

		Chain of Custody																										
		Acct. # _____ P.O # _____ Quote # _____																										
Client Name:		Date:				<b>Matrix Codes</b>				Total # of Containers	<b>Test Requested</b>									<b>Preservation Codes</b> A = acids      E = synthetic oils B = bases      F = natural oils C = salts      G = active ingredients D = Parabens      H = Other								
Project ID / No.:		License No.				<b>Concentrates</b>					<b>Preservatives Codes</b>																	
Address:		Temperature:				[1=oils; 2=topicals; 3=wax; 4=resin]																						
City / Zip Code:						<b>Edibles</b>																						
Phone No.:						[5=gummies; 6=tablets; 7=capsules; 8=loznges; 9=beverages; 10=chocolate; 11=other foods]																						
State where samples were collected:		For Compliance Yes No																										
Unique Sample Identifier		Sample Collection				Flower	Concentrates	Edibles	Other	Total # of Containers	Cannabinoids	Terpenes	Pesticides	Mycotoxins	Microbials	Heavy Metals	Moisture Content	Filtth & Foreign Matter	Water Activity	Residual Solvetnits	Homogeneity	Comments						
		Unit #	Sample Amount	Lot #	Lot Size																							
<b>Turnaround Time Requested (TAT)</b> (please check):		Standard				Rush				Relinquished by (Print): (Licensee)		Date	Time	Received by (Print): (LSF)		Date	Time											
(Rush TAT is subject to laboratory approval and surcharges.)																												
Date results are needed:										Relinquished by (Sign): (Licensee)		Date	Time	Received by (Sign): (LSF)		Date	Time											
Rush results requested by (circle):																												
Email Address:																												
Phone:																												
<b>Sample Type</b> (circle)		<b>Comments/Notes</b>				Laboratory Sampling Firm Name (LSF):				Received by (Print/Sign/Date): Testing Laboratory																		
NY OCM - adult use NY OCM - medical R&D - adult use R&D - medical Other						Sample(s) relinquished in good condition:				Sample(s) recieved in good condition:																		
						Yes _____ No _____ Other _____				Yes _____ No _____ Other _____																		

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**CERTAINTY ANALYTICAL LABS, CORP.  
TERMS AND CONDITIONS OF SERVICE**

**ARTICLE I. General.**

These Terms and Conditions govern all laboratory testing services (“**Services**”) agreed to be performed by Certainty Analytical Labs, Corp., a New York corporation (“**CAL**”), for any person requesting such services (“**Client**”). The Terms and Conditions are incorporated into any order, offer, invoice, arrangement or understanding between the Client and CAL, including pursuant to a sample submission form accepted by CAL (individually and collectively “**Order**”). All Orders by Client are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Client’s submission of samples is deemed acceptance of these Terms and Conditions. CAL objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Client’s submission forms, purchase order, acknowledgement, confirmation, writing, or in any prior or later communication between Client and CAL, unless CAL expressly agrees to such provision in a written amendment signed by CAL. An Order together with these Terms and Conditions are herein referred to as the “**Contract**”.

**ARTICLE II. Price and Payment Terms.**

All fees for Services are set forth on CAL’s offer to Client and are firm, fixed, and cannot be varied without the prior written agreement of CAL. Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Services, and the same will be added to the price of Services at invoice. All fees are billed directly to Client, and no third-party billing will be accepted without the prior written consent of CAL. Other than for Clients with a pre-approved credit from CAL, payment for all Services is due at the time of Order and must be received prior to the release of testing results. For Clients with pre-approved credit from CAL, terms are net 30 days from the date of invoice unless otherwise stated on that invoice. Client agrees to pay a fee of 1.5% per month (18% annual rate) against all outstanding balances from the date such balance is due until paid. Client agrees that it will pay CAL for all costs of collection (including attorney fees and court costs) CAL incurs to collect amounts owed hereunder.

**ARTICLE III. Service Requests; Sample Handling.**

Requests for Services can be made by telephone, email, or in writing, however, Client must confirm requests for Services in writing, using a CAL chain of custody and sample submission form prior to the commencement of the Services. Materials (“**Samples**”) must be shipped to CAL for testing following directions provided by CAL.

Prior to CAL’s acceptance of any Sample, the entire risk of loss or of damage to such Sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will CAL have any responsibility for the action or inaction of any carrier shipping or otherwise delivering any Sample to or from CAL’s premises.

CAL reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any Sample, which, in the sole judgment of CAL: (a) is of unsuitable volume; (b) may be or become unsuitable for or may pose a risk in handling, transport or processing for any health, safety, environmental, or other reason as determined by CAL in its sole discretion; or (c) if the condition or sample date makes the Sample unsuitable for analysis.

**ARTICLE IV. Compliance with Law.**

Client represents and warrants to CAL that all Samples provided to CAL for testing are or were produced and shipped in compliance with all applicable federal, state and local laws and shall not contain any hazardous substances.

**ARTICLE V. Return of Samples.**

Samples remain the property of Client at all times. Client authorizes CAL to store all Samples for a reasonable period after issuance of the final testing report. After completion of the Services, CAL is authorized to destroy or otherwise dispose of the Samples. Any portion of Samples found or suspected to be hazardous according to state or federal laws will, in CAL’s sole discretion, be either returned to the Client or properly disposed of as hazardous waste at Client’s expense.

**ARTICLE VI. Reports, Document Retention, Confidentiality.**

CAL shall retain final testing reports and supporting documentation for all Services, in accordance with such period of time as required by law. Unless otherwise required by law, CAL will only release testing information to third parties with the authorization of the Client.

**ARTICLE VII. Disclaimer of Warranty.**

THE PARTIES RECOGNIZE THAT IT IS POSSIBLE FOR ANY TESTING TO PRODUCE AN INACCURATE RESULT EVEN IF ALL

**CERTAINTY ANALYTICAL LABS, CORP.  
TERMS AND CONDITIONS OF SERVICE**

PROCEDURES ARE PROPERLY FOLLOWED. ACCORDINGLY, ALL SERVICES DELIVERED HEREUNDER ARE PROVIDED "AS-IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAL MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM A COURSE OF DEALING, USAGE OF THE TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER, WITH RESPECT TO THE SERVICES.

**ARTICLE VIII. Indemnity.**

Client shall indemnify and hold CAL, and its affiliates and their respective employees, directors, officers, agents and representatives, harmless from and against any suits, liabilities, losses, damages, claims, causes of actions, and expenses (including attorneys' fees) arising out of or connected with any act or omission of Client, its agents, employees, subcontractors, or customers, including, without limitation, any breach of the representation or warranties herein or the sale, manufacture, or use of goods represented by a Sample.

**ARTICLE IX. Limitation of Liability.**

Notwithstanding anything to the contrary contained in this Contract, CAL shall not be liable for any type of extraordinary, exemplary, special, indirect, consequential or incidental damages of any kind, whether based in contract, warranty, tort (including negligence), strict liability, indemnity or any other legal or equitable theory, including, without limitation, for loss of use, revenue, profit, goodwill or opportunity, loss of production, claims arising from third party contracts, or for any other loss or cost of a similar type, even if CAL has been advised of the possibility of such damages. CAL's maximum liability under this Contract under any theory of recovery (whether in contract, tort or otherwise), shall not exceed the aggregate price for Services paid by Client to CAL pursuant to an applicable order. **THE FOREGOING STATES THE ENTIRE LIABILITY OF CAL WITH REGARD TO THIS CONTRACT AND CAL'S SALE OF SERVICES HEREUNDER. THE LIMITATIONS CONTAINED IN ARTICLES VII AND IX ARE A FUNDAMENTAL PART OF THE BASIS OF CAL'S BARGAIN HEREUNDER, AND CAL WOULD NOT ENTER INTO THIS CONTRACT ABSENT SUCH LIMITATIONS.**

**ARTICLE X. Miscellaneous**

The rights and duties of the parties and any dispute regarding the Services covered hereby shall be resolved according to the laws of the State of New York, without regard to its conflicts of law provisions. Client hereby agrees to submit to the non-exclusive jurisdiction of the federal and state courts located in Monroe County, New York. The prevailing party in any proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained. No failure to exercise nor any delay or omission in exercising any right, power or remedy by CAL operates as or constitutes a waiver. A waiver is not valid or binding on CAL unless made in writing.