Alliance Analytical Laboratories
179 W Randall
Coopersville, MI 49404

616-837-7670
www.aatestlabs.com

Company Name	Contact
Address	Email
Phone	

Sample Description	Product Category	Testing Requested	Suitability Requested Yes	No
		USP 60		
		USP 61		
		USP 62		
		USP 51		

Sample Description	Product Category	Testing Requested	Suitability Requested Yes	No
		USP 60		
		USP 61		
		USP 62		
		USP 51		

Sample Description	Product Category	Testing Requested	Suitability Requested Yes	No
		USP 60		
		USP 61		
		USP 62		
		USP 51		

Standard Reporting <100 cfu/g for <61> and Negative/1g <60> and <62>

If requesting an alternative reporting limit it must be specified and suitability requested

USP <61>TESTS

Aerobic Plate Count
Mold
Yeast

USP Suitablity USP <61>

Staphylococcus aureus
Pseudomonas aeruginosa
Bacillus subtilis
Candida albicans
Aspergillus brasiliensis

USP <62> TESTS

Escherichia coli
Staphylococcus aureus
Candida albicans
Pseudomonas aeruginosa
Salmonella
Clostridia
Bile Tolerant

USP Suitability USP <62>

Staphylococcus aureus
Pseudomonas aeruginosa
Escherichia coli
Salmonella enterica
Candida albicans

USP <60>

Burkholderia cepacia complex

USP Suitability USP <60>

Burkholderia cenocepacia
Burholderia cepacis
Burkholderia multivorans
Pseudomonas aeruginosa
Staphylococcus aureus

USP <51>"PET/AET"
Includes:
Initial APC, Yeast, and Mold
Statement of Preservative Efficacy
Neutralization Validation
Test Point Days: 0, 1, 7, 14, 28

It is the client's responsibility: to maintain records of products, formulations, and to request suitability testing.
Suitability testing occurs **only** when selected
Suitability testing is stated in the General Considerations of USP

1.Acceptance of Terms and Conditions. The terms and conditions outlined herein shall govern all transactions between
Alliance Analytical Laboratories, Inc, ("Company") and the Customer (the "Customer") identified on the sample submittal form agreement to which these terns and conditions are attached (the "Order"), By presentation of its Order, Customer agrees to be
bound by and comply with all of the terms and conditions set forth herein, The Order, together with these terms and conditions and any additional writings signed by Customer, represents a complete and exclusive statement of the agreement between the parties. TI1ese tem1s and conditions may not be modified or supplemented by oral representations, a prior course of dealing or in any other way, To the extent not otherwise provided herein, the terns of all agreements between Company and Customer shall! be those provided by the Uniform Commercial Code in effect in the State of Michigan on the date here of if the parties were
silent as to terns contained therein. TI1esc specific term and conditions shall also govern all future orders between Company and Customer unless otherwise agreed to in writing by both Company and Customer. Delivery. Time is of the essence under the
Order, and Company shall notify Customer in writing of any delay in Company's performance.
3,Right of Termination. Company may terminate all or any part of the Order at any time by written notice to
Customer. Upon termination, Customer remains obligated for any fees earned by Company.
4.Payment and Taxes. All pricing specified in the Order are firm and shall not be subject to change, Customer's total price shall be deemed to include all federal, state and local sales, use, excise, and a11y other taxes, fees, or duties applicable to the services furnished to Company. Customer shall issue an invoice to Company on or any time after the completion of delivery under the Order and only in accordance with these terms. Customer shall pay all properly invoiced amounts due to Company within thirty (30) days after Customer's receipt of such invoice, unless a different period is specified by Company in the Order, except for any amounts disputed by Customer in good faith. All payments under the Order must be in U.S. dollars, and made by bank transfers or such other means of payment as Company chooses from time to time.

5.Customer's Property. Unless otherwise agreed in writing, all samples and material of every description furnished to Company by Customer shall be and remain tl1e property of Customer. Such samples, whenever practical, shall be adequately identified by Customer as the property of Customer and shall be safely stored separate and apart from Company's property. Such property, while in Compm1y's custody or control, shall be held at Customer's risk and kept insured by Customer at its own expense in an amount equal to replacement cost.
6.No Waiver, No failure on the part of Company to enforce any part of the Terms shall constitute a waiver of any of Company's rights under the Terms wl1ether for part or future actions on the part of any person. Neither the receipt of any funds by Company nor the reliance of any person on Company's actions shall be deemed to constitute a waiver of any part of these provisions. Only n specific, written waiver signed by an authorized representative of Company shall have any legal effect whatsoever,
7 .Limited Warranty -Limitation of Liability, Company warrants and represents that all services provided pursuant to the Order shall be fit for the particular purpose for which they are intended. IN NO EVENT WILL COMPANY BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXAMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF THE COMPANY SERVICES RENDERED AS DESCRIBED Herein, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBIUTY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUTOFOR IN CONNECTION WITH THE USE, INABILITY TO USE,
OR PERFORMANCE OF THE SERVICES, AND MAERIALS PROVIDED BY COMPANY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY Limited REMEDY. If the foregoing \imitation of liability is held to be unenforceable, Company's maximum liability to Customer shall not exceed the amount paid by Customer for the products or services Customer has ordered. Some jurisdictions do not allow the limitation or exclusion of liability for certain damages, so the above limitations and exclusion may not apply to Customer to the extent such jurisdiction's law is applicable to these provisions,

8.Indcmnity, Customer releases Company from any liability to Customer, and Customer will defend, indemnify and hold Company harmless from and against, all suits, actions, claims and demands, by whomever brought, based on loss for illness, injury or death, property loss or damage whenever occurring, suffered, or incurred by
Company, its contractors, and subcontractors and the officers, employees, agents and representatives of any of them, arising out of or related in any way to the sale, delivery, performance, or use of the services provided hereunder. Company shall be entitled to control the defense of any claim subject to indemnification hereunder, including the right to compromise with counsel selected by it. 9, Terms, For purposes of these Terms, the term "Dispute" shall be interpreted as broadly as pem1itted under the law and shall cover any claim or controversy, related to Company or Customer, including but not limited to, any and all: (i) claims for relief and theories of liability, whether based in contract, tort, fraud, misrepresentation, negligence, statute, regulation, ordinance, or otherwise; (ii) claims that arose before these provisions; and (iii) claims that arise a Iler the termination of these provisions, lO. Mandatory [nonfatal Dispute Resolution Process, For any Dispute that arises between Customer and Company concerning or otherwise related to these provisions, or Customer's purchase or use of services from Company, Customer agrees that Customer will first make a good faith effort to resolve such a Dispute information before initiating any formal dispute resolution proceeding, as set forth below. This informal dispute resolution process is a condition precedent and prerequisite to commencing legal action against Company. TI1is informal dispute resolution process requires that Customer send a written description of the Dispute, including the nature and basis of the claim and the nature and basis of the specific relief sought
(with a calculation for it), to Company that also includes contact information (name, address, email, phone number, and, if applicable, account number, purch3se order numbers) (the "Notice"), For any Dispute Customer initiates, Customer agrees to send this Notice, along with this contact information and other data sufficient for Company to identify Customer's transaction, or other relevant information with Company at the following: 179 West Randa!! Street, Coopersville, Michigan 49404 c/o Audrey Monroe. Customer must personally sign the Notice (,along with an attorney if Customer is represented) that is mailed to Company. After the Notice of Customer's intent to engage in the informal dispute resolution process is transmitted and received by Company, in accordance with the aforementioned instructions, each party hereby agrees to promptly negotiate in good faith about the Dispute. This process should lead to resolution of the Dispute, but if !he Dispute is 1101 resolved within sixty (60) days after receipt of the fully completed Notice of !he informal dispute, each party agrees to the Fonnai Dispute Resolution Process set forth below. The parties agree that any relevant limitations period and filing fee or other deadlines shall be tolled while the parties engage in this informal dispute resolution process, A court shall have the authority to enforce the terms of this mandatory informal dispute resolution process.11. Fonnal Dispute Resolution Process. Any Dispute between Customer and Company directly or indirectly arising out of or relating to these provisions, or Customer's purchase or use of seivices from Company that cannot be resolved through the aforementioned informal dispute resolution process shall be resolved exclusively in the state or federal courts located in Ottawa County, Michigan, Customer hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute. CUSTOMER FURTHER IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT CUSTOMER MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY DISPUTE BETWEEN CUSTOMER AND COMPANY CONCERNING OR OTHERWISE RELATED TO THESE TERMS, OR CUSTOMER'S PURCHASE OR USE OF SERVICES FROM COMPANY.
12. Goveming Law, This agreement shall be governed by and constmcd according to the laws of the State of Michigan. All actions hereunder shall be brought in the state courts of Ottawa County, Michigan, or the federal courts in and for the Western District of Michigan,
lJ.Force Majeure, Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached the Order, for m1y failure or delay in fulfilling or perfonning any tenn of the Order when such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, direct or indirect governmental actions, war, invasion or hostilities (whether wiir is declared ornot), sabotage, terrorist threa!s or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lock-outs, unanticipated labor stoppage or shortage, quarantines, stay at home orders or other executive orders or governmental or municipal orders, strikes or other labor disputes (whether or not relating to Company's workforce or Company's material needs), unanticipated catastrophic equipment failure or unanticipated tooling perfonnance failure, or restraints, delays, or stoppages affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or unanticipated govcmmental tariffs or taxes or import/export fees imposed on international supplies or goods originating from outside the United States. In the event of the occurrence of any of the foregoing, Company shall be excused from perfonnance under the Order and/or Company reserves the right to adjust any previously quoted or agreed upon prices or fees or tcnns set forth in the Order accordingly. 14.Authority. Each signatory represents that it bas all requisite authority to execute the Agreement on behalf of its principal and that the Agreement is fuUy enforceable against the principal in accordance with its tenns,