



General Information

Company Name: _____ Phone Number: _____

Company Address: _____

Authorized Contact #1

Same address as company

Online Data Portal Access

Contact Name: _____ Title: _____

Address: _____ Phone Number: _____

Email: _____

Receive Certificate of Analysis (COA): YES (Completed reports/COAs are sent via email)
 NO (Will not receive COAs, but has access to account on demand)

Authorized Contact #2

Same address as company

Online Data Portal Access

Contact Name: _____ Title: _____

Address: _____ Phone Number: _____

Email: _____

Receive Certificate of Analysis (COA): Yes No

Please use additional sheets as needed for additional contacts

Billing Contact

Same address as company

Billing Name: _____ Title: _____

Address: _____ Phone Number: _____

Email: _____

The information on this form will be used for the expressed purpose of your laboratory account set-up and management. Confidentiality is of the utmost importance at Food Microbiological Laboratories, Inc. and unauthorized persons will not be given information regarding your account, samples or results under any circumstances.

Please keep your account information current so that the appropriate persons have access to critical data at all times.

Authorized Contact Name: _____ Date: _____

Authorized Contact Signature:

The services offered by Food Microbiological Laboratories, Inc. are governed by the following Terms and Conditions. I accept these conditions.

CLICK HERE TO SUBMIT COMPLETED FORM

Thank you and we look forward to fulfilling your microbiological testing needs.

TERMS AND CONDITIONS TO AGREEMENT FOR LABORATORY SERVICES

ARTICLE 1. SERVICES. FOOD MICROBIOLOGICAL LABORATORIES (FML) will:

- 1.1 Act for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession and practicing in the geographical location of FOOD MICROBIOLOGICAL LABORATORIES.
- 1.2 Provide only those services that, in the opinion of FOOD MICROBIOLOGICAL LABORATORIES, lie within the technical and professional areas of expertise of FML and which FML is adequately staffed and equipped to perform.
- 1.3 Perform all services in substantial accordance with the basic requirements of the appropriate Food and Drug Administration, Good Manufacturing Practices, USDA, AOAC.
- 1.4 Promptly submit formal reports of services performed, when requested, indicating, where applicable, compliance with commercially accepted practices. Such reports shall be complete and factual.
- 1.5 **Consider all reports to be the confidential property of CLIENT, and distribute reports, except as may be required by law, only to those persons, organizations or agencies specifically designated in writing by CLIENT or his authorized representative and approved by FOOD MICROBIOLOGICAL LABORATORIES.**
- 1.6 Retain all pertinent records relating to the services performed for a period of one year following submission of the report, during which period the records will be made available to CLIENT at all reasonable times.

ARTICLE 2. CLIENT'S RESPONSIBILITIES. CLIENT or his authorized representatives will:

- 2.1 Designate in writing a person or firm to act as CLIENT's representative with respect to FOOD MICROBIOLOGICAL LABORATORIES services to be performed under this Agreement; such person or firm to have complete authority to transmit instructions, receive information and data, and to order, at CLIENT expense, additional services.
- 2.2 Designate in writing those representatives of CLIENT who are authorized to receive copies of FOOD MICROBIOLOGICAL LABORATORIES reports.

ARTICLE 3. GENERAL CONDITIONS:

- 3.1 FOOD MICROBIOLOGICAL LABORATORIES, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to the PRODUCT customarily vested in the CLIENT or its authorized representatives.
- 3.2 FOOD MICROBIOLOGICAL LABORATORIES services will be made and report(s) prepared based upon the conditions supplied to FML by CLIENT. FOOD MICROBIOLOGICAL LABORATORIES assumes no responsibility for variations in quality, composition, appearance, or any similar feature of items audited over which FOOD MICROBIOLOGICAL LABORATORIES has no control.

- 3.3 CLIENT agrees to indemnify and hold FOOD MICROBIOLOGICAL LABORATORIES harmless against all liability, claims, demands, damages, costs and expenses, including but not limited to attorneys' fees and reasonable hourly charges of employees of FOOD MICROBIOLOGICAL LABORATORIES involved in litigation, whether for personal injuries or damage to property or otherwise, arising out of services performed for CLIENT in accordance with this Agreement, or arising out of any violation by CLIENT of its obligations set forth in this Agreement. FOOD MICROBIOLOGICAL LABORATORIES agrees to notify CLIENT promptly of any such claims. Such indemnification shall not apply in any situation where the claim or demand, or alleged liability or damages, was caused by the sole negligence of FML or its employees during the course of performing services under this Agreement. The obligations set forth in this paragraph shall survive the termination of this Agreement.
- 3.4 This Agreement may be terminated by either party on ten (10) days' written notice or by mutual agreement. If this Agreement is terminated by either party, FOOD MICROBIOLOGICAL LABORATORIES shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the findings and recommendations prior to termination.
- 3.5 CLIENT may not delegate, assign, sublet or transfer his duties or interest in the Agreement without the prior written consent of FOOD MICROBIOLOGICAL LABORATORIES. FOOD MICROBIOLOGICAL LABORATORIES may not assign this Agreement without prior consent of CLIENT, except that FOOD MICROBIOLOGICAL LABORATORIES may assign or transfer some or all of its rights at any time to a qualified affiliated company provided such assignee assumes FOOD MICROBIOLOGICAL LABORATORIES obligations under this Agreement.
- 3.6 The only warranty made by FOOD MICROBIOLOGICAL LABORATORIES in connection with its services performed hereunder is that it will use that degree of care and skill as set forth in Article 1.1 above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made. FOOD MICROBIOLOGICAL LABORATORIES liability under this Agreement shall be limited to the amount of the liability policy \$ 1,000,000 carried by FOOD MICROBIOLOGICAL LABORATORIES.

ARTICLE 4. USE OF REPORTS. CLIENT agrees that:

- 4.1 Any report furnished by FML is furnished solely for the benefit of CLIENT and any of its authorized representatives and such report may not be reproduced or published in full or in part, altered, amended, made available to or relied upon by any other person, firm or entity without prior written consent of FOOD MICROBIOLOGICAL LABORATORIES.
- 4.2 CLIENT will not, without prior written consent of FOOD MICROBIOLOGICAL LABORATORIES, use FOOD MICROBIOLOGICAL LABORATORIES name or report prepared by FOOD MICROBIOLOGICAL LABORATORIES in connection with any marketing or advertising or in any publication concerning or relating to CLIENT or PRODUCTS.
- 4.3 CLIENT will not at any time misrepresent the substances or effect of or any material fact, conclusion or finding contained in any report or other information received from or relating to FOOD MICROBIOLOGICAL LABORATORIES or its work on behalf of CLIENT.

ARTICLE 5. PAYMENT:

CLIENT will pay FOOD MICROBIOLOGICAL LABORATORIES for services and expenses in accordance with FOOD MICROBIOLOGICAL LABORATORIES invoices which will be presented at the completion of its work and will be paid on receipt of the invoice by CLIENT or his authorized representative. Any balances remaining unpaid after 15 days may be subject to service charge of 1.5% per month until paid. If legal action or collection proceedings are necessary for enforcement of payment, FOOD MICROBIOLOGICAL LABORATORIES shall be entitled to recover reasonable attorney's fees and other cost of collection incurred in that action.

ARTICLE 6. EXTENT OF AGREEMENT:

The Agreement, including these terms and conditions, represents the entire agreement between CLIENT and FOOD MICROBIOLOGICAL LABORATORIES and supersedes all prior negotiations, representations or agreements, written or oral. The Agreement may be amended only by written instrument signed by CLIENT and FOOD MICROBIOLOGICAL LABORATORIES.