

EUROFINS

Terms of Service for DQCI Online

Welcome to DQCI Online!

The following Terms of Service constitute a legal agreement, as amended from time to time ("Agreement"), and contain the terms and conditions that apply to the use of our DQCI online website (the "Site") by you and the company you represent ("you" or "your") and the services made available on or through the Site (the "Services"). The Site and the Services are provided solely as a convenience to you. Please read this Agreement carefully as it governs your access to the Site and use of the Services.

This Agreement applies to your access to the Site and use of the Services and does not alter in any way the terms and conditions of any other agreement you or the company you represent may have with Eurofins or its affiliates ("us", "we" or "our") for products, software, services or otherwise, unless otherwise directed by us, including, without limitation, our Standard Terms and Conditions. Additional terms and conditions may apply to particular areas of the Site or to particular products or services offered by or through us or the Site where expressly indicated.

By clicking on the "I AGREE WITH TERMS AND CONDITIONS" button, you acknowledge that you have agreed to all of the terms of this Agreement and that you have agreed to become a party to, and legally bound by, this Agreement. If you do not agree to all of the terms of this Agreement and decline to click on the "I AGREE WITH TERMS AND CONDITIONS" button, you will not be entitled to access the Site or use the Services.

We may amend this Agreement at any time by posting amended terms on the Site. Amended terms shall be effective upon the date of posting, or such later date specified therein, and shall apply to your access to our Site and use of Services beginning with such effective date. We may add, delete, modify, alter, substitute or discontinue the Site, the Services or features or functionality, in whole or part, in our sole discretion at any time.

WARNING: ANALYTICAL DATA, RESULTS AND OTHER CONTENT THAT MAY BE ACCESSIBLE OR OBTAINED THROUGH THE SITE OR THE SERVICES ARE NOT FINAL AND ARE PRELIMINARY AND SUBJECT TO CHANGE UNLESS AND UNTIL ACCOMPANIED BY A VALIDLY EXECUTED STATEMENT OF ANALYSIS DELIVERED BY EUROFINS TO THE INTENDED RECIPIENT. ACCORDINGLY, NO PERSON SHOULD RELY FOR ANY PURPOSE ON THE DATA, RESULTS, CONTENT OR INFORMATION ACCESSIBLE OR OBTAINED THROUGH THE SITE OR THE SERVICES, AND WE WILL NOT BE LIABLE OR RESPONSIBLE TO YOU OR ANY OTHER PERSON FOR ANY SUCH USE OR RELIANCE.

If you have any questions regarding this Agreement, please contact us at DQCI_OnlineAccessComm@eurofins.com.

Please note in particular that by accessing the Site or using the Services, you acknowledge and agree that you and we may conduct any transactions contemplated herein by electronic means. This means that you expressly agree to receive communications and disclosures from us, including those relating to privacy matters, via electronic mail, the Site or other electronic means.

1. Eligibility and Registration.

Access to the Site and use of the Services are available to you only if you are our client (or an employee, agent or contractor who is authorized by our client to access the Site and use the Services on its behalf (an "Authorized Employee")) and have registered with us by submitting information requested in an online registration form, and you are authorized to form legally binding contracts under applicable law on behalf of our client or yourself. We reserve the right to refuse access to the Site or use of the Services to anyone or any entity at any time, in our sole discretion. You shall provide current, complete and accurate information, and then update the information as required to keep the registration information as submitted via the registration form current, complete and accurate. By submitting your completed registration form with us, and each time you access the Site, you are representing to us that you are our client or an Authorized Employee and that you are legally entitled to access the Client Data (as defined in Section 2 below) and this Site and use the Services. We will have no responsibility to independently verify any person's authority to access the Client Data. We will evaluate the submitted registration information and will notify you in a timely manner regarding acceptance or rejection. We may reject a submitted registration form in our sole discretion for any reason.

2. Limited Use License.

We hereby grant you a limited, revocable, nontransferable, nonexclusive license to access the Site and use the Services solely for your internal use for purposes of accessing and reviewing the status and results of sample submissions and analytical services that have been ordered from us by or on behalf of our client who has granted you authority to access this Site and use the Services on its behalf (the "Client Data"). Without limiting the foregoing or expanding any of your rights hereunder, you agree that you will not disclose, republish, reproduce, or distribute any of the information, data (other than Client Data), materials or other content accessed on or through the Site (the "Content") or make any use of the Content that would allow a third party to have access to the Content. You may not (a) copy the Services or any software or programming related thereto, (b) permit other individuals or companies to use the Services, (c) modify, translate, reverse engineer, decompile, disassemble or create derivative works based upon the Services or any software or programming related thereto (d) rent, lease, transfer, resell and/or otherwise transfer rights to the Services, or (e) delete or write over any portion of any software relating in any manner to the Services. You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party.

3. Password and Security.

You are solely responsible for maintaining the confidentiality of any user name and password that you obtain during the registration process and are fully responsible for all activities that occur under your password or account. We will assume that anyone using your user name and password is you. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to comply with this provision.

4. Access Technology and Limits on Access.

Access to the Site and use of the Services may be made only through web browsers and versions thereof supported by us from time to time, including certain versions of Microsoft Internet Explorer and Mozilla Firefox. You are responsible for obtaining at your expense any web browser software needed and all communication lines, telephone/transmission services and all equipment and technology necessary for you to access the Site and use the Service.

5. Site Integrity and Limits on Access.

We do not guarantee continuous, uninterrupted or secure access to or use of the Site or our Service, and access to and use of the Site or the Services may be subject to interference from numerous factors outside of our reasonable control. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, the Services or any of our other computer systems. You may not take any action that imposes an unreasonable or disproportionately large load on our infrastructure. You may not disclose or share your password to any third parties or use your password for any unauthorized purpose. Except as otherwise expressly permitted by us, any access or attempt to access other areas of our computer systems or other information contained on our systems for any purposes is strictly prohibited, and you may not access data of which you are not an intended recipient or log into a server or account that you are not expressly authorized to access. You will not interfere with or disrupt the Services or servers or networks connected to the Services. You agree that you will not use any robot, spider, other automatic device, or manual process to “screen scrape,” monitor, “mine,” “mirror” or copy the Site or any Content or Client Data.

6. Data Security.

The Site uses Secure Sockets Layer encryption (or other reasonable technical security safeguards) in the transmission of sensitive information. We maintain a secured area on the Site for transmission of registration information, test sample information and analytical data and store this data in a private database. Because encryption slows down the response time of Web pages, some areas of the Site are not secured. Nevertheless, we endeavor to ensure that all pages transmitting financial information are encrypted. Please inform us immediately if any such page is not encrypted. Please refer to your browser’s online help for further information on determining whether a specific page you are viewing is encrypted. We utilize reasonable technical security

measures such as firewalls, passwords and other mechanisms on our computer systems housing all registration and financial data.

7. Intellectual Property.

The Site, the Content and the Services are proprietary to us and our licensors and are protected by applicable patent, copyright, trademark, trade secret and other intellectual property right laws, and we and our licensors retain sole ownership thereof. Nothing in this Agreement shall confer any right of ownership of any of such intellectual property to you, and any use of the foregoing that is not specifically and expressly permitted in this Agreement is prohibited. You will abide by any and all additional intellectual property notices, information, or restrictions contained in any Content on the Site or through the Services.

8. Disclaimer of Warranty.

THE SITE AND THE SERVICES AND CONTENT, INCLUDING ALL SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, AND INFORMATIONAL CONTENT. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCESS TO, USE OF OR OPERATION OF THE SITE OR THE SERVICES OR THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF THE CONTENT ON THE SITE OR ANY OTHER SITES LINKED TO THE SITE. THE CONTENT MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE THE CONTENT ON THE SITE. WE DO NOT AND CANNOT GUARANTEE OR WARRANT THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS SITE AND THE SERVICES, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. WE DO NOT WARRANT THAT THE SITE, THE SERVICES OR THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY DEFECTS IN THE SITE, THE SERVICES OR THE CONTENT WILL BE CORRECTED.

9. Limitation of Liability.

IN NO EVENT WILL WE, OUR SUPPLIERS, LICENSORS OR OTHER THIRD PARTIES, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, DAMAGES RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION ARISING OUT OF RELATING TO THE USE, INABILITY TO USE, OR RESULTING FROM THE USE OF THE SITE, THE SERVICES, THE CONTENT, ANY SITES LINKED TO THE SITE, OR THE MATERIALS, SOFTWARE OR OTHER INFORMATION CONTAINED IN ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACTS, STATUTES, REGULATIONS, TORT (INCLUDING BUT

NOT LIMITED TO, NEGLIGENCE) OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE SITE, THE SERVICES OR THE CONTENT RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

10. No Reliance on Data.

ANALYTICAL DATA, RESULTS AND OTHER CONTENT THAT MAY BE ACCESSIBLE OR OBTAINED THROUGH THE SITE OR THE SERVICES ARE NOT FINAL AND ARE PRELIMINARY AND SUBJECT TO CHANGE UNLESS AND UNTIL ACCOMPANIED BY A VALIDLY EXECUTED STATEMENT OF ANALYSIS DELIVERED BY EUROFINIS TO THE INTENDED RECIPIENT. ACCORDINGLY, NO PERSON SHOULD RELY FOR ANY PURPOSE ON THE DATA, RESULTS OR INFORMATION ACCESSIBLE OR OBTAINED THROUGH THE SITE OR THE SERVICES, AND WE WILL NOT BE LIABLE OR RESPONSIBLE TO YOU OR ANY OTHER PERSON FOR ANY SUCH USE OR RELIANCE.

11. Indemnification.

You shall defend, indemnify and hold harmless us, our affiliates and subsidiaries, and their respective directors, officers, employees, agents, shareholders, co-branders, partners, successors and assigns (collectively, "Indemnified Parties"), from and against any claim, loss, damage, liabilities and judgments, and fees and expenses related thereto (including, without limitation, reasonable attorney's fees) incurred by any of the Indemnified Parties arising from or related to: (a) your use of the Site or the Service or any Content or Client Data, (b) any breach or violation of this Agreement by you, including without limitation, any breach of any of your representations, warranties and covenants herein, or (c) the violation of any rights of another resulting from or relating to your use of the Site, the Service, the Content or the Client Data.

12. Term and Termination.

This Agreement may be terminated by any party immediately for any reason or no reason. Upon any termination of this Agreement, you shall immediately discontinue access to the Site and use of the Services. Sections 5 and 7 through 17 shall survive the termination, cancellation, or discontinuance of this Agreement. We may immediately issue a warning, temporarily suspend, or permanently terminate your use and/or access to the Site, the Services and any information you place or attempt to place on the Site, if in our sole judgment: (a) you breach this Agreement; (b) we are unable to verify or authenticate any information you provide to us; (c) your use of the Site, the Services, the Content or any information you have supplied is or is likely to become the subject of any dispute; or (d) your use of the Site, the Services, the Content or any information you have supplied is or is likely to become, non-compliant with any applicable law, ordinance or regulation.

13. Assignment.

This Agreement may not be assigned or otherwise transferred by you without our express written consent.

14. Notices.

Except as explicitly stated otherwise, any notices between you and us shall be sent via e-mail to us or to the e-mail address you provide to us during the registration process, or such other address as the party shall specify. Notice shall be deemed given 24 hours after an e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to us during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

15. Applicable Law and Venue.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS. SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE IN AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN PITTSBURGH PENNSYLVANIA. You agree that any cause of action you may have with respect to your use of the Site, the Service or the Content must be commenced within one (1) year after the claim or cause of action arises.

16. No Waiver.

No act, delay or omission on our part will be deemed a waiver unless expressly made in writing.

17. Severability.

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement. The remainder of this Agreement shall be valid and enforceable to the maximum extent possible.