



AOAC INTERNATIONAL Services Terms & Conditions

These Terms and Conditions (the “Agreement”) govern the Services that AOAC INTERNATIONAL (“AOAC”), a nonprofit organization with its principal place of business in the State of Maryland, provides to the CLIENT. By engaging with AOAC, the CLIENT agrees to abide by the terms and conditions outlined in this Agreement.

AOAC’S RESPONSIBILITIES: AOAC shall perform consulting, voluntary standard development, validation protocol development and/or management of voluntary method validation services consistent with AOAC’s standard practices (“Services”).

CLIENT’S RESPONSIBILITIES: CLIENT shall designate in writing a person or entity to act as CLIENT’s authorized representative (the “Representative”) with respect to AOAC’s Services. The Representative shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT’s expense, additional services. CLIENT must notify AOAC of a change of Representative. CLIENT agrees that a change in the Representative does not negate this Agreement. CLIENT shall allow AOAC INTERNATIONAL’s employees, agents and representatives reasonable access to CLIENT’s information as necessary to perform the Services. CLIENT hereby represents and warrants that it has the full right and authority to enter into this Agreement. CLIENT further agrees to provide accurate and complete information about the CLIENT’s test methods for which CLIENT seeks AOAC certification.

REPORTS: AOAC shall submit reports or other deliverables related to the Services performed. Such reports and other deliverables may be based solely upon data provided by CLIENT, CLIENT-designated independent testing laboratories and other stakeholders. Data will be reviewed by designated subject matter expert reviewers and vetted volunteer reviewers, managed by AOAC. AOAC assumes no responsibility, and CLIENT hereby waives all claims against AOAC, for interpretation and use of such results. AOAC reports and other deliverables related to the Services performed do not constitute product or CLIENT endorsement.

CONFIDENTIALITY: AOAC, and its employees or agents, shall not use (except in the course of the Services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, CLIENT’S confidential information. CLIENT shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, AOAC’s confidential information.

PAYMENT: CLIENT shall pay AOAC for Services and expenses in accordance with AOAC’s invoices which shall be paid within thirty (30) days of the date of invoice. Any balances remaining unpaid after the due date may be subject to a service charge of 1.5% per month until paid, but in no event shall such charge exceed the rate permitted by applicable law. Inactive or unpaid projects are subject to cancellation after 180 days.

LIMITATION OF LIABILITY: AOAC’S LIABILITY TO CLIENT FOR BREACH OF ANY TERM OF THIS AGREEMENT OR OF ANY IMPLIED WARRANTIES, OR FOR ANY NEGLIGENCE OR OTHER WRONGDOING IN THE PERFORMANCE OF SERVICES, IS LIMITED AT CLIENT’S OPTION, TO EITHER RE-PERFORMING THE SERVICE OR REFUNDING THE TOTAL FEE PAID IN RESPECT OF THAT PART OF THE SERVICE.



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GENERAL CONDITIONS:

1. Indemnification. CLIENT agrees to defend, indemnify and hold AOAC harmless to the fullest extent permitted by law from and against any and all loss, liability, claims, damages, costs and expenses (including but not limited to attorney's fees and charges of employees of AOAC involved in litigation) or other cause of action arising out of, or relating to, CLIENT's negligent acts and omissions, misrepresentations about its test or procedures, or arising out of any violation by CLIENT of its obligations set forth in this Agreement. AOAC shall not be liable for delays or other problems caused by unforeseen circumstances or circumstances beyond its reasonable control.
2. Entire Agreement. The Agreement represents the entire agreement between CLIENT and AOAC and supersedes all negotiations, representations or agreements, written or oral. Terms and conditions included in CLIENT's purchase order, or any other document shall not be applicable. The obligations set forth pertaining to confidentiality, payment, liability, and dispute resolution shall survive the termination of this Agreement.

TERMINATION: This Agreement may be terminated by either party for any reason with written notice. AOAC shall be paid in full for all Services performed through the termination date. If AOAC has not completed its review of CLIENT's test methods, the CLIENT will not be entitled to any work in process or deliverable of any sort.

DISPUTE RESOLUTION. The Parties agree that the Circuit Court for Montgomery County, Maryland shall be the exclusive jurisdiction to enforce this Agreement, and the Parties agree to submit to the jurisdiction of the Circuit Court for Montgomery County, Maryland. The prevailing party in any proceeding brought hereunder shall be entitled to recover its costs and reasonable attorney's fees and costs.

GOVERNING LAW: This Agreement shall be in all respects interpreted, enforced, and governed by and under the laws of the State of Maryland, without respect to its conflict of laws principles.