ETNA LABORATORIES CORPORATION

GENERAL TERMS & CONDITIONS OF SALE

(Effective 2025)

1. Scope and Application

These General Terms & Conditions (“Terms”) govern all laboratory testing, research and development studies, challenge studies, shelf-life modeling, consulting, and regulatory advisory services (“Services”) performed by Etna Laboratories Corporation (“Etna”) for any client (“Client”). By submitting samples, signing a proposal, or placing an order, Client accepts these Terms.

2. Services Provided

Etna performs food safety testing, microbiological and chemical analyses, challenge studies, shelf-life modeling, formula assessments, environmental or product troubleshooting, and scientific/regulatory consulting. All work is performed using commercially reasonable skill, accepted scientific principles, and Etna’s internal SOPs.

3. Changes to Services

Changes to scope, method, or timelines require written confirmation. Additional testing requested after samples arrive will be treated as a new order and may extend turnaround times.

4. Prices and Payment

Fees are as quoted in proposals or order confirmations. Taxes, shipping, and special handling fees are additional. Invoices are due within 30 days. Late payments may incur a $50 administrative fee plus 1% monthly interest. Etna may pause work if payment is overdue.

5. Client Responsibilities & Samples

Client is responsible for:

• Sending sufficient, properly labeled samples and a completed sample analysis request form

• Disclosing any hazards, allergens, or special handling needs

• Ensuring samples are safe for transport and analysis

Etna may reject unsafe or non-compliant samples. Client assumes responsibility for samples in transit.

6. Sample Storage and Disposal

Samples may be discarded immediately after testing unless otherwise agreed in writing. Retention requests may incur additional charges. Returned samples travel at Client risk.

7. Reports

Reports follow Etna's standard format unless otherwise agreed. Conformity statements (e.g., pass/fail) are based on numerical results and relevant regulatory thresholds unless otherwise specified.

8. Turnaround Times

Turnaround times are estimates. Etna will make commercially reasonable efforts to meet delivery expectations but is not liable for delays outside its control or caused by Client.

9. Ownership of Results & Intellectual Property

Etna retains ownership of all methods, know-how, proprietary models, and intellectual property used or developed independently of Client's project. Client owns the analytical results once invoices are paid in full. Etna may use anonymized system data to improve internal processes.

10. Litigation Support

Client must disclose before ordering if results may be used for litigation. Etna may accept or decline such work. Depositions, testimony, or legal record production will be billed at prevailing rates.

11. Limited Warranty & Limitations

All Services are performed using reasonable scientific care, but analytical results may be influenced by sampling variability, matrix effects, and method limitations. Etna does not guarantee suitability of results for any regulatory, legal, or commercial purpose. Client must independently assess risk and data applicability.

12. Liability

Etna's total liability for any claim is limited to the amount paid for the Services giving rise to the claim. Neither party is liable for consequential, incidental, punitive, or special damages. Client indemnifies Etna for third-party claims arising from misuse of results or undisclosed hazards in samples.

13. Confidentiality

Etna and Client will keep each other's confidential information secure with reasonable care. Disclosure is permitted only to personnel or subcontractors needing access or as required by law. Confidentiality obligations survive termination.

14. Subcontracting

Etna may subcontract portions of the Services to qualified laboratories, but remains responsible for subcontractor performance.

15. No Publicity

Client must obtain written permission before using Etna's name, results, reports, or logos in marketing, regulatory filings, or public statements.

16. Governing Law

These Terms are governed by the laws of the State of Florida. Disputes will first be addressed through good-faith negotiation.

17. Termination

Either party may terminate with 30 days written notice. Client must pay for all Services completed up to the termination date. Sections relating to confidentiality, liability, IP, fees owed, and governing law survive termination.

18. Entire Agreement

These Terms supersede any inconsistent Client purchase terms unless explicitly accepted in writing by Etna.

CLIENT SIGNATURE

Client Name: _____

Title: _____

Date: _____