

GREEN PEAKS ANALYTICAL

41 Illinois Avenue • Warwick Rhode Island • 02888

APRIL 15, 2021

GENERAL TERMS & CONDITIONS

1. **VALIDITY.** Unless otherwise agreed to or extended by contract, the prices presented in our quotations are valid for 30 days.
2. **RIGHT TO REJECT OR RETURN SAMPLES.** Green Peaks Analytical may at any time refuse to collect any sample, or may reject any sample already in our custody, that in the sole judgement of Green Peaks Analytical may pose a health, safety, environmental, legal or other risk to Green Peaks Analytical or its associates, agents or subcontractors.
3. **APPLICABILITY.** Your acceptance of the quoted services shall constitute your acceptance of these General Terms & Conditions, notwithstanding any contradictory terms and conditions which may appear on your forms.
4. **CONFIDENTIALITY.** Green Peaks Analytical and its associates shall hold in confidence business and technical information or test results designated by you as confidential and disclosed to Green Peaks Analytical or developed in laboratory tests. The obligation of confidentiality shall not apply to information which: (a) is or becomes generally available to the public through no fault of Green Peaks Analytical, (b) was in the possession of Green Peaks Analytical prior to receiving it from you or developing it in laboratory tests, (c) is disclosed to Green Peaks Analytical by a third party who is not legally or contractually prohibited from doing so, or (d) is required by law to be disclosed.
5. **PAYMENT.** Client shall pay all invoices within the stated invoice terms, and overdue amounts will bear interest at the maximum rate permitted by law. If any legal action is brought by RI Analytical Laboratories d/b/a Green Peaks Analytical to collect payment, the client promises and agrees to pay attorney's fees and court costs associated with this action. RI Analytical Laboratories d/b/a Green Peaks Analytical has the option of pursuing any action under this agreement in any court of competent jurisdiction and the client consents to jurisdiction in the state of our choice. We accept payment by cash or check only. Checks must be made out to "**RI Analytical, d/b/a Green Peaks Analytical**".
6. **WARRANTY.** Green Peaks Analytical will perform the services with the degree of skill and diligence normally employed by laboratories performing the same or similar services. No further warranty or guarantee, expressed or implied, is made with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed, including any warranty of merchantability or fitness for a particular purpose. You warrant to Green Peaks Analytical that any sample offered to Green Peaks Analytical for analysis will be preceded or accompanied by a complete written disclosure of any hazardous substances you know or suspect it to contain. You also warrant that any sample offered or otherwise delivered to Green Peaks Analytical which contains any hazardous substance will be packaged, labeled, transported or delivered in accordance with all applicable laws.
7. **LIABILITY AND INDEMNIFICATION.** The liability and obligations of Green Peaks Analytical, and your remedies in connection with any services performed by Green Peaks Analytical, will be limited to repeating deficient

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services, or at the option of Green Peaks Analytical, refunding fees you previously paid for deficient services. The obligation of Green Peaks Analytical to reperform any services will be contingent upon your providing Green Peaks Analytical an additional sample if necessary. Any reanalysis generating results consistent with the original results may be billed to you as new work. Green Peaks Analytical shall have no other liability, obligation or responsibility of any kind for any losses, costs, expenses or other damages with respect to the services or test results provided by Green Peaks Analytical. Green Peaks Analytical shall not have any responsibility or liability to you or others for any failure or delay in performance due to causes or circumstances beyond the reasonable control of Green Peaks Analytical.

All test results provided by Green Peaks Analytical are strictly for use within your organization. You therefore agree to indemnify, hold harmless and defend Green Peaks Analytical from and against any and all liabilities, demands, claims, penalties, damages, forfeitures, suits, costs and expenses (including costs of defense, settlement and reasonable attorney's fees,) arising out of the use of or reliance on the test results by any third party or out of any subpoena served on Green Peaks Analytical or its employees related to the services performed hereunder.

8. **COMPLIANCE WITH LAWS.** Green Peaks Analytical shall comply with applicable ordinances and regulations when performing the services hereunder.
9. **INTEGRATION; AMENDMENT; MODIFICATIONS.** The contents of our price quotations and these Terms and Conditions represent the entire agreement between you and Green Peaks Analytical and supersedes all prior negotiations, representations or agreements, either written or oral. The contents of our quotations and these Terms and Conditions may be amended or modified only by written instrument signed by both parties. No licensed agent, associate or other representative of Green Peaks Analytical has any authority to bind Green Peaks Analytical to any affirmation, representation or warranty unless specifically authorized in writing by both parties.
10. **NOTICE.** Notices from either party to the other party shall be in writing and shall be effective upon receipt by email, hand delivery or certified US mail.
11. **GOVERNING LAW.** This agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Rhode Island.