

## **Tampa Bay Analytical Research, Inc. Standard Terms and Conditions**

This Agreement for Professional Services (the "Agreement"), effective is by and between \_\_\_\_\_, a corporation, with its principal office at \_\_\_\_\_ (hereinafter "Client"), and Tampa Bay Analytical Research, Inc. ("TBAR"), a Florida corporation, with its principal office at 13130 56<sup>th</sup> Court, STE 606 Clearwater, FL 33760 USA.

WHEREAS, Client finds that TBAR is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Client finds that TBAR is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

### **1. SERVICES.**

1.1 Services to Client. The services provided by TBAR will commence only upon execution of this service agreement and completion of a sample submission form. TBAR will use best efforts to complete the services within the timeframe requested by the customer. In the event that TBAR can not complete the services in the agreed upon timeframe, TBAR will notify the Customer in a timely manner. Samples received after noontime shall be deemed received the following morning.

### **2. PAYMENT AND INVOICING TERMS.**

2.1 Payment for Services. All payments made under this Agreement shall be paid in U.S. Dollars. TBAR reserves the right to request payment in advance. TBAR reserves the right to withhold reports pending payment in full.

#### **2.2 Invoicing.**

(a) Invoices will submitted following completion of the services by TBAR for payment by Client. Payment is due within 30 days from receipt of invoice. If Client has any valid reason for disputing any portion of an invoice, Client will so notify TBAR within seven (7) calendar days of receipt of invoice by Client, and if no such notification is given, the invoice will be deemed valid. The portion of the TBAR's invoice which is not in dispute shall be paid in accordance with the procedures set forth herein.

(b) A finance charge of 1.5% per month on the unpaid amount of an invoice may be charged on past due accounts. Payments by Client will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorney fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by Client. If payment of invoices is not current, TBAR may suspend performing further work.

### **3. CHANGES.**

Client may, with the approval of TBAR, issue written directions within the general scope of any Services to be ordered. Such changes (the "Change Order") may be for additional work or TBAR may be directed to change the direction of the work covered by the Sample Submission Form, but no change will be allowed unless agreed to by TBAR in writing.

### **4. STANDARD OF CARE.**

TBAR warrants that it services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement, or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS

SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY TBAR CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

5. **LIABILITY.**

5.1 Limitation. TBAR's liability, including but not limited to Client's claims of contributions and indemnification related to third party claims arising out of services rendered by TBAR, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the cost of the analysis performed. In no event will TBAR be liable to the client for any lost profits or other indirect, special, incidental, punitive or consequential damages arising out of the services.

5.2 Remedy. Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for TBAR, upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which TBAR is at fault, or (ii) return to Client the fees paid by Client to TBAR for the particular service provided that gives rise to the claim, subject to the limitation contained in Section 5.1. Client agrees that it will not allege that this remedy fails its essential purpose.

5.3 Survival. Articles 2, 4, 5, and 6 survive the expiration or termination of this Agreement for any reason.

6. **MISCELLANEOUS.**

6.1 Insecurity and Adequate Assurances. If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, TBAR may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to TBAR, in addition to any other rights and remedies available, Client may partially or totally suspend its performance while awaiting assurances, without liability to Client.

6.2 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor. TBAR is an independent contractor of Client.

6.5 Notices. Client shall give TBAR written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Client believes that it has, or may seek to assert or allege, against TBAR, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by TBAR with respect hereto. If Client

I hereby state that I have read, understand and agree to the Terms and Conditions outlined above as an authorized representative of the client company note below:

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_