



TERMS AND CONDITIONS – PROVISION AND SALE OF LABORATORY SERVICES

1. Area of Application.

- 1.1. All orders accepted by Primus Group, Inc., dba PrimusLabs (“Primus”) from the party submitting samples for testing (“Client”) will be governed by these Terms and Conditions - Provision and Sale and of Laboratory Services (the “Terms”), including orders placed by telephone, electronic mail, electronic ordering systems, sample dispatch request forms, or made by delivery of samples. A contract with these Terms comes into being when an order has been placed with Primus, and the order is accepted by Primus. An order that is placed with Primus is considered as accepted by Primus when (a) Primus proceeds to fulfill that order or (b) Primus accepts the order in writing. All services provided by Primus are expressly limited to, and will only be provided on the basis of, the terms and conditions stated herein and to the exclusion of all other terms and conditions, including any terms or conditions which Client may purport to impose.
- 1.2. These Terms set forth the entire agreement between the Primus and Client, and supersede all prior and contemporaneous negotiations, agreements, representations, understandings, and commitments with respect thereto. The parties agree that their standard terms, conditions, and pre-printed provisions on any purchase order, acknowledgment, release or other purchasing document purporting to address the same subject matter shall be null and void and of no force or effect, whether such terms conflict with or purport to add terms to these Terms. No employee, agent or subcontractor, other than an authorized officer of Primus, has the authority to alter or waive any of these Terms as to Primus or to make any representation on behalf of Primus which conflicts with or purports to override any of these Terms; and no such alteration, waiver or representation shall be binding upon Primus, unless it is in writing and signed by an authorized officer of Primus to be bound.

2. Performance of Services

- 2.1. Primus will perform food testing services in accordance with an order accepted by it (the “Services”). Primus warrants that all Services provided by it will be performed in a good and workmanlike manner with reasonable skill, care and diligence.
- 2.2. A request for any change to the scope or nature of the Services to be provided under any order shall, if mutually agreed, be set forth in an amended order which shall include any change to estimated delivery dates and fees as agreed by the parties. Services may not be cancelled or modified by Client after testing is initiated.

3. Price and Terms of Payment

- 3.1. Client shall compensate Primus for its provision of Services according to the prices stated in the then applicable current price list, or the prices otherwise agreed to by Primus and Client.
- 3.2. If Client requests Primus to perform sampling and testing services for the FDA Detention Without Physical Examination program, Client understands, acknowledges, and agrees that it is liable for the fees incurred to Primus in performing such Services regardless of FDA’s acceptance, rejection, or other response to the results submitted by Primus, as well as costs incurred by Primus to perform such Services.
- 3.3. Payment of all invoices is due within thirty (30) days of the invoice date, other than amounts being disputed in good faith which shall require written notice to be given to Primus on or before the due date of the invoice, specifying in reasonable detail the nature of the dispute. Client agrees to pay all undisputed amounts as provided above. The challenge of an analytical result will not entitle Client to defer payment. Any invoice which remains outstanding after due date may carry interest at the rate of one and one-half percent (1.5%) per month or the maximum interest rate permitted by applicable law, whichever is lower.
- 3.4. The invoice settlement method is check, bank transfer or direct debit, or credit card (in certain circumstances).
- 3.5. Under some circumstances, Primus may require prepayment for all Services for each order as a condition of acceptance.

4. Duties of Client

- 4.1. For Clients that perform that sampling of tested commodity Client shall provide Primus with sufficient amounts of all samples or materials to be tested (the “Samples”) together with all other information necessary for Primus to perform the Services including information relating to the storage and safety requirements of the Samples.
- 4.2. Client acknowledges that in order to get accurate results, it is crucial that Client follow sampling procedures provided by Primus. Client understands and acknowledges that its intentional or accidental failure to sample in accordance with the guidelines provided by Primus can lead to inaccurate testing results.

- 4.3. Client hereby warrants to Primus that all Samples provided to Primus by Client for analysis are, to the best of Client's knowledge: (i) organized and ready for analysis; (ii) free of foreign materials or substances that were not previously reported by Client; (iii) safe and in a stable condition for and during transportation, storage under normal conditions, and use in connection with instruments and by personnel or representatives; (iv) labeled appropriately if they contain dangerous or hazardous materials; (v) labeled appropriately if refrigerated or frozen storage is required; and, (vi) accompanied by any relevant occupational health and safety information known by Client.
- 4.4. Primus will conduct an initial examination of the Samples to check their condition before any Services are performed. If the Samples do not comply with the requirements described in these Terms or any order, then Primus will notify Client regarding the non-compliance. With Client's approval, Primus may: (i) prepare the Samples for use as set forth in these Terms which may result in an additional charge to Client for such preparation and a delay to the order which will be documented via a written modification to the order; (ii) terminate the order if the result of the initial examination indicates that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated, and Client shall pay to Primus all expenses incurred before the effective date of termination of the order;
- 4.5. Client is responsible for the proper delivery of Samples sent to Primus for the performance of the Services. Client will at all times be liable for the security, packaging and insurance of the Samples from its dispatch until it is delivered to Primus's facility.

5. Report Terms

- 5.1. Any data analyses, Certificates of Analysis, and results reports will be prepared in Primus's standard format and in accordance with the Primus's standard operating procedures, unless otherwise agreed in writing.
- 5.2. Any communications from Primus to Client regarding analyses, Certificates of Analysis, presumptive positive readings, and other results reports will be made and/or sent to the contacts provided by Client to Primus. Client should (and it is the responsibility of Client to) update Primus with the current contact information for anyone whom Client wishes Primus to convey messages. Client also agrees to immediately update Primus at any time that there is a change to that contact information, including providing new contact information when applicable, or informing Primus to delete any old contacts that are no longer relevant. Primus is not responsible for any communication that was conveyed and not received by Client due to Client's failure to update contact information.

6. Estimated Delivery Dates and Turnaround Times

- 6.1. Delivery dates and turnaround times stated in any order are estimates and do not constitute a commitment by Primus. Nevertheless, Primus shall make commercially reasonable efforts to meet the estimated delivery dates and turnaround times as stated in each order.
- 6.2. Unless a different delivery method is specified in writing, analytical reports are sent by email or via other electronic means, to the attention of the persons indicated by Client in the order, promptly after the analysis is completed.
- 6.3. Primus shall not be responsible for any delays in the timely progression of the Services to the extent any such delay is attributable to Client action or inaction. During the performance of the Services, Client shall use commercially reasonable efforts to provide any approvals required to be given by Client to Primus in a timely manner.

7. Transfer of Property and Intellectual Property Rights

- 7.1. Title in any analysis results, analytical reports, or other work product (the "Results") supplied by Primus to Client shall remain with Primus until all invoices in respect thereof have been paid by Client in full, and until such full payment, Client shall have no ownership or property rights therein.
- 7.2. Primus shall be entitled to store, aggregate, and use any System Data generated as a result of the performance of the Services. "System Data" means control data from laboratory tests or transactional, volume and performance data related to the Services, which does not contain (i) any personally identifiable information; or (ii) Client Confidential Information.
- 7.3. Client hereby acknowledges and agrees that any and all Intellectual Property that is developed, conceived or reduced to practice by representatives of Primus in the performance of the Services and that is (i) within the field of the Primus' Intellectual Property, and (ii) does not rely on or incorporate Client's Samples or Confidential Information ("Primus Developed IP"), is not part of the Results and shall vest in and be the sole and exclusive property of Primus.

8. Limited Warranties and Responsibilities

- 8.1. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care, but Primus cannot guarantee that Results will always be exact or relevant. Results are influenced by outside factors including, but not limited to, the condition of the Samples when received by Primus, the current state of (and limitations of) technology and methods developed and generally applied by Primus, applicable testing tolerances, selection of testing methodologies from among available options, and the impact of contaminants or undisclosed/unknown substances contained in a Sample. Due to the inherent limitations of testing factors described above, Client must independently verify the validity of any

Results, interpretations, assessments and conclusions supplied by Primus if it wishes to rely on the same in respect of matters of importance, and shall do so at its own risk.

- 8.2. By ordering the provision of Services with Primus, Client represents that: (i) it has full power and authority to enter into these Terms and the person placing an order with Primus is its duly authorized representative; (ii) these Terms have been duly authorized; (iii) these Terms are binding upon it; and (iv) performance of these Terms does not conflict with any other legal obligation of the party.
- 8.3. Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between Client and Primus. There shall be no third party beneficiary or collateral warranty relating to any Services.

9. Indemnification and Limitation of Liability

- 9.1. Client shall defend, indemnify and hold harmless Primus and its employees, officers, agents, representatives, successors and assigns from and against any Damages claimed by a third party against Primus; provided, however, that Client shall not be liable for any Damages to the extent attributable to the negligence or willful misconduct of Primus.
- 9.2. Except to the extent that such limitations are not permitted or are void under applicable law, in no event shall Primus or Client be responsible for any indirect, consequential, incidental, punitive or special damages (including, without limitation, damages for lost profits or revenue, loss of use, business interruption, loss of information, or for the procurement of substitute services) of each other or of any third party, even if it has been advised of the potential for such damages and regardless of whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise. In all cases, Primus's liability for any claim or series of related claims of Client or of any third party arising under or relating to these Terms shall be limited to the amount charged for the Services to which such claim relates.
- 9.3. Results are prepared and supplied exclusively for the use of Client. Client remains responsible for any consequences due to the divulgence and use of such Results and any reliance of a third party on such Results and hereby agrees to indemnify Primus against any liability which Primus may incur as a result of such divulgence or any such third party reliance.

10. Remedy for Deficient Services and Repeated Analysis

- 10.1. In the event that any Services are improperly or inadequately performed by Primus, Client's sole and exclusive remedy, and Primus's sole obligation, with respect to such deficient Services shall be for Client to either: (i) require that Primus re-perform such improper or deficient Services, subject to the provisions of Section 10.2 below, or (ii) request a refund of all amounts paid to Primus for such improperly or inadequately performed Services.
- 10.2. Objections to Results must be made within thirty (30) days after Client receives the Results. However, a repeated analysis will be possible only if Primus has a sufficient amount of the original Samples on hand when it receives Client's objection. Client will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

- 11.1. Neither party shall be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond such party's reasonable control, or which result from compliance with governmental requests, laws and regulations.

12. Subcontracting; Assignment

- 12.1. Primus is hereby authorized to subcontract any or all Services requested by Client to any of its affiliates or to a third party. Primus shall be responsible for the performance of its subcontractors as and to the same extent Primus would be responsible had it directly performed such Services.
- 12.2. No party shall assign, by merger, reorganization, operation of law or otherwise, or transfer any obligation or right of such party under these Terms ("Assign") to any other person or entity without the prior written consent of the other party, and any attempt to Assign these Terms without such consent shall be void; provided, however, that a party may Assign these Terms without such consent to an affiliate or to a purchaser of all or substantially all of the stock or assets of such party or to an entity into which such party is merged. These Terms shall be binding upon the parties, their successors and their permitted assigns.

13. Governing Law

- 13.1. These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law provisions. It is the intention of the parties that in the event disputes should arise over the interpretation and application of these Terms, the parties will first attempt to settle such disputes by negotiation and consultation between the senior executives of Client and Primus.

14. Disclaimer of Warranties

- 14.1. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, NO MEMBER GIVES ANY WARRANTIES, EXPRESS OR IMPLIED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH MEMBER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF SUITABILITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

15. Miscellaneous

- 15.1. Independent Contractor. It is understood and agreed that Primus shall perform its duties as an independent contractor and not as an agent, employee, partner or joint venture of Client.
- 15.2. Amendment. Unless exceptions have been agreed to, in writing by both parties, these Terms are deemed accepted by Primus and Client without signature. Terms may be modified from time to time by Primus as posted on Primus's website. Prior to placing any order, Client will review updated terms at <https://www.primuslabs.com/termsandconditions>
- 15.3. Severability. If a final judicial determination is made that any provision of these Terms is an unenforceable restriction against either party, the provisions hereof will be rendered void only to the extent that such judicial determination finds such provisions unenforceable; and, to the extent possible, such unenforceable provisions shall be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of such invalid or unenforceable provisions. A judicial determination that any provision of these Terms is unenforceable will not render the entire Terms unenforceable, but rather these Terms will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.