



LABORATORY SERVICE AGREEMENT

BEL Assigned ID#: _____

BUSINESS CONTACT INFORMATION		
Company Name:		
Company Address:		
City:	State:	Zip Code:
Main Company Contact:		Phone:
Email:		Fax:
PRIMARY COMPANY BILLING INFORMATION		
Primary Billing Address:		
City:	State:	Zip Code:
AP Contact:		AP Phone:
AP Email:		AP Fax:
AP Supervisor Name/Phone:		
Purchase Order Required:		
Purchasing Agent:		Phone:
Email:		
Send all Test Reports to the following contacts, include email addresses. Include any special Invoice instructions:		
AGREEMENT		
<ol style="list-style-type: none"> 1. All invoices are to be paid 30 days from the date of invoice. 2. Credit Cards are accepted; however, a 3% convenience fee will be added to the invoiced amount. Bank Wire payments are accepted at no additional cost. 3. You agree to pay for all collection fees and other costs incurred if your account is turned over to a collection agency. 4. By signing this agreement, you are subject to the attached terms and conditions. 		
AUTHORIZED SIGNATURES		
Company Sign:	Biomass Energy Lab Sign:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	

Please email completed/signed form to your Biomass Energy Lab contact prior to the start of testing.

Biomass Energy Lab

Laboratory Terms and Conditions

The provisions of these Laboratory Terms and Conditions shall apply with respect to any and all services that Biomass Energy Lab (BEL) provides to or at the request of the “Client”. In the event of any conflict between the terms of this Agreement and any proposal, statement of work or other document executed by BEL and Client, the terms of this Agreement shall apply and supersede the terms of such other agreement, unless and only to the extent such other agreement specifically references this Agreement and states that it supersedes this Agreement.

1. *Term and Termination.* This Laboratory Service Agreement shall be effective as of the date executed by Client, and shall remain in effect until terminated by either party by written notice to the other party; provided, however, in the event that BEL continues to provide services to Client following a notice of termination by Client the terms of this Agreement shall continue to govern those services. Following any termination that is initiated by Client, Client agrees to reimburse BEL for costs BEL incurs in terminating a project or services hereunder.

2. *Relationship of the Parties.* At all times while performing services for Client, BEL shall be an independent contractor of Client. As such, BEL shall not be deemed to be an agent or representative of Client and shall have no authority to legally obligate or bind Client.

3. *Service Level.* BEL will use its reasonable best efforts to provide all services with due care and skill and in accordance with industry best practices. BEL personnel providing services hereunder will be properly trained and qualified to provide such services. BEL will use its reasonable best efforts to comply with all applicable laws and regulations with respect to the performance of services hereunder.

4. *Payment.* Client agrees to pay all BEL invoices in full within thirty (30) days of receipt. Invoices not paid within sixty (60) days shall bear interest at a rate of 1.5% per month.

5. *No Recruitment of Personnel.* Each of BEL and Client agree not to hire or solicit for the performance of services any employee or independent contractor of the other party without such other party’s prior written consent during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement.

6. *Confidentiality.* All information obtained or created during the performance of services hereunder shall be treated confidentially by BEL. BEL shall inform Client, in advance, of any information it intends to place in the public domain unless Client has made such information publicly available, or unless otherwise agreed between BEL and Client (*e.g.* for the purpose of responding to complaints). In the event BEL is required by law or authorized by contractual commitments to release confidential information of or relating to Client, BEL shall, unless prohibited by law, notify Client of the information released.

7. *Indemnification.* Client will hold BEL and BEL’s affiliates, shareholders, directors, managers, officers, employees, agents and representatives (collectively, the “Indemnitees”) harmless from any claims, damages, charges, liabilities, demands, expenses, lawsuits or other obligations of any nature (including, but

not limited to, attorneys' fees and costs), that are threatened, asserted or secured against, or are incurred, sustained or suffered by, an Indemnitee in connection with, or directly or indirectly resulting from (a) Client's acts or omissions or conditions, or (b) conditions at any Client site where BEL personnel perform services. Client's indemnification obligations pursuant to this Agreement shall survive cancellation or termination of this Agreement, regardless of the reason for such cancellation or termination.

8. *Conformity Statements.* When conformity statements are provided, BEL uses the "Simple Acceptance" decision rule per ILAC-G8 – *Guidelines on Decision Rules and Statements of Conformity*. Simple acceptance is a conformity statement whereby a Testing Laboratory result is directly compared with a specified limit for determining pass or fail. Simple acceptance is a shared risk model whereby all parties accept that Measurement Uncertainty (MU) is inherently part of all laboratory testing. Refer to ILAC-G8 – *Guidelines on Decision Rules and Statements of Conformity* for more information.

9. *NO WARRANTY.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BEL MAKES NO WARRANTY WITH RESPECT TO THE SUFFICIENCY, ADEQUACY, QUALITY OR APPROPRIATENESS OF SERVICES PROVIDED HEREUNDER. BEL EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED.

10. *LIMITATION OF LIABILITY.* NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BEL'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES INCURRED FOR BEL'S PROVISION OF SERVICES TO CLIENT HEREUNDER.

11. *Severability.* The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect.

12. *Governing Law and Venue.* This Agreement shall be governed by the laws of the U.S. State of Georgia. If Georgia's conflict of law rules would apply another state's laws, the parties agree that Georgia law shall still govern. Any controversy or claim arising out of or relating to this Agreement or its breach shall be brought in a state or federal court of competent jurisdiction in the State of Georgia. Client waives any objection to jurisdiction or venue with respect to an action brought in such courts.

13. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.