

**IOWA CENTRAL FUEL TESTING LABORATORY DISCLAIMER
AND
Terms and Conditions of Business with Iowa Central Fuel Testing Laboratory**

Here you will find our terms and conditions and general disclaimers of laboratory reports and general business policies that you may obtain as a customer/client.

REPORTS AND ALL CERTIFICATES OF THE IOWA CENTRAL FUEL TESTING LABORATORY ARE ISSUED SUBJECT TO THE FOLLOWING TERMS, CONDITIONS & DISCLAIMERS:

Note that the Iowa Central Fuel Testing Laboratory will be referred to as **“The Company”**.

1. Reports are issued free of any alterations or additions. The Company does not accept any liability whatsoever for the tampering or any unlawful alteration of documents sent via any electronic transmission media.
2. Reports/certificates or any attachments shall NOT be reproduced, except IN FULL, without the prior written consent of the Company. Reports/certificates and any attachments by the Company will be e-mailed in pdf format to the customer/client.
3. Reports relate ONLY to the samples tested and are issued in good faith.
4. Tests outsourced are clearly identified as outsourced in reports and will only be outsourced with the written approval of the client/customer. Services are only outsourced to competent organizations as approved by the Company.
5. Every reasonable care is taken to ensure that the reports are accurate. Regarding the conclusions and/or opinions drawn from the results of these tests or investigations, the Company does not accept responsibility for any matters arising or consequences from the further use of these reports and/or certificates by third parties.
6. While every effort is taken by the Company and its employees to ensure that results/reports are timely presented to clients, the Company does not guarantee turnaround times nor is it responsible for any late delivery of services/goods because of circumstances beyond its control. In no event will the Company be liable

for damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss programs or information) arising out of the use of or inability to use the Company's testing results and/or because of a delay in the Company providing test results, or in the test results or claims attributable to errors, omissions or other inaccuracies in the interpretations thereof. The maximum monetary amount that the Company would be liable for is reimbursement for the cost of the test and testing services received by customer/client.

7. The customer/client agrees to indemnify, defend and hold the Company harmless from and against all losses, expenses, damages and costs, including reasonable attorney fees arising out of or relating to any misuse by the customer/client of the content and/or services provided by the Company.
8. Any possible infringement of any patent rights of formulations or processes or any other patent rights is the sole responsibility and liability of the client/customer.
9. If the Company or its employees or agents are required to give expert evidence in any litigation arising from the reports, then the client will be charged for such services at the prevailing rate of the Company.
10. All services rendered by the Company are treated as strictly confidential.
11. All quotes given are valid for 30 days only, unless otherwise stated.
12. Any samples which remain after testing, will be retained for a period of SIXTY DAYS only, and any documents arising from the service rendered will be retained for a period of TWO (2) years, unless otherwise agreed to by and between the client/customer and the Company in writing.
13. A legal contract between the customer/client and the Company will be deemed to have been constituted upon the receipt by the customer/client of goods/services/reports.
14. The Company will not disclose information or test results to anyone other than the client/customer without the client/customer's written authorization and consent.
15. In the event of that, if any, of these terms or conditions are found to be invalid, unlawful, or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

16. Any legal costs and reasonable attorney fees incurred by the Company in enforcing any aspect of this agreement including legal or reasonable attorney fees will be the sole responsibility of the customer/client and will be payable by the customer/client to the Company on demand.
17. By submitting an order to the Company, the customer/client agrees to the terms and conditions of the Iowa Central Fuel Testing Laboratory Disclaimer and Terms and Conditions of Business with Iowa Central Fuel Testing Laboratory.

I agree to the terms and conditions of the Iowa Central Fuel Testing Laboratory Disclaimer and Terms and Conditions of Business with Iowa Central Fuel Testing Laboratory.

Business Name

Signature of Business Representative

Printed Name

Date