

**NEW JERSEY FEED LAB, INC.
GENERAL TERMS AND CONDITIONS**

1. Area of Application

1.1 All Orders accepted by New Jersey Feed Lab, Inc. or any of its subsidiaries or affiliates (collectively, NJFL) will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with NJFL is accepted by NJFL. An order placed with NJFL is considered as accepted by NJFL when (a) NJFL proceeds to fulfill that order, without need for any written confirmation from NJFL or (b) NJFL accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Chief Executive Officer of NJFL), New Jersey Feed Lab, Inc. employee, agent or subcontractor of NJFL has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon NJFL, unless it is in writing and signed by the Chief Executive Officer of NJFL.

2. Placement of Order

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using NJFL-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to NJFL quoting the customer reference. NJFL is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Chief Executive Officer of NJFL, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by NJFL will be treated as a separate contract between NJFL and the customer.

2.3 NJFL is entitled to charge management and administrative fees of up to Twenty Five Dollars (\$25) per sample in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

3. Price and Terms of Payment

3.1 If the acknowledgment of an order does not state otherwise, NJFL prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by NJFL in connection with the order) must be paid by the customer.

3.2 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by NJFL in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) 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. Any other method of payment must receive prior agreement from NJFL. The customer undertakes to provide bank account details.

3.5 NJFL is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

4. Duties of Customer in Delivering Samples or Materials

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. NJFL is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – NJFL shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by NJFL to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to NJFL premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform NJFL personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to NJFL premises, instruments, personnel and representatives related to the contamination. The customer shall be responsible for, and indemnifies NJFL against, all costs, damages, liabilities and injuries that may be caused to or incurred by NJFL or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At NJFL's request, the customer must provide NJFL with the exact composition of the samples.

5. Property Rights on Sample Material and Sample Storage

5.1 All samples become the property of NJFL to the extent necessary for the performance of the order. Unless the customer pays for storage, NJFL shall have no obligation or liability for samples sent to NJFL for storage, including samples requiring refrigeration. If the customer pays for storage, NJFL will take commercially reasonable steps to store the samples, according to professional practice.

5.2 NJFL can dispose of or destroy samples immediately after the analysis has been performed, unless NJFL and the customer have agreed in writing on the terms of NJFL's retention of the sample. NJFL also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for NJFL arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, NJFL will return them to the customer, at the customer's cost and risk.

6. Delivery Dates, Turnaround Time

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6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by NJFL. Nevertheless, NJFL shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

7. Transfer of Property

7.1 Title in any analysis results, products, equipment, software or similar supplied by NJFL to the customer will remain with NJFL until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if NJFL has accepted and begun to fulfill an order, NJFL has the right at any time to stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to NJFL, whether for that or any other order.

7.2 Even after payment in full by the customer, NJFL shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

8. Limited Warranties and Responsibilities

8.1 NJFL warrants only that it will perform testing services, obtain findings and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. The foregoing warranty shall apply for a period of thirty (30) days from performance of the services. If the services provided hereunder do not meet the warranty set forth above, customer shall promptly notify NJFL, and NJFL shall, at its sole option, either (i) during its normal business hours, correct any defect by re-performing the services or (ii) refund any amounts paid by customer for the defective services. Fresh or additional samples may be required from customer if re-testing is needed. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by NJFL, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED, WRITTEN, ORAL, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WARRANTY APPLIES ONLY TO THE SAMPLES RECEIVED BY NJFL FROM CUSTOMER AND NOT TO ENTIRE LOT FROM WHICH SUCH SAMPLE(S) WERE TAKEN. NJFL ASSUMES NO RESPONSIBILITY FOR (I) THE MANNER IN WHICH SAMPLES ARE OBTAINED OR THE EFFECT THAT THE METHOD OF OBTAINING SUCH SAMPLES MIGHT HAVE ON THE RESULTS OF THE TESTS PERFORMED BY NJFL, OR (II) THE CUSTOMER'S USE OR INTERPRETATION OF THE TEST AND OTHER RESULTS AND REPORTS PROVIDED TO IT BY NJFL.

8.2 Each analytical report relates exclusively to the sample analyzed by NJFL. If NJFL has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analyzed) and the definition of the precise range of analysis to be performed or if the customer has not followed NJFL recommendations, customer shall hold NJFL harmless if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate. Customer acknowledges that unless customer specifies the analytical method to apply, NJFL reserves the right to choose a commercially reasonable analytical method. Customer acknowledges and accepts the inherent margin of error of commercially reasonably analytical methods.

8.3 The customer is responsible for the proper delivery of samples sent to NJFL for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by NJFL, customer shall hold NJFL harmless for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The

customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of NJFL. NJFL will use commercially reasonable care in handling and storing samples, but customer shall hold NJFL harmless for any loss or destruction of samples even after receipt at its laboratories.

8.4 The customer warrants and represents to NJFL that all samples sent to NJFL for analysis are safe and in a stable condition and undertakes to indemnify NJFL for any losses, injuries, claims and costs which NJFL, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform NJFL in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be between the customer and NJFL. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold NJFL harmless from and against any and all third party claims in any way relating to the customer or order by the customer.

9. Limitation of Liability

9.1 IN THE EVENT OF ANY ERROR, OMISSION OR OTHER PROFESSIONAL NEGLIGENCE, THE SOLE AND EXCLUSIVE RESPONSIBILITY OF NJFL SHALL BE TO RE-PERFORM THE SERVICES AT ITS OWN EXPENSE, AND NJFL SHALL HAVE NO OTHER LIABILITY WHATSOEVER. IN NO EVENT SHALL NJFL BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, OR CONTINGENT DAMAGES, WHETHER OR NOT NJFL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 It is a condition of NJFL's acceptance of an order that the customer indemnifies NJFL for any losses, injuries, claims and costs which NJFL may suffer as a result of arising from or in any way connected with its role under or services provided pursuant to these Terms and Conditions, except to the extent that NJFL is required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

10. Repeated Analysis

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if NJFL has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

11. Force Majeure

NJFL shall not be liable for any loss or damage as a result of any failure to perform or any delay due to any cause beyond NJFL's control, including but not limited to, acts of God, acts of customer, fire, theft, accident, earthquake, flood, war, sabotage, slowdown, strikes, or other labor difficulties, riot, embargo, government act, regulation, rule, ordinance or request, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation. In the event of any such contingency, the date of performance shall be extended by a period equal to the time lost by the delay.

12. Confidentiality & Processing of Customer Data

12.1 NJFL shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

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12.2 NJFL shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to NJFL's rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of NJFL. In addition, the customer is required to maintain secrecy concerning all services provided by NJFL and their results as well as the composition of products and software delivered by NJFL. Analysis results are not to be publicly disclosed or exploited without the prior written consent of NJFL. Even if such written consent is given by NJFL, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the NJFL Indemnified Parties against any liability which the NJFL Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

13. Disclaimer and Miscellaneous

13.1 These Terms and Conditions may be modified in writing from time to time by NJFL and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time NJFL accepts the order.

13.2 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.3 Failure by either NJFL or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

14. Governing Law/ Jurisdiction / Dispute Resolution

14.1 The agreement between the parties as well as the construction, validity and performance of these Terms and Conditions shall be governed by the laws of the State of New Jersey, without reference to conflict of laws principles. All disputes arising out of or in connection with the agreement between the parties as well as the construction, validity and performance of these Terms and Conditions the Contract shall be finally settled by arbitration, without recourse to common or commercial courts, with the American Arbitration Association. The arbitration shall be conducted in Mercer County, New Jersey, and subject to the substantive and procedural laws of the State of New Jersey.