



1865 E Skyline Drive S. Ogden UT 84403

Terms and Conditions

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The purpose of this document is to establish the terms and conditions of service for Food Analytical LLC.

Sample submission

All samples need to be added to the sample submission form and should accompany all samples requested for testing. At 12:00 pm prevailing mountain time sample delivery cutoff applies and any samples received after that time will be logged in as received the following day. Any hazardous substances and pathogens must be clearly indicated in the sample submission form and communicated to the project manager prior to arriving at our facility.

Confidentiality

Food Analytical LLC and any subcontractors treat the customer and sample-related information with the strictest confidence. Food Analytical LLC reports are also submitted to customers confidentially. Only persons, organizations, or agencies named by the customer in writing will receive laboratory reports. Food Analytical LLC will consider more specific confidentiality agreements if requested by the customer.

Fee Schedule

Prices on current costs of performing analyses are subject to change at any time without prior notification, except were bound by the contract. Food Analytical LLC will provide price quotations after the evaluation of the samples.

Prices include submission for the final report by PDF sent to the customer via email and maintenance of records, raw data, and sample retention. Requests for paper copies of the final report and sample return requests will be honored. Charges will be incurred accordingly.

Out of Specification (OOS),

The customer may request a re-test for confirmation of OOS results. If the re-test confirms the original results, within statistical deviation, the customer is charged for the additional analysis. If the re-test does not confirm the original OOS results the customer is not charged for the additional analysis.

Sample Control and Retention

Unless otherwise requested by the customer, all samples will be stored at room temperature. Food Analytical LLC is not responsible for the natural degradation of samples. Unless otherwise requested by the customer, all samples will be discarded after one month (30 days) except perishables which will be discarded after seven days.

Payment Terms

Payments in advance by cash or certified check are required if credit has not been established with us. For customers with credit approved by our company, terms are net 30 days from the date of invoice for completed work. If a longer term is needed, it must be agreed upon by Food Analytical, and additional charges may be applied.

A finance charge of one-and-a-half percent per month (annual percentage rate of 18%) of the unpaid balance will be added monthly.

Should collection become necessary, the responsible party agrees to pay a collection fee of up to 40% and all legal fees of collection, with or without a suit, including attorney fees and court costs. A \$25.00 charge will apply to all return checks. Non-Transfer clause: the customer cannot transfer or assign the account relationship without the written consent of Food Analytical LLC.

Warrants and Limits of Liability

Food Analytical LLC warrants the accuracy of its analyses of samples as received. Test results are furnished solely for the information and use of the customer. Unless otherwise agreed in writing, test results are not intended for use of review by third parties, and Food Analytical LLC hereby expressly disclaims any liability for such use of review. Food Analytical, LLC does not warrant that test results will meet the customer's specific requirements or that test results are suitable for use for any particular purpose. Food Analytical hereby disclaims any and all liability of responsibility for the manner in which the test results are used. Any implied warranties covering the services provided by Food Analytical LLC analytical including, but not limited to warranties for merchantability or fitness for a particular purpose, are likewise disclaimed. These terms and conditions shall supersede and take precedence over any conflicting terms or conditions contained on any purchase order or other work order submitted by the customer.