

General Terms and Conditions

ANRESKO INC. – 1375 VAN DYKE AVENUE – SAN FRANCISCO, CA 94124 TOLL FREE: 1-800-359-0920 LOCAL: 415-822-1100

The terms and conditions of the contract between ANRESKO, Inc., hereby referred to as ANRESKO Laboratories, are set out below. These terms and conditions supersede any previous conversations or written memoranda between ANRESKO Laboratories and the involved parties. Any commitment by ANRESKO Laboratories representatives or agents is only valid if accompanied by a written, signed confirmation by ANRESKO Laboratories on ANRESKO Laboratories letterhead. No contract exists in the absence of such documentation.

A customer order will only be valid with written documentation from the customer. Written documentation must be on Customer letterhead or on the ANRESKO Laboratories Chain of Custody form (“Submission Form”) available from ANRESKO Laboratories. The customer order must include specific instructions, contact person’s name, phone number, address and any special requirements. Phone or e-mail orders must be confirmed by written documentation. In the absence of written documentation, ANRESKO Laboratories is not responsible for the selection of the test procedures used for the affected samples and customer assumes all responsibility.

Each customer order is a new contract and not subject to the same commercial considerations of any previous contracts with the same customer. These considerations include, but are not limited to, price and turnaround time.

ANRESKO Laboratories reserves the right to amend any information provided in ANRESKO Laboratories’ advertising or price lists, website or other written or digital materials at any time. Such material in no way commits ANRESKO Laboratories.

Mission Statement

ANRESKO Laboratories is dedicated to providing the highest quality analytical data that is defensible, ethical, accurate and independent. Our commitment is supported by effective quality systems, current technology, technical expertise and efficient customer service.

Suggestions for Sample Submission

- Provide representative samples of the products to be analyzed. Results apply only to the samples submitted. Provide estimated levels if known, especially for added nutrients.
- Provide specific written instructions. Clearly label and identify each sample. We prefer submissions made on the ANRESKO Submission Form but we also accept requests made on your company letterhead or your company purchase order. Please include sample identification, written instructions, and a list of analyses to be performed for each sample.
- Please state serving size and package net weight for nutritional label testing.
- Package and ship samples promptly. For perishable samples, freeze and ship with dry ice or ice packs via overnight delivery. Do not ship on a Friday as samples cannot be received on weekends.
- Call for assistance at 1-800-359-0920 or 415-822-1100 if you have any questions.

Prices

The ANRESKO Laboratories’ pricing is subject to change at any time. It is the customer’s responsibility to confirm pricing before services are started. Shipping provided by ANRESKO Laboratories are not included in test fees and will be added to the cost of services.

Payment Policy

Prepayment is required for first time OR inactive customers prior to releasing results.
Payment terms are net 30 days of invoice date.
Third party billing: a signed authorization must be received from the party being billed for their service.
A late charge of 1.5% per month may be added to all unpaid balances.
Delinquent accounts may be served on a C.O.D. basis.
Accounts delinquent for 90 days or longer will be scheduled for collection.

Discounts

Discounts are based on the number of samples at one time or over a period of time and the number of tests per sample. For certain studies or large volume projects, greater discounts may be offered. Discounts are subject to change at any time at the discretion of ANRESKO Laboratories.

Turnaround Time: ~10 – 15 Full Working Days from Receipt of Sample

Turnaround times are meant to serve as a general guide for routine sample analysis. Customers should recognize that certain conditions may impact sample turnaround time (i.e., excessive sample backlog, complexity of testing, personnel changes, equipment failure, etc.). ANRESKO Laboratories is not responsible for missing target turnaround times. Any loss suffered by the customer or third party due to a delay in reporting test results is not the responsibility of ANRESKO Laboratories.

Receipt and Storage of Samples

Analytical samples are stored frozen, refrigerated or at room temperature upon receipt. Storage conditions are based on instructions supplied by the customer, or is based on the nature of the sample matrix. Samples will be retained for a period of 15 days after reporting results. Perishable samples will be retained for a minimum of 5 working days. If your sample needs to be retained for a period longer than these times, please check the pertinent box under Special Instructions on your Submission Form. Storage fees may apply for long-term stability studies. Hazardous material samples will be accepted for analysis under the condition that they will be returned to customer. A return fee or disposal charge may be added to the analysis fee.

Limit of Liability

ANRESKO Laboratories shall not be liable for any loss, damage or delay during shipping. ANRESKO Laboratories’ liability for any failure in analytical work (quality, timelines, etc.) is the amount charged by ANRESKO Laboratories for the work performed. Results pertain only to and are limited to the specific samples tested.

Records Retention

Reports, records and laboratory notebooks will be held for no fewer than 5 years in electronic format and 2 years in hard copy format from the time the data was generated. These holding times for records apply in general to all regular sample related records.

Confidentiality

All results, information and reports are strictly confidential and the property of the customer contracting the services of ANRESKO Laboratories. No results, information or reports are released to a third party without the written permission of the customer. Access to ANRESKO Laboratories is limited to authorized personnel and strict confidentiality is maintained in all interactions with customers. Mutual non-disclosure agreements are executed upon request. Test results must be reproduced only in full and require the prior written permission of ANRESKO Laboratories.

Subcontracting

ANRESKO evaluates its capabilities, resources, and capacity before work is accepted for testing. At times, when ANRESKO sees fit and necessary, it may outsource all or a portion of the analysis requested by a customer. In such an event, ANRESKO will maintain its responsibility for the quality of a subcontractor’s work. For analyses within its scope of accreditation, ANRESKO will select from its approved list of subcontractors, which are labs accredited for ISO/IEC 17025:2005 or otherwise deemed to be competent to perform such work. The only exception to ANRESKO being responsible for the work is when a customer or regulatory authority specifies a subcontracted laboratory. This option is available to all customers on the Customer Service Agreement (“CSA”).