

Moldlab Terms of Service

This document sets forth the terms and conditions under which Moldlab, Ltd, provides laboratory and consulting services to Customers. In the absence of a written agreement to the contrary, an order or delivery of samples constitutes an acceptance by the Customer of Moldlab, Ltd's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Customer's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions.

Fees for Services

All services provided by Moldlab, Ltd shall be performed in accordance with the written Price List provided by Moldlab, Ltd to the Customer. An agreement to proceed absent the issuance of a written Price List shall be performed and billed in accordance with Moldlab, Ltd published ~~Consumer~~ Homeowner pricing in effect at the time of the agreement of the parties to proceed.

Order Placement

Customers may order services by submitting a written or digital Chain of Custody form or by placing a telephone order. Telephone service orders must be subsequently confirmed in writing by the Customer. Customers may order supplies by completing an order on the Moldlab, Ltd website, placing a telephone order, or placing an order in person. ~~In person supply orders require a Customer signature to confirm the order, and may be applied to the Customer's account.~~ All ~~other~~ supply orders must be paid in advance of the supply delivery.

Invoices and Payment Terms

Moldlab, Ltd will issue an invoice, based on the written Price List or published Consumer pricing, whichever is applicable, upon completion of a sample project. All Moldlab, Ltd pricing is in US dollars except where specified otherwise by contract with the Customer. Prices quoted include sales tax. Payment terms are net 30 days from the date of the invoice, upon approval of a credit account by Moldlab, Ltd for the customer. Customers without such a credit account will be charged for services upon receipt of samples, prior to any work being done. Moldlab, Ltd reserves the right to revoke a Customer's credit account due to late or nonpayment of invoices, or based on an unfavorable Customer credit report. Moldlab, Ltd may suspend work on any current or future Customer samples due to nonpayment, and may hold sample(s) and any data associated with them unless outstanding fees are paid by the Customer. Moldlab, Ltd will not be liable for the passage of hold times due to such stoppage of work, nor for any Customer expense, lost business, or other damages due to this delay. All overdue payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. Delinquent accounts (those with outstanding invoices over 90 days old) may be referred to an outside collection agency and/or attorney. All collection expenses, including attorney's fees and court costs are the responsibility of the Customer.

Sample Documentation

The Customer must provide a completed and signed Chain of Custody form with adequate instructions describing the type of analysis requested and a complete and thorough disclosure of the known or suspected presence of any hazardous substances. Hazardous substances are those defined as such by local, state, and federal law. Samples must be provided to Moldlab, Ltd by the Customer in a suitable container for the hazardous substances the sample is known or suspected to contain. The Customer shall be liable and shall pay all costs and damages resulting from:

- 1) The Customer's failure to disclose to Moldlab, Ltd that a sample contained or was suspected to contain a hazardous substance; or
- 2) The Customer's failure to comply with any local, state, or federal law regarding the sample (and any hazardous substance therein); or
- 3) The Customer's failure to safely and appropriately contain and transport the sample and any hazardous substance therein.

Additionally, the Customer must provide all information necessary for the completion of the type of analysis requested. The Customer may waive their signature on a Chain of Custody form in writing, including via email. Such a waiver shall constitute acceptance of these Terms of Service. The Customer also accepts, in waiving their signature, the risk that the Chain of Custody for their samples may not be properly established, and that Moldlab, Ltd is not responsible or liable for any legal fault found with the Chain of Custody of their samples, nor for any Customer expense, loss of business, or other damages resulting therefrom.

Sample Acceptance

Sample Acceptance is defined as the point in time after which Moldlab, Ltd has received and inspected a set of samples, their associated Chain of Custody form, and all necessary sample information, including review of any discrepancies or omissions from such information, and has made a determination that it can proceed with the specified work. Moldlab, Ltd reserves the right to refuse, reject, or delay Sample Acceptance from the time of sample receipt for any sample it deems to be:

- 1) Of unsuitable volume;
- 2) A health, safety, environmental, or other risk;
- 3) Beyond optimum conditions;
- 4) Improperly contained;
- 5) Missing required analytical information;
- 6) Missing a complete and signed Chain of Custody form; or
- 7) Having a Custody Seal that is damaged or broken.

Unless waived by the Customer, Moldlab, Ltd shall provide notice of Sample Acceptance.

Technical Validity

Moldlab, Ltd seeks to ensure that all services will be performed in a timely and professional manner and that all findings are technically valid. Any failure on the part of Moldlab, Ltd to perform in accordance with industry standards will be corrected by Moldlab, Ltd in a reasonable

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period of time after Moldlab, Ltd becomes aware of the failure, provided such failure was a direct result of acts or omissions by Moldlab, Ltd concerning factors under Moldlab, Ltd's exclusive control within the scope of work pursuant to this Agreement. In the event Moldlab, Ltd becomes aware of any error, glitch, discrepancy, or other factor under its exclusive control that might impact the technical validity of results provided to the Customer, Moldlab, Ltd shall notify the Customer immediately of the factor, and provide any available information on the scope and severity of the issue. Moldlab, Ltd shall then, if possible, provide corrections and/or amendments to any affected results unless directed otherwise in writing by the Customer. If such corrections and/or amendments are not possible, Moldlab, Ltd shall offer its choice of:

- 1) Repeating any affected services performed free of charge, contingent upon the Customer's providing, at the request of Moldlab, Ltd and at the Customer's expense, any additional sample(s) necessary; or
- 2) A refund of not less than fifteen percent (15%) and not more than fifty percent (50%) of the original fees paid for any affected results, consistent with the severity of the error, glitch, discrepancy, or other factor.

Any error, glitch, discrepancy, or other factor with aggregated, reference, or comparison result or data shall only be considered to affect the technical validity of the aggregated, reference, or comparison data or results itself, and not to any underlying or associated result or data. The Customer agrees that these are the only remedies available for any such error, glitch, discrepancy, or other factor under the exclusive control of Moldlab, Ltd, and agrees to otherwise hold harmless Moldlab, Ltd, its employees, owners, and agents against any claim, charge, demand, or liability in any form for any and all losses, costs, charges, claims, fees, expenses, injuries, or damages, including incidental or consequential damages of any nature from such an error, glitch, discrepancy, or other factor.

Analytical Methods

Where the services to be performed by Moldlab, Ltd require the use of analytical methodologies, Moldlab, Ltd will use those analytical methodologies which conform with methodologies set by the U.S. Environmental Protection Agency (EPA), American Industrial Hygiene Association (AIHA-LAP, LLC), American Society for Testing and Materials (ASTM), or other such appropriate methodologies. Moldlab, Ltd may deviate from these methodologies where, in Moldlab, Ltd's judgement, it is necessary or appropriate to do so. Any deviations from the analytical methodologies set forth above will be made in accordance with recognized industry standards, Quality Assurance Plans, and/or referenced Standard Operating Procedures.

Quality Assurance

Should the Customer require Moldlab, Ltd to comply with a specific Quality Assurance Plan, the Customer must seek agreement with Moldlab, Ltd on such a plan prior to Sample Acceptance. Samples received in the absence of such an agreement will be analyzed under Moldlab, Ltd's standard Quality Assurance Plan and Quality Assurance Program appropriate for the types of samples received. Moldlab, Ltd will not be responsible for resampling or other costs for work

that must be completed in order to comply with a Quality Assurance Plan that is finalized after Sample Acceptance.

Report Delivery

Report Delivery for a set of samples is considered the time at which the first one of the following occurs:

- 1) Moldlab, Ltd sends one or more email message containing one or more test reports to the email(s) designated by the Customer containing test results for all samples in a set of samples;
- 2) Moldlab, Ltd uploads one or more test reports to its website, giving access to one or more accounts owned by the Customer, containing test results for all samples in a set of samples; or
- 3) After unforeseen circumstances including acts of force majeure, including, but not limited to, acts of God, acts or order of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdowns, computer failures, internet outages, email outages or failures, or any other cause beyond the control of Moldlab, Ltd, Moldlab, Ltd makes an offer to read the Customer's results to them verbally by telephone or in person.

Turnaround Times

Turnaround Times are defined as the period of time between Sample Acceptance and Report Delivery. Turnaround Times are specified on the Chain of Custody provided by the Customer and the Price List provided by Moldlab, Ltd. Turnaround Times of less than 24 hours are defined in hours of business operation; hours during which Moldlab, Ltd is closed are not counted towards such Turnaround Times. Turnaround Times of 24 and 48 hours are considered to be the same time as Sample Acceptance on the next business day, or two business days later, respectively. Turnaround Times of 3 Day or longer are considered to be by close of business the appropriate number of business days later.

Moldlab, Ltd is normally open from 8:00 AM CST to 5:00 PM CST, Monday-Friday. Moldlab, Ltd reserves the right to change or amend these hours at any time without notice. Moldlab, Ltd may also close for reasonable days on or about holidays. Any such closures, changes, or amendments to Moldlab, Ltd's hours of operation may impact Turnaround Times. It is the Customer's responsibility to ensure the requested Turnaround Time and Moldlab, Ltd's hours of operation will result in a Report Delivery within the requirements of the Customer.

Prior to Sample Acceptance, Moldlab, Ltd may make changes to the Turnaround Time requested by the Customer due to operational capacity.

Turnaround Time Guarantees

Unless otherwise specified in a written agreement, Moldlab, Ltd makes no guarantee or warranty of Report Delivery by the requested Turnaround Time. In the absence of such a written agreement, Moldlab, Ltd may complete Report Delivery after the originally requested

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Turnaround Time in the event of any condition which conflicts with analytical, QA, or other protocols warranted in these Terms and Conditions. In such a case, the Customer will pay and be invoiced for the Turnaround Time actually completed by Moldlab, Ltd, rather than the one originally requested by the Customer, in accordance with the Price List provided by Moldlab, Ltd or the Consumer pricing, as appropriate.

Where Moldlab, Ltd does have a written agreement specifying a Turnaround Time guarantee, the Turnaround Time guaranteed is determined by Moldlab, Ltd during Sample Acceptance, and its period begins upon Sample Acceptance. The Turnaround Time requested by the Customer may be modified unilaterally by Moldlab, Ltd due to operational capacity. In the event of such a modification, Moldlab, Ltd will notify the Customer of this modification, unless the Customer waives in writing such a notification, and the Customer will pay and be invoiced for the modified Turnaround Time in accordance with the Price List provided by Moldlab, Ltd or the Consumer pricing, as appropriate. The Customer's sole and exclusive remedy for the breach of this guarantee is a waiver of all analysis fees associated with the set of samples for which the Turnaround Time guarantee was breached.

Order Changes

The Customer may make changes to the work requested after the initial submittal of samples to Moldlab, Ltd, including changes to the analysis type, the number or type of samples to be analyzed, or a change in the due date or time for the test report to be delivered. These changes may result in a change in cost to the Customer in accordance with the Price List provided by Moldlab, Ltd. At its sole discretion, Moldlab, Ltd may or may not accept such changes, based on factors such as technical feasibility or operational capacity. The Customer may direct Moldlab, Ltd to cancel or suspend a portion or all of the analysis to be performed. In such cases, the Customer will remain responsible for payment for all work performed up until the time Moldlab, Ltd received notice of the Customer's desire to discontinue work. Any **partially complete** analysis will be billed on a prorated basis, as determined by Moldlab, Ltd. Instructions to change, suspend, or cancel work may be issued by telephone, in person, or in writing. Telephone and in person instructions will be recorded by Moldlab, Ltd at the time they are received.

Sample Shipping

Moldlab, Ltd may, at its discretion, offer paid shipping labels to the Customer, according to a written agreement between the Customer and Moldlab, Ltd. The payment terms of these shipping labels shall be specified in a written agreement, which may be included in a written Price List. Moldlab, Ltd shall not be responsible for the delivery of samples using these shipping labels. Moldlab, Ltd does not guarantee delivery of these shipments, and is not responsible for lost, delayed, or damaged shipments. Regardless of delivery method, the entire risk of loss or damage to samples remains with the Customer until Sample Acceptance. In no event will Moldlab, Ltd have any responsibility or liability for the action or inaction of any carrier shipping or delivery to or from Moldlab, Ltd's premises. The Customer is responsible for determining whether or not the sample it is shipping contains a hazardous substance as defined by law, and for taking all

actions necessary to ensure the sample it ships is packaged, labeled, and transported properly and in accordance with all local, state, and federal laws.

Sample Retention

Moldlab, Ltd shall retain all samples provided by the Customer for a retention period of 6 months. During this time, the Customer may request return of the samples. Moldlab, Ltd shall return the samples in person on the premises of Moldlab, Ltd free of charge. The Customer shall pay any necessary shipping fees. After this 6 month retention period, Moldlab, Ltd may dispose of samples in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Moldlab, Ltd may also retain samples for use in Quality Control, Quality Assurance, training or research purposes.

Record Retention

Moldlab, Ltd will retain physical copies of records related to the work performed for the Customer for the duration of the Turnaround Time. Moldlab, Ltd will retain digital copies of records related to the work performed for the Customer for a period of five years following the issuance of a test report. The Customer may, at any point during either of these periods, request one (1) copy of any and all records so retained. Moldlab, Ltd will provide this copy free of charge. The Customer shall pay any necessary shipping charges associated with physical records. Should the Customer desire a longer retention of records, the Customer must notify Moldlab, Ltd in writing. The Customer may be charged a reasonable record storage fee in accordance with the type, amount, and period of record retention. Moldlab, Ltd may, at its own discretion, continue record retention beyond these designated periods. In such cases, if the Customer desires retrieval of records held beyond normal retention time, Moldlab, Ltd may charge a reasonable record retrieval fee to the Customer. If the Customer desires additional copies of any records, Moldlab, Ltd may provide these copies with an associated reasonable record retrieval fee. At the end of the retention period, Moldlab, Ltd may destroy records in any way it deems appropriate.

Report Formatting

Moldlab, Ltd provides a wide variety of options for the formatting of test reports. The default report formats for each test method as provided by Moldlab, Ltd, are considered the complete report. Customers may modify these formats, including using simplified report sections or removing certain report sections. In such cases, the Customer will not receive a complete report as described by the AIHA-LAP LLC. Customers may also change the order of report sections within the report. Doing so will not prevent the report from being a complete report.

Report Branding

Moldlab, Ltd will always include its logo and contact information on each test report. Moldlab, Ltd may include the Customer's logo on test reports for the Customer. The Customer's logo and any associated trademarks remain the property of the Customer, and Moldlab, Ltd may not use the Customer's logo for any other purpose.

Report Reproduction

The test reports issued to the Customer may not be reported or reproduced except in full. The Customer may include subsections of the report in an inspection report or similar document generated by the customer, but must attach or otherwise provide a full copy of the test report in a manner which prevents easy separation of the test report from the inspection report.

Data Ownership

Data or information provided to Moldlab, Ltd by the Customer shall remain the Customer's property. Upon full payment to Moldlab, Ltd for all services provided by Moldlab, Ltd, data or information generated by Moldlab, Ltd for the Customer shall become the Customer's property. Moldlab, Ltd may use aggregated and anonymized data from those data or information provided to Moldlab, Ltd by the Customer or generated by Moldlab, Ltd for the Customer for the purpose of generating aggregated reports for other Customers, so long as such aggregated and anonymized data cannot be individualized nor its source determined. Moldlab, Ltd may also use data or information generated by Moldlab, Ltd for the Customer for the purposes of improving its own Quality Assurance, Quality Control, Standard Operating Procedures, analytical methods, training, or other internal purposes. Moldlab, Ltd shall retain exclusive ownership of any and all analytical methods, QA/QC protocols, and equipment developed by Moldlab, Ltd for performance of work by Moldlab, Ltd.

Applicability of Results

Any information or test report provided by Moldlab, Ltd is only applicable to samples as received and tested. Moldlab, Ltd cannot be responsible or liable for invalid or inaccurate results due to incorrect sampling procedures or incorrect sample information provided by the customer.

Confidentiality

Moldlab, Ltd will exercise all reasonable efforts to maintain the Customer's confidentiality with regard to business or technical information it receives in connection with its performance for the Customer. Moldlab, Ltd will use the information it receives about the customer solely for the purpose of providing services to the Customer. The Customer shall treat all information and data it receives about Moldlab, Ltd as proprietary and confidential. The Customer shall maintain in strict confidence all such information, including but not limited to information concerning technology, procedures, and methods used by Moldlab, Ltd, formulas, trade secrets, ideas, computer programs and inventions. The Customer shall not disclose, and shall prevent the disclosure of, confidential information to any third party without express written permission being granted by Moldlab, Ltd. This provision does not prevent either party from disclosing and/or using information or data:

- 1) Known to the receiving party before being obtained or derived from the transmitting party;
- 2) That is available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party;

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- 3) That is obtained or acquired in good faith by the receiving party from a third party who has the same information in good faith and is not under obligation to the receiving party with respect thereto;
- 4) Where a written release is obtained by the receiving party from the transmitting party;
- 5) After five (5) years from the receipt of such information; or
- 6) When required by process of law; provided, however, upon service of such process the recipient thereof shall notify the other party and afford it an opportunity to resist such process, where not prohibited by law.

Licenses, Certifications, and Accreditations

The Customer shall provide Moldlab, Ltd with notice in writing, prior to Sample Acceptance, of all licenses, certifications, and accreditations that it will require Moldlab, Ltd to hold during performance of services by Moldlab, Ltd for the Customer. Moldlab, Ltd will notify the Customer of any revocation of a required license, certification, or accreditation.

Subcontracting

Moldlab, Ltd offers certain services only via subcontracting such services to a separate lab. Any subcontracted services will be clearly indicated on the Price List provided by Moldlab, Ltd to the customer. By submitting samples marked for a subcontracted service, the Customer agrees that Moldlab, Ltd may supply these samples to a 3rd party laboratory of their choice. The Customer further agrees that Moldlab, Ltd is not responsible or liable for the samples after delivery to the subcontractor laboratory, nor for the quality, applicability, or accuracy of the results. Moldlab, Ltd has no control over the confidentiality or ownership of the data delivered to or reported by subcontractor laboratories, and is not responsible for any discrepancies between the policies, terms, and conditions of the subcontractor laboratory and this document. It is the Customer's sole responsibility to ensure that the subcontractor laboratory, including but not limited to its policies, terms, conditions, technical capabilities, accreditations, licenses, and certifications, are suitable for the Customer's needs.

Litigation Services

The Customer will be required to pay and/or reimburse Moldlab, Ltd for all costs incurred, including the time spent by Moldlab, Ltd employees and officers, should Moldlab, Ltd be required to respond to legal process related to services it has provided to the Customer or should the Customer request file searches, additional reporting, or a consultation that is above and beyond that usually offered in the normal course of business. Customer will pay for all time expended by Moldlab, Ltd employees and officers in accordance with their hourly rate at the relevant time. In addition to the above enumerated charges, Customer will pay all legal costs incurred by Moldlab, Ltd in obtaining legal advice, preparing a response and issuing a legal response to the legal process, and in preparing and issuing legal testimony, whether oral or in writing. Customer's agreement to pay and/or reimburse Moldlab, Ltd for the litigation services and costs referenced above shall remain in full force and effect for 10 years from the last date that Moldlab, Ltd completes providing services for the Customer.

Warranties

The warranty obligations set forth in this agreement are the sole and exclusive warranties given by Moldlab, Ltd in **correction connection** with any services performed by Moldlab, Ltd, or any results generated from such services, and Moldlab, Ltd gives and makes no other representation or warranty of any kind, express or implied. No representative of Moldlab, Ltd is authorized to give or make any other representation or warranty or modify this warranty in any way.

Challenge to Results

The Customer shall pay Moldlab, Ltd for all services performed on their behalf and for all results utilized by the Customer or the Customer's Customer, regardless of any allegation on the part of the Customer or Customer's Customer that the results issued by Moldlab, Ltd did not conform to Moldlab, Ltd's responsibilities as set forth in these terms and conditions. In every instance, Moldlab, Ltd shall be given the opportunity to defend its data directly with any person or entity challenging its results. Should Moldlab, Ltd be prohibited or hindered from directly defending its data, all sums owed to Moldlab, Ltd by the Customer shall be immediately due and payable and no refund for sums paid by the Customer will be issued by Moldlab, Ltd.

Remedy

The Customer's sole and exclusive remedies for breach of warranty in connection with any services provided by Moldlab, Ltd will be limited to those remedies outlined in the section of this Agreement where such warranty is offered, should such a remedy be specified. If no remedy is specified in the section of this Agreement where the warranty is offered, the Customer's sole and exclusive remedy for breach of warranty will be limited to repeating any services performed, contingent on the Customer's providing, at the request of Moldlab, Ltd and at the Customer's expense, additional sample(s) if necessary.

In the case of any finding of liability, by a court of competent jurisdiction, on the part of Moldlab, Ltd for damages incurred by the Customer, the Customer agrees, to the maximum extent permitted by law, to limit an award for damages, to one hundred dollars (\$100.00) or to the fee charged to the Customer by Moldlab, Ltd for the relevant services, whichever is greater. This limitation applies regardless of the cause of action or legal theory pled or asserted. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Report Delivery. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Moldlab, Ltd be responsible for the loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared. Indemnification, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence, or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent that there is willful misconduct. In the event either party shall be successful in any suit for damages for breach of this Agreement, including nonpayment of invoices, or to enforce this Agreement or to enjoin the other party from violating this Agreement, such party shall be entitled to recover as part of its damages its reasonable legal costs and expenses for bringing and maintaining any such action.

Force Majeure

If Moldlab, Ltd is delayed at any time in performing services by an act, failure to act, or neglect of the Customer or the Customer's employees or any third parties, by changes in the scope of work, by unforeseen circumstances including acts of force majeure, including, but not limited to, acts of God, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery service delays, or any other cause beyond Moldlab, Ltd's reasonable control, or by delays agreed upon by the Customer and Moldlab, Ltd, then the time for completion of such services shall be extended based upon the impact of the delay, even in cases of a written agreement of guaranteed Turnaround Times. Moldlab, Ltd shall receive an equitable compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Moldlab, Ltd.

Indemnification

By signing a Chain of Custody Form, or providing a written or emailed signature waiver, the Customer agrees to hold harmless Moldlab, Ltd, its employees, owners, and agents against any claim, charge, demand, or liability in any form for any and all losses, costs, charges, claims, fees, expenses, injuries, or damages, including incidental or consequential damages of any nature resulting from any item, information, or service provided by Moldlab, Ltd.

Entire Agreement

These Terms and Conditions, together with any duly authorized and executed addendum, embody the whole agreement of the parties and provide the only remedies available to the Customer. These Terms and Conditions supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and Moldlab, Ltd. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where Moldlab, Ltd's services are performed. No modification or waiver of any provision of these Terms and Conditions shall be binding on either party unless made in writing and executed by the Customer and Eurofins Moldlab, Ltd.

Severability

The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder to these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations.

Waiver

No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation. All waivers must be in writing.

Legal Compliance

Moldlab, Ltd and the Customer agree to comply with all applicable laws, ordinances, codes and regulations.