



## Customer Sample Submission Form

1. Please complete this form with as much sample information as you can provide.
2. Enclose the samples in a suitable container that will preserve them and label the container, legibly, with the same sample name that appears on this form. Any discrepancies will cause delays in testing.
3. Print, sign, and date that you accept the terms and conditions.
4. Ship the samples to:  
 Attn: Joel Lischefski  
 Teel Analytical Laboratories  
 1060 Teel Ct.  
 Baraboo, WI 53913

Customer Name: \_\_\_\_\_

Quote Number: \_\_\_\_\_

<u>Sample Name</u>	<u>Test Description (Please be as specific as possible, use additional space if necessary)</u>
<u>Sample Description</u>	

<u>Sample Name</u>	<u>Test Description (Please be as specific as possible, use additional space if necessary)</u>
<u>Sample Description</u>	

<u>Sample Name</u>	<u>Test Description (Please be as specific as possible, use additional space if necessary)</u>
<u>Sample Description</u>	

Would you like the samples returned after analysis? Yes  No

If yes, Fed Ex Account#: \_\_\_\_\_ or UPS Account#: \_\_\_\_\_

For additional samples or added space please use another form.



## Terms and Conditions

1. The organization identified on the first page this form (Client) and Teel Analytical Laboratories (TAL) agree to these Terms and Conditions for TAL's performance of analytical, characterization, testing, or consulting services (Services). TAL's standard charges apply to all Services performed unless otherwise agreed upon in writing. TAL will issue invoices for Services contracted. Client shall pay invoices Net-30 days from date of invoice. Invoices will bear interest at 1.5% per month starting thirty days from the invoice date.
2. Client acknowledges that TAL performs Services solely to provide Client with information, data, and analytical results. Client promises not to use TAL's work product in advertising or promotional activities. Client further agrees not to use TAL's Services as any form of endorsement of Client's interests, and not to reproduce TAL's written work in whole or in part for such purposes. Client will not, without TAL's prior written consent which TAL may withhold for any reason, mention or imply the identity of TAL in any of Client's promotional materials, advertising or publicity. If Client wishes to use TAL's work product as evidence in any dispute, litigation or other legal action, Client will inform TAL of their intent and seek TAL's written concurrence prior to TAL commencing the Services.
3. TAL warrants that: i) TAL will use sound and professional principles and practices in accordance with industry standards in performing the Services; ii) the Services will reflect the best professional knowledge, skill and judgment of TAL personnel providing the Services; and iii) the Services' performance will proceed in accordance with generally accepted protocols and practices where applicable. If within one year of performance, the Services fail to meet this warranty in any material respect, TAL will re-perform any nonconforming Service at TAL's expense, and the re-performance will comprise Client's sole and complete remedy for breach of warranty by TAL. While TAL makes substantial effort to produce quality work, TAL makes no warranties about the accuracy or reproducibility of the Services performed by TAL, and **TAL disclaims all warranties, express or implied, of suitability for a particular purpose.**
4. Client represents and warrants that they have the right to submit the samples to TAL for testing. TAL shall take no responsibility if Client submits samples that are not Client's property or if the samples are submitted in violation of a confidentiality, non-analysis, nondisclosure, or similar agreement.
5. Client will defend, indemnify and hold TAL harmless from and against all claims, suits, damages, costs and expenses attributable directly or indirectly, in whole or in part, to any use or reliance made by Client of the results, opinions, data or other information arising out of the Services, except to the extent attributable to TAL's gross negligence or willful misconduct.
6. TAL shall have relief from TAL's obligations to perform Services to the extent Force Majeure prevents performance. TAL will work diligently to cure any Force Majeure, but shall have no obligation to take any action against sound business practice.
7. TAL and TAL's employees and agents will maintain all data, information and results from the Services in confidence and, except with Client's prior written consent, TAL will not disclose the information to any third party except in response to an order of a court competent jurisdiction. This obligation of confidentiality will expire five years after the date TAL completes the Services. Nothing in this Agreement precludes TAL from performing work similar or identical to the Services for a third party.
8. The law of the State of Wisconsin will govern the interpretation of this Agreement excluding any conflicts of law provisions. **In no event shall a party hereto have liability to the other party for indirect, punitive, exemplary, consequential, or loss-of-profit damages in connection with the performance of duties and obligations hereunder.**
9. Either party may terminate this contract for Services at any time by providing written notice. Upon termination, Client will pay TAL for Services provided to date, including any work in progress. The confidentiality and indemnification provisions shall survive termination.
10. This document embodies the entire understanding between the parties regarding the provision of Services, including any purchase order from Client, and modification or amendment of these terms can occur only by a written agreement signed by both parties.

I have read and agree to the terms and conditions and am authorized to request this testing:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date