

Testing and Evaluation Terms and Conditions:

- 1.0 INTRODUCTION – These Terms and Conditions are incorporated into the GPI Laboratories, Inc. proposal made and submitted to you. The party executing this document (“Client”) indicates acceptance of this proposal as a contract between Client and GPI LABORATORIES, INC. which governs the performance of the stated services and the rights and obligations of the parties and that GPI LABORATORIES, INC. may proceed with the work.
- 2.0 PROPOSAL TERM – In addition to any applicable federal, state or local laws, unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than thirty (30) days from the date of the proposal.
- 3.0 CLIENT INFORMATION – Client represents that the information supplied by it or its agents to GPI LABORATORIES, INC. is accurate and complete and samples are representative, and Client has informed GPI LABORATORIES, INC. concerning any dangerous or potentially dangerous characteristics of such samples which could cause injury during the performance of the work or in the transporting of such samples and Client also acknowledges that GPI LABORATORIES, INC. is relying upon such information and samples or data in the preparation of this proposal without further verification by GPI LABORATORIES, INC. as to its accuracy or completeness. The Client is responsible for informing GPI LABORATORIES, INC. in advance of any applicable import/export restrictions that may apply to the samples and/or services to be provided, including instances where products, information or technology may be exported to a country that is restricted or banned from such export. The Client agrees to hold GPI LABORATORIES, INC. harmless and indemnify GPI LABORATORIES, INC. from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney’s fees if information provided by the Client is inaccurate or incomplete or samples are not representative. GPI LABORATORIES, INC. agrees that information received from the Client shall remain the property of the Client and will be returned to the Client upon demand, except for that which is necessary as a basis for the GPI LABORATORIES, INC. Reports. Client may designate in writing any information provided by Client to GPI LABORATORIES, INC. as confidential and proprietary. If Client has done so, GPI LABORATORIES, INC. will not release to third parties any such information without the prior written consent of the Client or only in response to a proper court order, process or governmental investigative authority or audit. As to that information, GPI LABORATORIES, INC. may make and retain copies. Client shall designate in writing to GPI LABORATORIES, INC. if it does not wish to have GPI LABORATORIES, INC. transmit any information, including test data and Reports, via electronic means.
- 4.0 PROPOSAL, PRICE AND SCHEDULE – GPI LABORATORIES, INC. will work diligently to provide the services per the costs and schedule stated in the referenced proposal. Client recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and times of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. Samples will be shipped by Client to GPI LABORATORIES, INC. prepaid and will be returned collect or disposed of at Client’s expense within thirty (30) days after testing is completed, unless alternative arrangements are made by Client. Additional fees will be charged for unanticipated assembly or preparation of samples. Test services will not be initiated until satisfactory credit has been established with GPI LABORATORIES, INC.’s accounting department.
- 5.0 INVOICING – Invoices will generally be issued upon project completion. In certain instances, interim invoices may be issued. Invoices are due and payable to GPI LABORATORIES, INC. at its offices, no later than thirty (30) calendar days after receipt of invoice, and Client agrees to pay reasonable collection costs if necessary in the event of non-payment. Interest at the rate of 1.5% per month will be applied to past due balances, including attorney’s fees.
- 6.0 INSURANCE – GPI LABORATORIES, INC. declares that it maintains workers’ compensation and employer’s liability insurance on GPI LABORATORIES, INC. employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Client or third parties who may be involved with the work to be performed, whether on property of GPI LABORATORIES, INC., Client or third parties.
- 7.0 REPORTS – The Client agrees to waive any claim against GPI LABORATORIES, INC. and defend, indemnify, and hold GPI LABORATORIES, INC. harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by GPI LABORATORIES, INC., allegedly arising from unauthorized use of GPI LABORATORIES, INC.’s Reports. The term Reports includes all reports, laboratory test data, calculations, estimates, notes and other documents prepared by GPI LABORATORIES, INC. in the course of providing services to the Client. All technical determinations of compliance arising from product, material or system evaluation shall not be considered final until issuance of a written report, reviewed and signed by a GPI LABORATORIES, INC. qualified Reviewer. GPI LABORATORIES, INC. retains any and all rights of ownership of GPI LABORATORIES, INC.’s concepts, ideas, inventions, patents or copyrights used by GPI LABORATORIES, INC. in preparing GPI LABORATORIES, INC.’s Reports and the provision of services to the Client. Only the Client is authorized to copy or distribute GPI LABORATORIES, INC.’s Reports and then only in their entirety, and the Client shall not use the Reports in a misleading manner. Client further agrees and understands that reliance upon the Reports is limited to the representations made therein. Any use of the GPI LABORATORIES, INC. name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by GPI LABORATORIES, INC. If GPI LABORATORIES, INC. becomes directly or indirectly involved in litigation as a result of misuse of its Reports, the Client agrees to compensate GPI LABORATORIES, INC. for its fees and expenses, including legal costs, in accordance with GPI LABORATORIES, INC.’s prevailing fee schedule and expense reimbursement policy. The Client further agrees to defend, indemnify and hold GPI LABORATORIES, INC. harmless for any and all causes of action, lawsuit, proceedings or claims including legal fees, penalties or fines incurred by GPI LABORATORIES, INC. arising from or related to the product, samples or information provided to GPI LABORATORIES, INC. by or on behalf of the Client based on any theory including alleged violation of any intellectual property rights, products liability, personal injury, death or property damage or violation of import / export restrictions.
- 8.0 LIMITED WARRANTY – GPI LABORATORIES, INC. warrants that if any of its completed services fail to conform to professional standard, GPI LABORATORIES, INC. will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which GPI LABORATORIES, INC. is notified in writing within six (6) months of the completion of services. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- 9.0 LIMITS OF LIABILITY – GPI LABORATORIES, INC.’s liability is limited as follows:
 - 9.1 To the fullest extent permitted by law, the Client agrees to limit GPI LABORATORIES, INC.’s liability arising from GPI LABORATORIES, INC.’s professional activity, errors, or omissions, such that the total aggregate liability of GPI LABORATORIES, INC. shall not exceed GPI LABORATORIES, INC.’s total fee for the services rendered on the project in question.
 - 9.2 GPI LABORATORIES, INC. shall be discharged from all liability to the Client for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became known or should have been known by the Client, and the process of law served no later than one (1) year from the provision of services by GPI LABORATORIES, INC.
 - 9.3 GPI LABORATORIES, INC. shall not be liable to the Client for any consequential damages incurred by Client due to the fault of GPI LABORATORIES, INC., regardless of the nature of this fault, whether it was committed by GPI LABORATORIES, INC., its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
 - 9.4 The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to GPI LABORATORIES, INC. to those individuals and organizations GPI LABORATORIES, INC. retains for proper execution of work. In GPI LABORATORIES, INC.’s sole discretion these shall be deemed to include but are not limited to GPI LABORATORIES, INC.’s officers and employees and their heirs and assigns, as well as GPI LABORATORIES, INC.’s agents, subcontractors and their officers, employees, heirs and assigns.
 - 9.5 Client acknowledges that testing, including sample preparation and transportation, may damage or destroy Client’s product. Client agrees to hold GPI LABORATORIES, INC. harmless from any and all responsibility for such alteration.
 - 9.6 The Client agrees GPI LABORATORIES, INC. shall not be responsible for any injuries to the Client’s representatives while attending to or observing testing at GPI LABORATORIES, INC.’s facility. If testing takes place at the Client’s facility, Client agrees that GPI LABORATORIES, INC. will not operate and shall not be responsible for any of Client’s equipment and that although GPI LABORATORIES, INC. agrees to abide by Client’s safety procedures, GPI LABORATORIES, INC. shall not be responsible for injury to any of Client’s personnel.
- 10.0 GOVERNING LAW – This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the GPI LABORATORIES, INC. facility making the proposal is located. The Client hereby waives any right it might otherwise have to remove any action by GPI LABORATORIES, INC. or any jurisdictional defense. Disputes shall be subject to mediation pursuant to the American Arbitration Association (AAA) Commerce Mediation Procedures and if not settled pursuant to such mediation, than arbitration under the AAA Commercial Arbitration Rules. Costs of such mediation and/or such arbitration shall be borne equally by the parties. Any arbitration award shall be in writing and set forth each ground upon which the decision is based.
- 11.0 SEVERABILITY – Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term and condition shall be replaced or interpreted to accomplish the intent of the parties. The remainder of the proposal shall remain in full force and effect.
- 12.0 MODIFICATIONS – No modification, waiver or amendment of any of these terms and conditions, including any assignment of Client’s rights and responsibilities hereunder, shall be binding upon GPI LABORATORIES, INC. unless agreed to in a writing signed by GPI LABORATORIES, INC.’s authorized representative.