

**MicroBEST Laboratory**  
22207 Starks Dr.  
Clinton Twp, MI 48036  
586-598-5980  
[www.microbestlab.com](http://www.microbestlab.com)

## **Chain of Custody Terms and Conditions**

**2/8/2016**

**Custody Information:** By completing the Chain of Custody you are authorizing MicroBEST Laboratory to perform the analysis that is written in the Analysis Needed section. You are also agreeing to the Terms and Conditions provided below.

**Special Instructions:** Please let us know of any special circumstances associated with your samples(s). This can include if you need the report or invoice to go to another address other than that listed in the Client Information, etc.

**Samples Received:** Samples received will be considered property of MicroBEST Laboratory. Samples will not be returned or retained after the testing period has ended. It is the sole discretion of MicroBEST Laboratory to determine disposal of said samples.

**1. Relationship of Parties.** The relationship between the parties shall be that of an independent contractor providing services as set forth in this Agreement and shall constitute neither a joint venture nor an employer-employee relationship. Neither party may obligate the other party and expense or liability outside of this Agreement except upon the prior written consent of the other.

**2. Performance; Compliance with Laws.** In performing the Services, the Laboratory warrants that it will use the degree of skill and diligence normally exercised by testing laboratories in performing the same or similar service. EXCEPT FOR THE FORGOING WARRANTY, MICROBEST LABORATORY MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES STATUTORY AND OTHERWISE ARE HEREBY EXCLUDED. Notwithstanding the forgoing, in the event the client requests, from MicroBEST Laboratory, any test results prior to the laboratory's completion of such tests and laboratory provides such results noted with the words "preliminary" or similar statement, such results shall be proved without any warranty or representation with regard thereto.

**3. Payment.** All invoices will be paid by Client within 30 days of invoice and Laboratory may charge reasonable late fees on past due accounts. Client will reimburse MicroBEST Laboratory within 30 days for all collection and legal fees incurred by MicroBEST Laboratory in Collection of debts from Client.