

Terms and Conditions

1. Contract Terms

These terms and conditions apply to your purchase of MaryGold Lab Services, including but not limited to products, tests, consultation, and any service we provide.

In the event of a conflict of terms contained in this agreement document, a statement of work takes precedence over these terms and any written contract signed by both parties takes precedence over either. These terms supersede all prior communication between MaryGold LLC. and contracting parties, whether written or oral, relating to the work, except for a written contract signed by both parties. Your submission of a purchase order or other similar documentation to indicate payment for work indicates your acceptance of these terms.

2. Performance of work

We will perform the work as an independent contractor using methods, materials, equipment, and/or related intellectual property that has been proven to be accurate, reproducible, and validated in the scientific community. Utilization of these methods will allow us to deliver to you data and/or material that will be termed “deliverables”. Deliverables may also include data or materials that result from the use of materials you supplied. We will make a good faith effort to start and complete all work on time, and notify you if substantial delays are likely. We will comply with all laws and regulations generally applicable to work, and with any specific regulatory framework agreed upon in contract.

3. Client Material and Data

You will provide us with client materials specified in each of our tests, in compliance with applicable laws and regulations and in sufficient amount, as well as relevant safety information and other characteristics of client materials that we need to perform the work, including without limitation any certification or documentation of client materials we reasonably request of you. The client materials, and all information about client materials, whether you provide it or we generate it in the performance of work (such information collectively referred to as “Data”), shall be subject to the confidentiality and non-use requirements of Section 6. Upon completion of the work we will maintain records for the data for no less than 1 year. We will use client materials and data in accordance to written contract. We will not modify or return client material except when agreed upon by both parties. Any client material not consumed by testing will be destroyed after 90 Days. We will not transfer client material, in whole or in part, to any third party, other than a subcontractor, without your prior written approval.

4. Payments

Payment is due for the work within 30 days after the date of the respective invoice, which we will send to you when we complete the work (or portion thereof), according to the payment schedule and currency specified in work order. If you default on any payment when due, we — at our option and without prejudice to our other lawful remedies — may delay performance, defer delivery, charge interest on undisputed amounts owed, and/or terminate our agreement.

5. Ownership of Data

Ownership of data is shared between both parties unless otherwise expressly agreed in contract you will be the exclusive owner of all unblinded data and client material. We will own our laboratory notebooks or other records maintained with respect to the work; but to the extent such notebooks or records contain any data or other confidential information of yours, such data and confidential information will continue to be your property, and the parts of the notebooks and records that contain your confidential information will be subject to our obligations of non-use and confidentiality. We reserve the right to use blinded data for future studies, statistics, refinement of methods or procedures in accordance to keeping confidential data and its origin blinded.

6. Confidentiality

We will treat all data and client Material as proprietary and confidential to you, and will not disclose data or client materials to any person except to our employees, consultants, and subcontractors as necessary for purposes of providing the work, and then only subject to a written confidentiality agreement that includes the requirements specified herein. If we disclose any information or materials to you, you will treat such information and materials as proprietary and confidential to us. Each party shall protect the proprietary and confidential information or materials of the other party by using the same degree of care as such party uses to protect its own materials and information, but in any event no less than a reasonable degree of care. However each recipient party shall have no obligation to the other party for any information or materials that is: (a) already known to the recipient party; (b) publicly known other than by a wrongful act of the recipient party; (c) received from a third party lawfully entitled to disclose it.

7. Warranty

Our sole warranty for performance of work is that the work will be performed with due care in accordance with: (a) our contractual obligations and parameters of the test; (b) laws, regulations, and generally prevailing industry standards applicable to such work. We do not warrant or represent that the work will confer to anything more than the samples given to us tested in good faith. If you believe that we are in breach of our limited warranty, or have made a material error in the work that renders the results of such work invalid, you must notify us of such error in writing or email, within 1 month after receipt of the invoice that said sample is on.

Remedies. For valid warranty claims made, we will either (i) repeat the particular work at our own expense or (ii) refund to you the fees actually paid for the particular work giving rise to the breach of warranty.

Limitations. The warranty set forth in this section is in lieu of any and all other warranties relating to the work, express or implied, including without limitation, any implied warranties of satisfactory quality, merchantability, or fitness for a particular purpose. We shall not be liable under any legal theory, for any indirect, special, or consequential damages or for loss of profits or loss of business, even if we had notice of the possibility thereof. Our liability to you for breach of any provisions of the contractual agreement (other than breach of warranty) shall be limited to damages in an amount not to exceed the fee to be paid for the work. Nothing in a custom

agreement shall limit or exclude the liability of either party for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation.

8. Indemnification

Except to the extent caused by our willful misconduct, you shall indemnify and hold harmless us, our affiliates, and our and their respective officers, directors, and employees from and against any and all expenses (including but not limited to reasonable attorney's fees), and losses incurred by any such indemnified party in connection with any claim asserted by a third party based on client materials, work performed and any and all damages caused by deliverables.

9. Changes

Modifications to the work must be agreed by both parties in writing and may require changes in the fees or timelines. In providing of services changes of the scope of packages may be negotiated upon and tailored to an individual client.

10. Miscellaneous

The contracts signed shall be governed by the laws of the state of Arkansas, USA for portions of work performed in the United States. Except for payment obligations, neither party shall be responsible for failure to perform its obligations due to natural disaster or other force majeure causes beyond reasonable control. Neither party shall use the name of the other party or of its employees in any promotion or publication without consent.