](http://www.Medallionlabs.com). Samples will typically be held for two (2) months, except: (1) where samples have been utilized for testing and thereby consumed; (2) where micro samples are destroyed; (3) where suspect samples are autoclaved; (4) where samples are returned early at the request of the Client; (5) where storage will compromise the integrity of the sample; or (6) where circumstances exist that prevent samples from being held for the typical two (2) month time period.

**HAZARDOUS SUBSTANCES AND PATHOGENS:** Any sample containing or suspected to contain a pathogen or substance that is considered hazardous must be clearly identified as such on the container and communicated to Medallion before shipping. Medallion reserves the right to refuse any sample which may pose a risk to employees.

**ANALYSIS:** Medallion strives to provide a ten (10) working day turnaround. Rush analysis is offered contingent upon pre-notification and approval of Medallion. However, a rush fee of 100% surcharge of the list fee will be added to the invoice for each analysis completed in fewer than five working days at the request of the Client. Medallion reserves the right to outsource an analysis entirely at Medallion's expense and without prior notification to Client, unless Client requests otherwise. Reported results relate only to the items tested and test reports shall not be reproduced except in full.

**RECHECK ANALYSES:** Rechecks performed at the Client's request may be charged to the Client if the recheck confirms the original results. In the event the recheck results significantly differ from the original result, the Client will not be charged for the duplicate assay.

**LITIGATION:** All costs associated with litigation or dispute, including compliance for all document subpoena, for oral or written testimony or preparation of same, or for any other purpose related to work provided by Medallion in connection with analyses/reports performed/completed for the Client, shall be paid by the Client. Such costs include, but are not limited to, hourly charges, travel, accommodations, mileage, counsel, and all other expenses associated with said litigation or dispute.

**WARRANTY AND LIMITS OF LIABILITY:** Medallion warrants that all services will be performed in a timely manner by competent personnel. THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. WE DISCLAIM ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING A WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY. Any services performed by Medallion under proper technical direction by Client, which are determined by Client to have been performed improperly in light of the above warranty, and which after investigation by Medallion are acknowledged in writing by Medallion's Managing Director to have been performed improperly, shall be corrected by Medallion without charge to Client, provided that Client provides Medallion with a written request for such correction within two (2) months after Client knew or should reasonably have known of the problem. In no event will Medallion (including its affiliates, i.e., all entities owned, controlled, or under common control with, General Mills, Inc. (collectively, "General Mills")) be liable for any indirect, consequential, incidental, punitive, or special damages or for acts of negligence that are unintentional in nature, including, without limitation, damages for lost profit, business interruption, or other pecuniary loss, regardless of whether Medallion has been advised of the possibility of such damages. Client further understands and agrees that Medallion's total liability (including any liability of General Mills) for damages relating to, or arising in connection with, any services provided hereunder, regardless of the form of action or theory of recovery shall not exceed the greater of \$2,500 or the amount paid by the Client for the particular analytical service. Medallion and General Mills accept no legal responsibility for the purpose for which the Client uses the test results or reports, or for any consequence of such use. Medallion and General Mills provide no guidance regarding and accept no legal responsibility for the purpose for which the Client uses the test results or reports, and shall have no legal responsibility for any consequence of such use. Client agrees to indemnify and defend Medallion and General Mills from all claims, damages, liabilities, and expenses relating to Client's use of Medallion's services or Client's marketing, distribution, sale, or other dissemination of Client's products or services. The allocations of liability in this WARRANTY AND LIMITS OF LIABILITY section represent the agreed and bargained-for understanding between the Client and Medallion. Medallion's fees for the services provided hereunder reflect such allocations.