

SCHNEIDER LABORATORIES, INC. TERMS AND CONDITIONS

Schneider Laboratories, Inc. (“Schneider”, which includes all of Schneider’s officers, directors, employees, agents, and all other representatives and/or agents of any kind [collectively, Schneider]) hereby expressly disclaims any and all liability for both any and all indirect and consequential damages which might be asserted or alleged by any person or entity – including but not limited to the person or entity submitting samples for testing its client(s), agents, representatives or third parties [collectively, the Submitting Company] – arising from or in any way relating to Schneider’s performance of any and all services – including but not limited to analysis, testing and reporting regarding samples provided by Submitting Company – performed in connection with, or in any way relating to, this Chain-of-Custody form, the samples referenced herein, the Purchase Order referenced herein.

Schneider’s liability is hereby expressly limited to the direct cost of correcting any error or omission in the performance of its services (which shall be strictly limited to the direct out-of-pocket cost of correctly performing the specific analyses or tests referenced herein, or the direct out-of-pocket cost of correctly reporting any result of Schneider’s work).

By submitting, signing or initialing this form,

- (1) the person submitting, signing, or initialing this form represents and warrants that he is authorized by the Submitting Company, all clients of the Submitting Company, and all other persons or entities who may be affected, to execute this form and all related forms and agreements and to bind all such persons/entities to all terms and conditions set forth herein; and
- (2) the Submitting Company hereby represents and warrants that it is authorized by all clients of the Submitting Company, and all other persons or entities who may be affected, to execute this form and all related forms and agreements and to bind all such persons/entities to all terms and conditions set forth herein; and
- (3) on behalf of all such clients, persons and entities, the Submitting Company hereby agrees to all terms and conditions set forth herein and expressly waives and releases any and all claims, whether past or future, for indirect or consequential damages as described herein.