MURRAY-BROWN LABORATORIES, INC.
Beyond the Raw Data

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Biological and Chemical Testing–ISO/IEC 17025:2017 Accredited

MBL TERMS AND CONDITIONS

Acceptance of Terms and Conditions

Sample submission to Murray-Brown Laboratories, Inc. (herein "MBL") via Customer courier drop-off (including disposition in drop-off refrigerators), MBL or third-party courier (including MBL sample collection at Customer or third-party location), shipment, or other method which places sample(s) into MBLs' possession signifies Customers' acceptance of these MBL Terms and Conditions.

Payment Terms & Conditions

- Samples are as submitted by Customer; MBL will not invoice a third party unless agreed upon by MBL, at MBLs' sole discretion.
- Customer must maintain a valid credit card on file with MBL.
- MBL may extend credit to Customer based upon timely payment history.
- MBL reserves the right to collect prepayment from Customer.
- MBL reserves the right to dispose of samples for which payment has not been secured.

Overdue Balances

MBL will charge the credit card on file for overdue balances; a late charge of 1.5% per month may be added; all current and/or ongoing work will be halted, and no additional work will be accepted until the balance is paid in full; accounts delinquent 90 days may be scheduled for collections; Customer is responsible for collection and/or legal fees MBL incurs as a result of securing payments for invoices which are in default.

Prepayment MBL reserves the right to collect prepayment from Customer. Additional charges, as assessed by MBL, may be applied for: sample preparation; rush and/or weekend analyses; sample collection and/or pick-up; consulting; time required to complete above and beyond Customer requests.

Laboratory Deliverables

MBL delivers results via E mail in the form of a PDF Certificate of Analysis to the recipients designated in the Deliverables section of the New Customer Package. MBL will only report to a third-party at the consent of Customer.

Record Changes Requests for record changes (i.e., sample description changes, etc.) should be made **in writing.** The implementation of such changes are left to the sole discretion of MBL; any records or details related to samples submitted to MBL will not be altered to satisfy a Customer or regulatory requirement if they are obviously or believed to be incorrect or could not be correct, or, if in MBL's opinion, it would be unethical to make such changes (i.e. the change would somehow make the association between a sample and the result ambiguous or otherwise inaccurate).

Actions Taken Based Upon Results It is the responsibility of Customer to ensure they receive and properly review data they are anticipating in response to submitting samples to MBL; MBL is not responsible for any action or inaction taken by Customer corresponding to such data.

Testing Methods MBLs' ISO/IEC 17025:2017 Certificate itemizes all analyses/methods for which we are accredited (available at mb-labs.com). Unless specified by Customer **in writing**, MBL will select the method believed to be the most appropriate for analyzing samples based upon the information given by Customer. MBL will notify Customer when a method specified by Customer is believed to be inappropriate or out of date; MBL reserves the right to decline the use of such a method.

Pathogen Confirmations Customers desiring cultural confirmation must request so within 24 hours of MBL reporting a positive pathogen result.

***Listeria spp.* and/or *L. monocytogenes* analysis** It is the responsibility of Customer to request the appropriate (*Listeria spp.* vs *L. monocytogenes)* analysis per Customer requirement/procedure.

Subcontracting Analyses If it becomes necessary to subcontract analyses, MBL will: attempt to secure a competent subcontractor; inform Customer and attain approval before subcontracting any analyses; submit the sample to the subcontractor if Customer is agreeable to the arrangement; dispose the sample to Customer if they are not.

Submission of Samples occurs with a Sample Submission Form. MBL will dispose of samples for which customer information, sample identification, and/or analyses requested are undefined or unclear (or if payment cannot be secured) 5 business days after receipt.

Normal business hours are (MT): Mon thru Fri 7 am to 6 pm; arrangements for off-hour receipt, including weekends & holidays, may be made in advance.

Customer should collect, prepare, ship and/or courier samples to MBL according to proper procedures. MBL will provide a result which is representative of the sample submitted; it is the responsibility of Customer to ensure that the sample submitted is representative of the larger portion from which it was collected.

When Customer employs MBL to collect and/or courier samples, MBL agrees to do so in a manner which preserves the integrity of the sample(s) and the larger portion from which it was collected. Sample collection by MBL on behalf of Customer will take place according to an appropriate Sampling Plan, selected and/or designed by MBL, which will be available to Customer for reference. MBL is not responsible for alterations made to the larger portion of material from which MBL collected samples after sample collection has been completed; such alterations may invalidate reported results.

Sample Retention Times (After Reporting Results) are as Follows:	
Sample Type	**Retention Time**
Qualitative Microbiology	Negative Enrichments / Samples - Not Retained
	Positive Enrichments / Samples - 24 Hours
Quantitative Microbiology	2 Business Days
Chemistry Analyses	2 Business Days

Any repeat, additional, and/or confirmation analysis must be requested by Customer within the retention time frame. Repeat analyses performed at Customers' request will be charged to Customer if the original results are confirmed. Samples submitted to MBL will not be returned to Customer.

Turnaround Times and Reporting of Results Turnaround times as stated by MBL are approximate, and do not include weekends or holidays for chemical and some microbiology analyses. Alternative terms regarding turnaround times may be arranged on a Customer by Customer and/or case by case basis.

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Transparency MBL will cooperate with Customer requests to monitor MBLs' performance in relation to work performed for Customer. On-site visits conducted with this goal in mind must be scheduled in advance to ensure the confidentiality of other Customers. MBL's technical Standard Operating Procedures may be viewed during on-site visits—they will not be distributed in any manner. MBL's proficiency testing data is readily available upon request.

Sample Condition MBL in its sole discretion reserves the right to not accept, reject, or dispose, of samples before or after they have been submitted for reasons, including but not limited to: client information, sample information, analyses requested, etc. are undefined; payment cannot be secured; requested analyses or matrices are incompatible with MBL test methods; samples are highly toxic, radioactive, pose a risk to employees, or are otherwise difficult or dangerous to handle; samples containing illegal or illicit ingredients; clinical samples associated with blood-borne diseases or human bodily fluids; samples which analyses pose a risk to the interest of other actual or prospective Customers, or against MBLs' commercial interests.

MBL reserves the right to not accept, or reject, samples at any time based upon the discovery of an abnormality or departure from the normal expected condition of the sample(s), including but not limited to: regulatory compliance samples which were submitted beyond holding times and/or in inappropriate collection containers; indications that the sample was tampered with or is somehow suspicious (i.e. evidence exists that the sample was collected and/or handled in a manner to disguise or distort a true result); samples in which loss of package integrity casts doubt on its suitability, as evidenced by gross physical defects in sample containers such as tears, pinholes, and puncture marks, fractures, loose lids, etc.; doubt to the suitability of a sample intended for microbial analysis due to elevated temperature.

Warranty Disclaimer / Limitations of Liability In no event will MBL be liable to Customer or to any third party for any indirect, consequential, incidental, punitive, special, or other damages or for acts of negligence that are unintentional in nature, even if MBL has been advised, knows of or should know of the possibility of such damages, including, without limitation, any lost profit or lost savings, business interruption, or other pecuniary loss, arising out of or in connection with, or the delivery, use reliance upon, or interpretations of any and all analytical and/or consulting data MBL provides. MBL accepts no legal responsibility for the purpose for which Customer uses the test results or reports, or for any consequence of such use.

MBL warrants that it will utilize methods which are appropriate and generally accepted in the industry, including, but not limited to, AOAC, USDA-FSIS, FDA, American Public Health Association (APHA) Compendiums and Standard Methods, and other methods published in international, regional or national standards, performing them in a way which is consistent with our ISO/IEC 17025:2017 accreditation and/or manufacturer instructions, analyzing Customer samples in a manner which produces a result which is accurate and representative of the sample which has been provided to MBL. MBLs' sole and exclusive obligation under this warranty shall be to repeat the analyses at MBLs' expense if upon re-examination of the data, MBL determines in its sole judgment that the test results data do not meet the warranty standard. Except as specifically provided herein, there are no warranties, expressed or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

MBLs' total liability for damages relating to or arising in connection with any service rendered or test performed, regardless of the form of action, whether based upon theories of tort, contract or any other legal or equitable theory, is limited to the amount MBL has been paid by Customer for that particular test or service.

Force Majeure In the event that MBL is unable to fulfill, or is delayed, or otherwise prevented from the fulfillment of, any obligation of agreed upon services with Customer, by reason of fire, flood, earthquake, acts of God or other reasons of like nature beyond the reasonable control of MBL, and provided that MBL uses all reasonable diligence to overcome such an unavoidable delay, then Customer shall extend the time period for the fulfillment of the obligation for a period equivalent to the duration of the unavoidable delay and/or modify the requirements for fulfilling the obligation in relation to the nature of the unavoidable delay.

Media Outlets Any individual or organization whose intent it is to use any test performed, and/or data produced, and/or service rendered by MBL in conjunction with any type of Media Outlet whatsoever must disclose such purpose to MBL before any such test is performed, and/or data produced, and/or service rendered, at which point MBL maintains sole discretion as to whether it is willing to perform such testing and/or otherwise provide such services, since it may be against the interest of other actual or prospective Customers, or against MBL's commercial interests.

Confidentiality / Non-Disclosure Agreement Information gathered, compiled, referenced, or otherwise obtained from public sources (including, but not limited to, published papers, methods, challenge study designs, published base line data, etc.), and/or from MBLs' library of information (including, but not limited to, observations, conclusions, designs, interpretations, etc., stemming from and/or based upon years of experience and knowledge) which is used to aid or otherwise used to complete a project for one particular Customer is not confidential and proprietary to that Customer and may be used by MBL for future projects as required by other Customers.

All information (written, oral, observed, or otherwise), materials (including test samples and results), data (related to analysis and/or interpretation of Customer test samples), and any other information which may be obtained via sample submission to MBL and/or via on-site visits to Customers' facility, or any other knowledge gained regarding Customer by MBL which is not public or otherwise generally known in the industry, is considered proprietary to Customer and MBL agrees to maintain this proprietary information in strict confidence, including in relation to other Customers in the industry, by using the same degree of care to prevent the unauthorized use, dissemination, publication, or otherwise leakage of such confidential information as MBL uses to protect its own confidential information of a like nature. All MBL employees are required to comply with this Confidentiality Agreement as well.

Customer agrees to respect this relationship of trust by also keeping any of MBLs' confidential and proprietary information confidential. All such confidential and proprietary information, which may be obtained in various ways, including but not limited to, on-site laboratory visits, meetings between MBL and Customer representatives, phone conversations, etc., shall remain the sole property of MBL which Customer agrees to keep confidential and shall not use or disclose it to any third party without MBLs' prior written consent. Customer agrees it will not use MBLs' name in any manner which might cause harm to MBLs' reputation and/or business.

Reports are submitted to Customer on a confidential basis. No reference to the work, the results, or MBL, in any form of advertising, news release, or other public announcements may be made by Customer without prior **written** consent of MBL.

Indemnification Customer will and does hereby indemnify and hold harmless MBL of and from all loss and damage and all actions, claims, costs, demands, expenses (including attorney's fees), fines, liabilities and lawsuits of any nature whatsoever for which Customer will or may become liable, incur or suffer by any lawsuit, action, claim, demand or proceeding arising from or associated with, directly or indirectly, MBLs' execution and/or performance of its services (including consulting services) hereunder.

Litigation Support If MBL provides testimony, records, and/or other information regarding any work (testing, services, or other) performed, completed, or otherwise provided by MBL to Customer in any legal, administrative, or other proceeding associated with litigation, dispute, or for any other purpose, then Customer shall pay MBL for its reasonable costs, including, but not limited to, hourly charges for time spent preparing and providing information, travel costs, accommodations, mileage, counsel, and all other expenses associated with said litigation or dispute.

If Customer intends to employ MBL in conjunction with litigation support, Customer must disclose such a purpose to MBL prior to testing and/or services being rendered, at which point MBL maintains sole discretion as to whether it is willing to perform such testing and/or otherwise provide such services, since it may be against the interest of other actual or prospective Customers, or against MBLs' commercial interests.

If MBL is subpoenaed to provide Customer information by law, Customer will be notified before or in conjunction with the release of such subpoenaed information.