

STANDARD TERMS AND CONDITIONS

All services provided by the Food Processing Center ("FPC") are subject to the terms and conditions stated herein. As our client, you ("Client") understand and agree that placement of any order for our services constitute acceptance of the terms and conditions stated herein. To the extent that any Client order contains any terms or conditions that vary from the terms and conditions stated herein, all such additional or varying terms and conditions shall be of no force or effect, and shall not be part of the Client-FPC relationship or contract, even if the FPC performs the requested service.

CONFIDENTIALITY: Confidentiality is maintained in all interactions with Clients. Appropriate confidentiality agreements are signed willingly. If information is subpoenaed or requested through the operation of any judicial, regulatory, or similar process, the Client is notified. In turn, the Client agrees to respect this relationship of trust. The Client agrees it will not use the FPC's name or data (or the name or data of the University of Nebraska entity) in any manner which might cause harm to the FPC (or the University of Nebraska) to be published, either alone or in association with that of any other party, without prior written approval.

LIABILITY: FPC DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ITS SERVICES, WHICH ARE PROVIDED AND ACCEPTED ON AN "AS IS" BASIS.

SAMPLE/INGREDIENT STORAGE: All finished product, ingredients, and materials must be removed from the FPC within one (1) month of project completion or production release unless prior arrangements are made in writing. Storage fees will be assessed on any product/ ingredients remaining at the FPC more than one month after project completion or production release. The FPC reserves the right to discard any ingredients that contain pests and/or any type of contamination with out notifying the client/owner in order to maintain food grade status and to follow general Good Manufacturing Practices.

PAYMENT TERMS: Payment terms are Net 30 days. **Payments not made in full within 30 days of the date of the invoice will bear simple interest at a rate of 8 percent per annum.** Prices are subject to change without notice.

BILLING: All fees or bills are charged directly to the Client, unless a third party has been authorized via a signed statement indicating payment responsibility.

LITIGATION: All costs associated with litigation or dispute, including compliance for all document subpoena, for oral or written testimony or preparation of same, or for any other purpose related to work provided by the FPC in connection with analyses/reports performed/completed for the Client, shall be paid by the Client. Such costs include, but are not limited to, hourly charges, travel, accommodations, mileage, counsel, and all other expenses associated with said litigation or dispute.

Changing or altering any of these documents, aside from filling in the requested field, is not permitted and may result in the refusal of services.

Initials

