



CLIENT PACKET

Control No.: FSNS-ADMIN-FORM-011.20 - TX
Revised On: December 11, 2017
Authorized By: Quality Manager

SECTION 1: COMPANY INFORMATION

Company: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Main Phone: _____ Main Fax: _____ Website: _____

New Client Existing Client / Update (Authorized Contact – Print/Sign):

(for credit card updates, please complete section 1 and section 6 only)

SECTION 2: CONTACT INFORMATION & COA DELIVERY

Please list your primary and alternate contact information below for persons with whom you authorize FSNS to review results and client information. The information below is required for confidentiality purposes. If an alternate contact is not specified, the results from any testing will *only* be disseminated to the primary contact. **Note: The primary contact name will be the name that appears on all final reports.* **Only** the specified contacts below are authorized to request updates to the account profile.

Primary Contact Name: _____ **Title/Position:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____ **Cell Phone:** _____

Exclude from automated result distribution, keep as an authorized contact

For Updates: Add or Remove

Alternate Contact Name: _____ **Title/Position:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____ **Cell Phone:** _____

Exclude from automated result distribution, keep as an authorized contact

For Updates: Add or Remove

Alternate Contact Name: _____ **Title/Position:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____ **Cell Phone:** _____

Exclude from automated result distribution, keep as an authorized contact

For Updates: Add or Remove

Select the mode by which you would like to receive your Test Results: Email Fax Email & Fax

For multiple recipients of laboratory results, it is recommended that your company control your distribution list internally by your IT department by creating a unique email address for lab results. By creating an internal distribution list tied to an email address such as labresults@yourcompany.com, the Certificate of Analysis will deliver to the group you assign and will be updated internally as people move within your departments.

For multiple recipients, lab results should be sent to this one email address: _____

Please also include the email addresses listed for the recipients above. Yes No

Please contact your Business Development Manager regarding FSNet enrollment details.

Please note that results which are obtained via virtual use or results received via telephone or spreadsheet are not final until a tertiary review is performed and a final certificate of analysis (COA) containing a signature is issued.

SECTION 3: TERMS & CONDITIONS AGREEMENT

LABORATORY TESTING SERVICES STANDARD TERMS AND CONDITIONS.

Food Safety Net Services, Ltd. ("FSNS") provides objective third party laboratory analytical services, including data collection, analysis and interpretation, and other food safety related laboratory services (the "Lab Services") to you, the client, subject solely to the terms and conditions stated herein. Any services other than the Lab Services provided by FSNS to you are also subject solely to the terms and conditions stated herein, and such services and the Lab Services are collectively referred to as the "Services". The terms and conditions stated herein (this "Agreement") shall control in the event of any conflict with any other written document.

CONFIDENTIALITY. FSNS agrees to maintain in confidence all of your proprietary and non-public materials, data, reports, plans, records, technical and other information and to use such confidential information only for the purpose of performing analyses of samples and providing reports on our findings to you. You likewise agree to maintain in strict confidence, and not to disclose or use any non-public and proprietary technology, information, documents and material belonging to FSNS that are learned or obtained by reason of this Agreement or the performance of the Lab Services. Each party shall protect the other party's confidential information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the party uses to protect its own confidential information of a like nature. You agree not to use the Food Safety Net Services name and/or any data or report provided by FSNS in any manner which might cause harm to FSNS's reputation and/or business, including without limitation any misrepresentation of the content of such reports. Any report or data provided to you by FSNS shall not be reproduced, except in full. Under no circumstances is the name of Food Safety Net Services or FSNS, or any name, symbol, trademark, or service mark presently or later established by FSNS, to be published or used by you either alone or in association with that of any other party, without the prior written approval of FSNS.

SUBPOENAS AND INVESTIGATIONS. In any instance where your confidential information is subpoenaed or must be released to a government agency, or is otherwise required to be disclosed pursuant to law or regulation, FSNS will be permitted to release such confidential information and, to the extent permitted by law, you will be promptly notified prior to the release of the information. You agree to reimburse FSNS for any reasonable costs and expenses (including attorneys' fees, if any) incurred by FSNS in complying with any such subpoena or other request for information which can be evidenced by written documentation.

PAYMENT TERMS. Payment in advance is required for all clients except those whose credit has been established with FSNS. For clients with FSNS approved credit, our standard terms are net 30 days, after which time a 1 1/2% per month late charge or the maximum amount permitted by law (if less) is added to all unpaid balances. Any deviation in payment terms must be agreed to in writing. FSNS has the right to ask for payment in advance if the established payment terms are not adhered to. FSNS reserves the right to cease all work if you do not pay your invoice(s). If you default in payment for Services rendered, you are responsible for reasonable collection and/or legal fees.

BILLING. All fees are charged or billed directly to you. The billing of a third party will not be accepted without a statement, signed by the third party, which acknowledges and accepts payment responsibility. Billing of a third party will not relieve you of payment responsibility and liability in the event the third party defaults in payment for Services rendered. It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to FSNS in writing. If changes are made after the originally requested testing is initiated or has been completed, you shall be responsible for paying charges related to such testing.

PERSONNEL. All of the Services will be performed by employees of FSNS, FSNS affiliates or contracted personnel retained by FSNS or FSNS affiliate(s) on a temporary and/or part-time basis. FSNS or FSNS affiliate(s) (as applicable) will be solely responsible for the negligent acts, errors and omissions of their respective employees, agents, representatives, subcontractors and any other person performing Services under this Agreement.

RUSH ANALYSES. A surcharge is usually added to the list fee if rush analysis is requested. The surcharge will depend upon the analysis to be performed. Rush analysis service is offered contingent upon availability and pre-arrangement with FSNS.

DELIVERY OF SAMPLES. Upon timely delivery of samples, FSNS will use its good faith efforts in meeting standard turnaround times. The risk of loss or damage to the sample during shipment remains with you. FSNS will advise you of samples which are missing or received in damaged, contaminated, or improperly preserved condition.

The risk of loss or damage to the sample will be assumed by FSNS at the time possession of the sample is delivered to an employee of FSNS; however, FSNS's sole responsibility in the event of such loss or damage shall be to pay for the cost of delivering a substitute sample. FSNS reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of FSNS is likely to pose any unreasonable risk in handling and/or analysis. You represent and warrant that any sample containing any hazardous substance which is to be delivered to FSNS will be packaged, labeled, transported, and delivered in accordance with applicable laws.

PRODUCT RECALL. You agree to give notice to and consult in good faith with FSNS prior to initiating a recall of any product based on the results provided to you by FSNS. You acknowledge and agree that you accept sole responsibility for and agree to hold FSNS harmless from any claims (whether direct or from third parties) or liabilities arising from a product recall, including any product recall based on tests performed by FSNS, to the extent permitted by law.

QUALITY ASSURANCE. FSNS will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures. It shall be your exclusive responsibility to confirm that FSNS' standard practices will meet your needs prior to placing an order for work. If you desire an alternative to these standard practices, such request must be made in writing and agreed to in writing by FSNS prior to sample acceptance.

RETENTION OF SAMPLES. After the analytical results have been reported, samples are routinely retained in our storage facilities for 14 days, after which the samples may be destroyed. Prior arrangements must be made if samples are to be held for longer periods or returned to you. FSNS may charge a monthly fee for long-term storage.

OBLIGATION TO PROVIDE SERVICES. FSNS shall only be obligated to perform those Services for which it has accepted an order submitted by you, subject to FSNS' right to cease performing the Services due to failure to pay invoices when due.

HAZARDOUS MATERIALS. Unused portions of samples found or suspected to be hazardous or to contain hazardous materials according to state or federal guidelines may be returned to you upon completion of the analytical work. The cost of returning the sample may be invoiced to you. The sample and portions thereof remain your property at all times.

SAMPLE CONTAINERS. FSNS may provide sample containers upon request. FSNS reserves the right to charge a fee for sample containers.

RETENTION OF REPORTS. FSNS ordinarily retains hard copies of analytical reports for a period of 3 years and electronic copies for a period of 7 years, after which time the reports may be destroyed.

SERVICES AND REVIEWS. To the extent that you engage FSNS to perform Services, such Services shall be described on a Scope of Work attached to this Agreement. You are responsible for determining whether the testing protocol requested by you complies with any and all applicable federal, state and local laws, rules and regulations; and you agree to hold FSNS harmless from and against any demand, claim, cause of action, judgment, liability, damage, cost or expense (including attorney's fees) suffered by you, FSNS or any third party arising from or related to FSNS's performance of the testing protocol requested. FSNS makes no representation or warranty that the testing protocol requested by client is effective and/or suitable for the purpose for which the tests will be performed, and FSNS takes no responsibility for client's regulatory compliance and reporting. To the extent that you engage FSNS to perform a review of your facilities or operations, the Scope of Work attached shall set forth the specific area or matter which you desire FSNS to review (the "Scope of Review"). FSNS will perform the review, applying its expertise and know-how, to identify deficiencies, areas of improvements and to make recommendations to improve your product safety ("Deficiencies and Recommendations"). FSNS shall have no obligation to review or bring to your attention matters and concerns that are outside of the Scope of Review, even if such matters are brought to the attention of FSNS incident to performing the review. At the conclusion of the review, FSNS will provide a written report setting out the Deficiencies and Recommendations, if any. FSNS does not represent or warrant that FSNS will identify all existing deficiencies and areas of improvement, nor does it represent or warrant that its recommendations, if adopted, will ensure the safety of your products.

LIMITED WARRANTY AND LIMITS OF LIABILITY. FSNS warrants that it will perform the Lab Services consistent with its laboratory quality assurance standard operating procedures. FSNS warrants that it will perform the requested test, for the sample as submitted, and will either (i) follow all procedures consistent with a validated method per ISO 17025 and the manufacturer of the testing kits, or (ii) if directed by you, follow the specific procedures specified by you. THE PARTIES RECOGNIZE THAT IT IS POSSIBLE FOR A TEST KIT TO PRODUCE AN INACCURATE RESULT EVEN IF ALL PROCEDURES ARE PROPERLY FOLLOWED, AND THEREFORE FSNS DOES NOT WARRANT THAT THE TEST KITS WILL PRODUCE ACCURATE RESULTS WHEN ALL PROCEDURES ARE PROPERLY FOLLOWED. THE FOREGOING EXPRESS LIMITED WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. With respect to



CLIENT PACKET

Control No.: FSNS-ADMIN-FORM-011.19 - TX
Revised On: June 20, 2017
Authorized By: QA Manager

any and all Services, FSNS AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. THERE ARE NO REPRESENTATIONS OR GUARANTEES UNDER THIS AGREEMENT, OR IN ANY OTHER AGREEMENT OR COMMUNICATION, CONCERNING SERVICES, OR THE QUALITY, ACCURACY, OR FITNESS OF THE SERVICES, OR THAT THE SERVICES SHALL INSURE THE SAFETY OF ANY PRODUCT ASSOCIATED WITH THE SERVICES.

IN NO EVENT SHALL FSNS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING (BUT NOT LIMITED TO) DAMAGES FOR LOSS OF PROFIT OR GOODWILL REGARDLESS OF (A) THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OF FSNS AND/OR (B) WHETHER FSNS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

FSNS' total liability to you in connection with the Services for any and all injuries, losses, expenses, demands, claims or damages whatsoever arising out of or in any way related to such Services, from any cause or causes, shall not exceed an amount equal to the lesser of (a) damages suffered by you as the direct result thereof, or (b) the total amount paid by you or owing by you for the Services provided under the specific Scope of Work order or Sample Submission Form submitted by you, out of which the damages arose. We accept no legal responsibility for the purposes for which you use the Lab Services test results. Nothing herein shall be construed as a recommendation for use or distribution of the samples or products tested. Results contained in any report relate only to the items tested and described in any report.

FORCE MAJEURE. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, such as fire; flood; lightning; earthquakes; power failures or blackouts; severe weather; explosions; wars or armed conflicts; national, state or local emergencies; civil disobedience; shortage of labor or materials; labor disputes; strikes, or other concerted acts of workers; embargoes; acts of God; acts of terrorism, or acts of vandalism or acts otherwise known as "Force Majeure".

LAW AND VENUE. This Agreement is governed by the laws of the State of Texas. The parties agree that the exclusive venue for any dispute between the parties under this Agreement shall be the state or federal courts located in Bexar County, Texas and the parties agree to submit to the personal jurisdiction in such courts.

ENTIRE AGREEMENT; AMENDMENT. This Agreement represents the entire agreement between you and FSNS and supersedes all prior negotiations and agreements with respect to the subject matter hereof. This Agreement may be amended only by a written agreement signed by an authorized representative from each party hereto; provided, however, that no purchase order or other order for work shall be accepted by FSNS which includes any conditions that vary from the above described Standard Terms and Conditions, and FSNS hereby rejects any conflicting terms contained in any acceptance or order submitted by you.

ASSIGNMENT. You may not assign any of your rights or delegate the performance of any of your obligations under this Agreement without the prior written consent of FSNS.

AUTHORITY TO SIGN/ELECTRONIC SIGNATURES. The person executing this Agreement on behalf of client represents that he/she has the authority to sign this Agreement on behalf of the client. Client further agrees that the electronic signature, whether digital or encrypted, of client included in this Agreement is intended to authenticate this Agreement and to have the same force and effect as a manual signature. "Electronic signature" means any electronic symbol or process attached to or logically associated with this Agreement and executed and adopted by a party with the intent to sign such Agreement, including facsimile or e-mail electronic signatures.

This Agreement shall be effective as of the date of inception of the Services provided hereunder.

CLIENT:

Company Name

Representative Signature

Representative Name/Title

Date

Important Note: Food Safety Net Services, Ltd. cannot process samples or communicate test results until all information within this packet has been completed in full AND has been signed by an authorized representative.

SECTION 4: ACCOUNTS PAYABLE INFORMATION

Payment Contact Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Ext: _____ Email Address for invoice delivery: _____

Is a purchase order required for your invoices? Yes No

If you do require a purchase order, select one of the following two options:

Individual PO (as referenced on the sample submission form per project) **-OR-**

Blanket PO (fill in PO#): _____ Expiration Date: _____

Please note that if your account is PO required, the final COA will not be released until a PO has been received.

Please select one of the following 3 options:

- All reports and/or PO's can be combined to one invoice.
- One invoice per PO is required.
- One invoice per report is required.

SECTION 5: PAYMENT OPTIONS

For your convenience, Food Safety Net Services, Ltd. accepts two options for forms of payment. Please select one of the two options you prefer:

Credit Card

(Complete Section 6, Omit Remaining Pages)

Please allow 1-2 business days for processing in advance of submitting your first project.

Application for Credit

(Omit Section 6, Proceed to Pages 7&8)

If you would like to expedite the processing of your first project, you may request a one-time credit card form while waiting for your credit application process to complete, in which case your credit card will not be kept on file for future payments. Applications may take 2-3 days or more depending on how quickly the banks respond.



CLIENT PACKET

Control No.: FSNS-ADMIN-FORM-011.19 - TX
Revised On: June 20, 2017
Authorized By: QA Manager

SECTION 6: CREDIT CARD TERMS

Credit Card Terms:

If using a Credit Card, we are able to accept payment using MasterCard, Visa, or American Express credit cards. Please note that if you are paying by credit card, a **3% credit card processing fee will be added** to each credit card transaction.

Please provide the following information only if you wish to set-up your account for automatic credit card payment on all invoices.

Credit cards will be authorized and/or charged in advance for the first project submitted. You are welcome to call Customer Service at 210-384-8028 with your credit card information if you prefer to disclose verbally.

Name as it appears on Credit Card: _____

Type of Credit Card: MasterCard Visa American Express

Account # _____

Expiration Date: _____ / _____ (mm/yy) Billing Zip Code: _____



CLIENT PACKET

Control No.: FSNS-ADMIN-FORM-011.19 - TX
Revised On: June 20, 2017
Authorized By: QA Manager

PLEASE NOTE THAT THIS PAGE IS SUBMITTED DIRECTLY TO THE BANK AND IS REQUIRED BY THE BANK TO COMPLETE THE APPROVAL PROCESS FOR ALL CREDIT APPLICATIONS:

SECTION 8: REQUEST FOR BANK CREDIT INFORMATION

Date: _____

Company Name: _____

Bank Name: _____

Bank Fax Number: _____

Tax ID Number: _____

To Whom it May Concern:

I authorize you to release the information below pertaining to our account number _____
to Food Safety Net Services, Ltd. Account Number

_____	_____	_____
Client's Authorized Signature	Title	Date

(Must be signed by an individual authorized to sign on this bank account)

THANK YOU FOR COMPLETING THE NEW CLIENT PACKET. WE WILL SEND A WELCOME EMAIL ONCE YOUR ACCOUNT SET UP IS COMPLETE, PROVIDING YOU WITH YOUR UNIQUE CLIENT ID.

(FOR BANK USE ONLY)

The above referenced account has given your bank as a reference in applying for credit with our company. Please fill in the information requested below. We appreciate your cooperation on this request.

Account Opened _____ Date _____ Account Balance \$ _____

Checking Account – Returned Items Yes No Satisfactory Yes No

Loans: Opened _____ High Credit _____ Balance _____

Payment History _____

Comments: _____

Bank Employee's Signature: _____ Title: _____