

# Terms and Conditions

These terms and conditions shall govern any quotes, fees, or services rendered by synergy analytical laboratories inc. (herein after referred to as “company”). Acceptance of a quote shall be deemed to confirm a client’s acceptance of these terms and conditions.

Where a Service agreement (“SA”) or contract for services (“contract”) has been entered into between a client and company, these terms and conditions shall supplement the SA or contract.

In the event of a conflict between a SA or contract and the terms and conditions herein, the terms and conditions of the SA or contract shall govern.

## **1. Company Responsibilities:**

- 1.1. Synergy Analytical laboratories Inc. shall perform testing services or report results consistent with applicable standard practices, laws, and regulations.
- 1.2. Synergy Analytical laboratories Inc. may perform services for persons or entities (private, public, or governmental) who are issuing instructions to Synergy Analytical laboratories Inc (“Client”). Client agrees to comply with the Terms and Conditions set out herein.
- 1.3. Synergy Analytical laboratories Inc. shall prepare reports of services performed indicating results of testing. Company reserves the right to utilize external (non-Company) laboratory resources to produce the results of testing as required. Such results and reports thereon will be based solely upon samples as provided by the Client. Such results and reports are intended for use by persons having professional skill and training in the interpretation of such results and Company assume no responsibility, and Client hereby waives all claims against Company for interpretation of such results and reports.
- 1.4. Company and its employees or agents shall not use (except in the course of the services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, Client’s Confidential Information. For purposes of these Terms and Conditions, “Confidential Information” shall include but is not limited to, financial data, fees, quotes, forecasts, employee, supplier, and customer information, business or marketing plans, trade secrets or other intellectual property, contracts, and documents of internal nature or with third parties, and policies and procedures of the business.

## **2. Client’s Obligation:**

- 2.1. **Client** shall designate in writing a person(s) or entity to act as Client’s authorized representative (“Designated Representative(s)”) for Company’s services to be performed. Such person(s) or entity shall have complete authority to transmit instructions, receive information and data, and order, at Client’s expense, additional services.
- 2.2. **Client** hereby represents and warrants that it has the full right and authority to agree, whether written or verbal, with Company.
- 2.3. Client represents and warrants to Company that it has obtained, and will maintain and comply with, all applicable permits and licenses required from any third party or governmental body or other regulatory organization in respect of its operations (the “License(s)”). Client further covenants to, upon request by Company provide copies of its then-current Licence(s) to Company.
- 2.4. Client shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, Company’s Confidential Information.
- 2.5. Client agrees to provide information reasonably requested by Company, including but not limited to data sheets of Client, as are necessary for Company. complete its report.

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2.6. Client shall not, without prior written consent of Company, use Company's name, trademark, logo, or any results or reports prepared by Company in connection with any sale, marketing, or advertising OR which may cause harm to Company's reputation and/or business.

### **3. Reports:**

- 3.1. Company makes no warranties on Client's overall product(s). ALL reports on the results of product testing relate only to the sample(s) received and tested by at the time of testing. Synergy Analytical laboratories Inc warrants that all sample(s) were tested following Standard Test Procedures, and all stated regulatory requirements.
- 3.2. Any report or results furnished by Synergy Analytical laboratories Inc is furnished solely for the benefit of Client and any of its Designated Representative(s) and shall be the confidential property of Client. Reports shall not be distributed without the prior written consent of Synergy Analytical laboratories Inc. Client shall not at any time misrepresent, amend, or alter the content of any report or other information received from or relating to Company or its work on behalf of Client.
- 3.3. Unless otherwise required by law, Company shall provide its report only to the Designated Representative(s) as per request.
- 3.4. Any action taken by Client based on results and reports designated by Synergy Analytical laboratories Inc as "preliminary" or "verbal" or "partial" are at Client own risk. However, any decision to recall or withdraw product based on test results is Client's sole responsibility and Client shall bear all costs and liability related to any such decision.
- 3.5. Client's that request a re-test agree to pay an additional fee if Company confirms original findings.

### **4. Retention:**

- 4.1. After results have been reported to Client, products will be retained and disposed of by Company as detailed in Company's Standard Operating Procedure for retention and destruction. Company shall not be responsible for providing a refund or compensation for unused products of Client.
- 4.2. Synergy Analytical laboratories Inc shall retain all pertinent records as required by Federal regulations following submission of a report relating to the services performed, during which period the records will be made available to Client upon written request, for which the request may result in additional costs.

### **5. Fees and Payment:**

- 5.1. At the time the order is placed, or a contract is negotiated if Fees or amount payable is not established between the Company's and Client, Company's standard rates (which are subject to change) shall be applied and all applicable taxes shall be payable by Client.
- 5.2. Client shall pay for services and expenses upon receipt or within thirty (30) days of the date of invoice. Company reserves the right, before performing any services, to require from Client satisfactory security for performance of Client's obligations. If Client fails to furnish satisfactory credit information, security, or if its account is in arrears, Company may, at its option, defer further performance or terminate its relationship with Client.
- 5.3. In the event any unforeseen problems or expenses arise while carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.

### **6. Liability & Indemnification:**

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- 6.1. **All** terms, conditions, and warranties (including any warranty as to the merchantable quality or fitness for a particular purpose) implied by common law or statute (“implied warranties”) as to the manner, quality, and timing of the testing service are excluded unless the exclusion of any such implied warranties would contravene applicable law or cause any part of these terms of conditions or any other agreements to be void. The warranties, obligations, and liabilities of Company hereunder are exclusive.
- 6.2. **Company’s** liability to Client for breach of any of the terms of conditions or any agreement of any implied warranties, or any negligence or other wrongdoing in the performance of testing services, is limited to the lesser of a refund of the fee paid by Client in respect of that part of the testing service, or Twenty-Five Thousand (\$25,000.00) Canadian Dollars.
- 6.3. Notwithstanding section 6.2 hereof, COMPANY shall have no liability for any indirect, incidental, consequential, or special damages including without limitation loss of profits, loss of business, loss of opportunity, loss of data, loss of information system, loss of goodwill, or cost of the product recall.
- 6.4. Client shall hold harmless and indemnify Company and its directors, officers, employees, agents and subcontractors against all claims (actual or threatened) by any third party for loss, liability, damage, or expense of whatsoever nature including all legal expenses and related costs, howsoever arising, relating to any breach of Client’s representations and warranties contained herein, breach of any term of these terms and conditions, and the use, application, or unauthorized disclosure of any reports, results, or other documentation provided by Company.

### 7. **Dispute Resolution:**

- 7.1. Any disputes between Company and Client, which cannot be resolved after good faith discussions have been attempted, shall be finally settled under *Arbitration Act, 1991, S.O., c. 17* or any statutory modification thereof for the time being in force, and the decision of the Arbitrator shall be final and binding upon the parties. All costs of such arbitration(s) shall be at the discretion of the Arbitrator. The arbitration shall take place in Toronto, Ontario, and be conducted in the English language.

### 8. **General Conditions:**

- 8.1. Company may terminate its relationship with Client for any material breach of the Terms and Conditions. Client may terminate its relationship with Company for any reason upon written notice of termination to Company. If services are terminated by either party for any reason, Client shall pay Company in full for all services, completed in part or whole, performed through the termination date, and any reportable results, completed in whole, shall be provided to Client upon payment of services rendered.
- 8.2. Client may not delegate, assign or transfer obligations or interest in the services to be performed by Company without the prior written authorisation of Company. Company may assign or transfer some or all its rights at any time to an affiliate or third party provided such affiliate, or third party assumes Company’s obligations under any agreement with Client.
- 8.3. Except for payment obligations, if the performance of Company’s obligations to Client are interfered with, in whole or in part, by circumstances beyond the reasonable control of either party (“event of force majeure”) including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing, boycotts, or cybersecurity incident, then Company shall be excused from such performance on a day by day basis to the extent that Company’s obligations relate

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to the performance so interfered with; provided that Company shall use commercially reasonable efforts to expeditiously remove such causes of non-performance. In respect of the foregoing related to cybersecurity incidents, Company shall not be responsible for any loss, destruction, or damage to data, reports, or results, or have any liability to Client due to lack of access to data, reports or results, based on a cybersecurity incident affecting Company's operations, irrespective of whether the cause of such cybersecurity incident was internal or external and whether or not it was caused by any type of cyber-attack, network failures, human error, or any shortcomings in Company's cybersecurity systems or program unless such shortcomings were due to the gross negligence of Company.

- 8.4. These Terms and Conditions (and the terms of any quote or fees to which the Terms and Conditions may be attached), represent the entire agreement between Client and Company and supersedes all negotiations, representations, or agreements, written or oral. Terms and Conditions included in Client's purchase order, or any other document shall not be applicable. The obligations outlined in Sections 1.3, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 8.1 and Articles 5, 6 and 7 shall survive the termination of any services rendered.
- 8.5. If any of the provisions of these Terms and Conditions are, or become, null or void, such provisions shall be deemed to have been deleted and the remaining provisions hereof shall remain valid and enforceable.
- 8.6. The validity, interpretation, and performance of these Terms and Conditions and any other agreements between Client and Company shall be governed by the laws of the Province of Ontario and Federal laws of Canada, as applicable.
- 8.7. If for any reason an agreement is not signed by Client and Company, any conduct by Client which recognizes the existence of a contract on the subject matter hereof, including but not limited to Client providing samples to Company and/or performance of any service by Company for the benefit of Client shall constitute acceptance by Client of an agreement between Company and Client and these Terms and Conditions.

### **9. Changes to Terms and Conditions:**

- 9.1. Company reserves the right to change above mentioned Terms and Conditions at any time by posting the changes on Company's website. These changes will become effective 30 days after the day the notice is posted on Company's website. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Client's continued use of Company's services or products after any change to these Terms and Conditions and Company notifying Client will constitute Client's acceptance of such change. If Client does not agree with the changes to these Terms and Conditions, Client may terminate services pursuant to Section 8.1 hereof.