

**IMPORTANT: YOU MUST
OPEN THIS DOCUMENT IN
ADOBE ACROBAT FOR THE
SUBMIT BUTTON TO
FUNCTION AND FOR FORM
FIELDS TO WORK PROPERLY.**



NEW CLIENT ACCOUNT SET-UP

COMPANY INFORMATION	BUSINESS NAME			
	NAME OF PRIMARY CONTACT			
	FACILITY ADDRESS			
	CITY	COUNTY	STATE	ZIP CODE
	EMAIL			
	PHONE			
	WEBSITE			
	LICENSE #	AUTHORIZATION TYPE <input type="checkbox"/> OHA <input type="checkbox"/> OLCC		EXPIRATION DATE

AUTHORIZED REPRESENTATIVES:	NAMES OF PERSON(S) AUTHORIZED TO MAKE TRANSACTIONS, SUBMIT SAMPLES, AND RECEIVE INFORMATION ON BEHALF OF PRIMARY:		PHONE	EMAIL

ACCOUNTS PAYABLE	INVOICE CONTACT PERSON		
	INVOICING EMAIL		
	INVOICE PHONE #		
	BILLING ADDRESS		
	CITY	STATE	ZIP CODE

PRODUCT INFORMATION	SAMPLE TYPES: MARK ALL THAT APPLY		SAMPLE VOLUME/MONTH EXPECTENCY	
	<input type="checkbox"/> FLOWER <input type="checkbox"/> TRIM <input type="checkbox"/> CONCENTRATE/ EXTRACT <input type="checkbox"/> EDIBLE <input type="checkbox"/> TOPICAL <input type="checkbox"/> OTHER: _____		<input type="checkbox"/> <5 <input type="checkbox"/> 5-10 <input type="checkbox"/> 10-15 <input type="checkbox"/> 20+	

EMAIL FORM TO TEST@3BANALYTICAL.COM
OR FAX TO 503-212-4797

TERMS AND CONDITIONS AGREEMENT

STANDARDS OF OPERATION

3B Analytical, LLC, hereafter referred to as 3BA, is ORE-LAP accredited and OLLC licensed to perform cannabis testing within the state of Oregon. 3BA assures all analyses performed within the laboratory's scope of accreditation will be executed in accordance with the rigorous quality standards and regulations set-forth by the TNI standard and the laboratory's Quality System, and where applicable, will demonstrate regulatory compliance. The CLIENT acknowledges 3BA may sub-contract test analyses as necessary. 3BA does not guarantee turnaround times for test results. In the event that 3BA makes an oversight, error or omission in the sampling, testing, or reporting of analyses under this Agreement, 3B agrees to perform duties necessary to re-test the affected analyses at no charge to client. 3BA maintains samples for a minimum of 30 days after release of test results, and subsequently disposes of samples in accordance with applicable laws and regulations.

CLIENT CONFIDENTIALITY:

3BA maintains a strict client confidentiality policy, and will make its best effort, within technology and laboratory limitations, to keep information related to work performed for the CLIENT confidential and propriety. 3BA's confidentiality policy is to not divulge or release any information to a third party without proper authorization, with the exception of state required reporting. Information regarding test results will only be released to authorized persons on the CLIENT ACCOUNT SETUP FORM. It is the CLIENT'S responsibility to notify 3BA in writing of any changes to the list of authorized parties.

REQUEST FOR CANNABIS ANALYSIS/ SAMPLING FEES:

As pursuant to 333-007-0315, the CLIENT must provide the laboratory, prior to the sampling event, with an order for testing. The CLIENT is responsible for accurately and comprehensively representing the Harvest and/ or Process Lot on the REQUEST FOR CANNABIS ANALYSIS FORM when ordering testing. Misrepresentation of the Harvest and/or Process lot or otherwise inaccurate information provided on the this form, may lead to a denial of services and charges incurred. The CLIENT agrees to pay sampling time and travel fees for any sampling event that is cancelled due to incomplete, inaccurate, or misrepresented information or factors otherwise in the CLIENT's control.

If the CLIENT informs 3BA that a marijuana item is being re-sampled after a failed test or has a certified control study, the CLIENT must provide the laboratory with documentation of the failed test or certified control study as applicable. It is the CLIENT'S responsibility to order the tests necessary to comply with the OHA, OLCC, and other applicable regulatory bodies.

PAYMENTS TERMS AND NET 30 ACCOUNTS

Payment is due in full at the time of service, unless the CLIENT has a NET 30 contract executed with 3Ba. New accounts are accepted by cash, Visa, Mastercard, or check. 3Ba reserves the right to suspend testing services and withhold test results from CLIENTS who fail to make payment or default on NET 30 terms of agreement until payment is received or account balance reconciled. NET 30 terms are as follows: The total outstanding balance is due 30 days after the invoice is received. 3BA will assess an interest penalty of 1.5% of the invoiced amount on all past due accounts until the balance is paid in full. Client agrees to pay all cost incurred by 3BA in collecting unpaid debt (including reasonable attorneys' fees). A fee of \$35 will accessed on all returned checks.

REANALYSIS OF FAILED SAMPLES

All requests for reanalysis after failed tests must be submitted in writing within 7 days of the receipt of test results. Test will be performed in accordance with Oregon Administrative Rules, and the CLIENT will be invoiced for this reanalysis unless the results do not agree with the original analysis in terms of pass/fail determination.

REPEAT ANALYSIS

Per OAR- 333-007-0315, laboratories are restricted from performing repeat compliance analyses for a registrant or licensee on marijuana item. However, if it comes to the attention of 3BA that there was a probable testing or sampling oversight, error, transposition or omission, the compliance analysis may be repeated.

CANCELLATIONS

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Cancellations that occur when the sampler is in transit will be subject to a \$100 service charge or \$20 per hour traveling fee, whichever is greater. If sampler is on-site and has begun sampling, the client will be charged 50% of the canceled order. Once the samples are received by the laboratory, no portion of the order can be canceled or refunded.

INDEMNIFICATION AND LIMITATION OF LIABILITY

The CLIENT agrees to indemnify and hold harmless 3BA and its directors, officers, employees, against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs), except with respect to claims arising from gross negligence or willful misconduct by 3BA, which arise out of, relate to or result from any act or omission in the performance of their obligations under this agreement or any governing law or regulation.

The CLIENT agrees that 3BA will not be liable for any damages whatsoever, including direct, indirect, incidental, special, consequential or exemplary damages including lost expenses or profits, arising from the performance of obligations or failure to perform under this agreement. In no event will 3BA's aggregate liability to client or any third party in any matter arising from, relating to or connected with service or these terms exceed the amount invoiced to the customer for said work.

USE OF ANONYMOUS DATA BY CONFIDENT CANNABIS

The CLIENT acknowledges that 3BA utilizes an online third party service, Confident Cannabis, for its Laboratory Order Management System and test reporting platform. The CLIENT acknowledges and agrees that Confident Cannabis may use and disclose Anonymous Data extracted from Lab Test Results that are provided by 3BA to you for any purpose. "Anonymous Data" means any data from such Lab Test Results that is not associated with or linked to CLIENT's name, address, email, website or other information that would identify the CLIENT, including data that has been aggregated with similar Anonymous Data from Lab Test Results provided to other Users of the Service.

CLIENT SIGNATURE ON THIS DOCUMENT INDICATES UNDERSTANDING AND AGREEMENT TO HITHERTO EXPRESSED TERMS AND CONDITIONS. TERMS AND CONDITIONS ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. UPDATED TERMS AND CONDITIONS CAN BE FOUND AT 3BANALYTICAL.COM. ALL ORDERS PLACED AFTER A REVISION TO TERMS AND CONDITIONS, ARE SUBJECT TO THE UPDATED CLAUSES OF THE TERMS AND CONDITIONS AGREEMENT.

COMPANY NAME:	
PRINTED NAME OF ACCOUNT PRIMARY:	
*ACCOUNT PRIMARY SIGNATURE:	
DATE:	

***IF YOU HAVE DIFFICULTY WITH SIGNATURE, PLEASE SUBMIT WITHOUT SIGNING AND WE WILL COLLECT AT TIME OF SAMPLING**

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