

## Supplemental Terms and Conditions for Analytical Testing Services

These Supplemental Terms and Conditions for Analytical Testing Services (the “**Testing Services Terms**”) are appended to the MXNS general Terms and Conditions for Services (the “**General T&Cs**”) and apply to all contracts for the performance of analytical testing services by MXNS (the “**Testing Services**”). These Testing Services Terms and the General T&Cs are incorporated in their entirety into and form a part of any proposal or agreement for Testing Services entered into between Customer and MXNS. Capitalized terms not otherwise defined herein shall have the same meaning as ascribed to them in the General T&Cs.

### **1. Service Reports**

- 1.1. Upon completion of testing, Results will be delivered in the form of a Certificate of Analysis (“**COA**”).
- 1.2. The data contained in the COA pertains solely to the analytical and sampling procedure(s) used and the homogeneity of the sample(s) received.
- 1.3. Results only apply to samples as received.
- 1.4. The COA does not imply that MXNS has been engaged to consult upon the consequences of the analysis or for any action that should be taken as a result of the analysis.
- 1.5. Should Customer request a statement of conformity to its specification or standard, Customer acknowledges and agrees that any such statements contained in the Results are provided by MXNS without taking measurement of uncertainty into account.

### **2. Fees and Price Adjustments**

- 2.1. Unless specifically quoted in the Service Order, compositing or sample preparation fees have not been applied to Customer’s samples. Should Customer’s test needs change such that extensive sample preparation is required, or large compositing schemes are implemented, pricing may be adjusted to reflect the time required to complete these processes.
- 2.2. The pricing stated in the Service Order is based on sample volume estimates provided by the Customer. If, at any time following ninety (90) days from the Effective Date of the Service Order, actual sample volumes are lower than the estimated sample volumes, then MXNS reserves the right, subject to prior notification, to increase the pricing based on the sample volumes actually tested by MXNS.
- 2.3. The pricing of any tests to be performed by subcontracted laboratories outside the MXNS network, as specifically identified in the Service Order, is subject to change at any time with prior notification to Customer or MXNS.

### **3. Timing & Surcharges**

- 3.1. Standard turnaround times for all tests are set forth in the Service Order and are indicated in business days.
- 3.2. Turnaround Times (TATs) listed in the Service Order are based on when the samples arrive at the MXNS laboratory. TATs outlined in the Service Order are based on negative results. Further confirmation may be required for some testing.
- 3.3. Customer must call to discuss any rush requests with MXNS prior to submitting samples to ensure that the requested turnaround time is possible. Turnaround times are subject to capacity, staffing, and sample volumes within the applicable laboratory, and rush surcharges of at least 50%, as determined by MXNS and communicated to Customer at the time the rush request is made, will be added to the cost of any such tests performed on an accelerated basis, with higher surcharges applicable to shorter turnaround times.

### **4. Sampling and Picking**

- 4.1. Customer shall be responsible for submitting its own samples, unless otherwise indicated in the Service Order.

- 4.2. MXNS shall not be liable for any reason due to defects inherent in the sample(s).

### **5. Shipping**

- 5.1. Customer shall ensure that all samples shipped or otherwise delivered to MXNS are (i) fully described on all shipping/delivery documents, (ii) properly packaged, and (iii) accurately marked and labeled. If a shipment contains hazardous materials or other dangerous items or governmentally regulated substances, the packaging and contents of the shipment shall be conspicuously labeled with content information and all necessary and advisable warnings and proper handling instructions and restrictions.
- 5.2. Customer shall be responsible for damages incurred by MXNS, its employees and its independent contractors that are the result of (i) Customer withholding safety information about handling any materials delivered to MXNS, or (ii) the nature and content of any materials delivered to MXNS.
- 5.3. MXNS shall not be responsible for any loss, damages or delays resulting from (i) untimely, incorrect, incomplete or missing shipping or handling information, (ii) the nature or content of any shipment, including any defect, characteristic or inherent vice of the shipment, or (iii) damage to or loss of articles or alteration in any manner of the contents of a shipment (including, but not limited to spoilage, contamination or chemical changes affecting samples) as a result of improper packaging, shipping conditions or damage to packaging during shipment.
- 5.4. If MXNS ships samples internationally on Customer’s behalf, Customer agrees to pay for all fees associated with shipment of Customer’s samples including but not limited to customs clearance fees, permit fees and other government agency fees, which are variable and are applied on a case-by-case method. MXNS will work with Customer to mitigate any known clearance formalities before shipment.

### **6. Insurance and risk of loss**

- 6.1. Customer shall bear the insurance responsibility for the samples used for testing by MXNS. The samples may be destroyed, changed or irrecoverable during the testing process. For the avoidance of doubt, Customer hereby irrevocably waives all claims against MXNS for the loss, conversion, alteration or damage of samples during the testing process.
- 6.2. Customer shall ensure that no claim shall be made against MXNS for loss or damage of the products delivered for testing caused by any reason other than MXNS. All chemical samples will be retained for one month from the date of the report or for an appropriate period determined by the characteristics of the sample. After this period, the samples shall be destroyed by MXNS.

### **7. Not co-opting employees**

- 7.1. During the performance of this agreement and within two years after its termination or rescission, the parties agree that they shall not recruit or employ any technical or professional personnel of the other party without the prior written approval of the other party.

### **8. Exclusive use and compensation**

- 8.1. To supplement Article 14 of the General T&Cs, MXNS shall not be liable for any breach of contract or compensation for analysis reports generated due to unclear, incorrect, incomplete, misleading or false information provided by Customer; or MXNS fails to complete the inspection as stipulated in the agreement due to non-Party B’s reasons and Customer suffers any loss or damage caused by the service, MXNS shall not be liable for breach of contract or compensation.