



Terms and Conditions for Client Support Services

An agreement by a Client to receive Services from **FOODPROTECH®** constitutes the Client's acceptance of the terms and conditions contained herein, unless otherwise agreed to in a formal written contract.

Performance of Services: **FOODPROTECH®** shall perform such Services as requested by Client in a manner mutually acceptable by both parties. **FOODPROTECH®** shall perform all Services in compliance with generally accepted regulatory and analytical standards.

Confidentiality and Distribution of Reports: **FOODPROTECH®** shall furnish reports for the exclusive use and benefit of the Client. All actual reports, data, and information shall be the exclusive intellectual property of Client, and **FOODPROTECH®** shall only distribute copies of said information to those persons designated by Client. Client may reproduce reports of Services only in their entirety, and not in part without express written permission by authorized representatives of **FOODPROTECH®**. Reports by **FOODPROTECH®** may not be discussed with or released to a third party, or used in public announcements or advertising, without express written permission by authorized representatives of both Client and **FOODPROTECH®**, unless requested by legal or regulatory authorities. Electronic and(or) paper copies of Services requests, results, and reports will be retained securely by **FOODPROTECH®** for two years.

Warranty and Limits of Liability: In case of consulting and auditing, **FOODPROTECH®** warrants that reports and information provided to Client are accurate as to the extent of the access to premises and Client information that were made available to **FOODPROTECH®**. In case of training and workshops, **FOODPROTECH®** warrants that information provided to Client is accurate as to the extent that information used to prepare materials represents current knowledge in the subject presented. In case of product testing and research, **FOODPROTECH®** warrants that reports are accurate as to only those specified samples or specimens as received from Client, and according to the condition of said samples or specimens upon their arrival at **FOODPROTECH®**. **FOODPROTECH®** assumes no responsibility for safety, quality, or composition of products not sampled, for variation in safety, quality, or composition of products sampled, and for conditions beyond the control of **FOODPROTECH®**. **FOODPROTECH®**, by providing Services to Client, in no way assumes, subrogates, or relieves Client from those duties, responsibilities, obligations, or any other duty imposed upon Client by any state or federal regulation, and all such liability shall remain that of the Client. **FOODPROTECH®** DISCLAIMS ANY AND ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES, OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY REPORT, INFORMATION, OR SERVICE. In the event of a breach of the express warranties in a report, or other liability determined by a court of law, the liability of **FOODPROTECH®** shall be limited to Client's actual compensatory damages, which shall not exceed the consideration paid by Client for the Services in question.

Billing and Terms: **FOODPROTECH®** shall invoice Client for Services and expenses upon reporting those services to the Client, or monthly for long-term projects. Client shall remit payment for Services within 21 days of the date of the invoice. Any balances unpaid at due date may be subject to service fees of 1.5% per month (or the maximum allowed by law). If legal action is required for enforcement of payment, **FOODPROTECH®** shall be entitled to recover attorney's fees and other costs of that action.

Governing Law: Any suit brought hereon shall be brought in the state or federal courts sitting in Oklahoma.