

NEOGEN CORPORATION TERMS AND CONDITIONS

TECHNICAL SERVICES STANDARD TERMS AND CONDITIONS. The technical laboratory services (data collection, analysis and interpretation, and referenced laboratory services, and referred to herein collectively as the "Tech Services") provided by Neogen Corporation ("NEOGEN") to any customer (hereinafter referred to as "CLIENT"), are subject solely to the terms and conditions stated herein.

1. **ACKNOWLEDGEMENT AND ACCEPTANCE.** Please read the following terms of the agreement carefully. By completing the order form, or accepting Services, or paying associated invoice for Services, CLIENT hereby agrees to all of the terms and conditions set forth in the order form, including all warranty disclaimers and limitations of liability. ACCEPTANCE OF SERVICES SHALL BE DEEMED AGREEMENT TO THESE TERMS AND CONDITIONS. NO DOCUMENT ISSUED BY CLIENT ATTEMPTING TO NEGATE OR OTHERWISE MODIFY THE TERMS HEREOF, INCLUDING ANY PURCHASE ORDER OR REQUEST FOR PROPOSAL, SHALL BE BINDING UPON NEOGEN, AND INSTEAD THE FOREGOING TERMS AND CONDITIONS SHALL EXCLUSIVELY GOVERN THE PROVISION OF SERVICES TO CLIENT BY NEOGEN.

2. **CONFIDENTIALITY.** NEOGEN agrees to maintain in confidence all of your proprietary and non-public materials, data, reports, plans, records, technical and other information and to use such confidential information only for the purpose of performing analyses of samples and providing reports on finding to the CLIENT. NEOGEN shall protect the CLIENT's confidential information by using the same degree of care, but not less than a reasonable degree of care, to its own confidential information of a like nature. In any instance where information is subpoenaed by and must be released to a government agency, or is otherwise required to be disclosed pursuant to law or regulation, to the extent permitted by law, you will be promptly notified. Client agrees not to use the NEOGEN CORPORATION name and/or business, including without limitation any misrepresentation of the content of such reports. Any report or data provided to CLIENT by NEOGEN shall not be reproduced, except in full. Under no circumstances is the name of NEOGEN CORPORATION or NEOGEN to be published by CLIENT alone or in association with that of any other party, without the prior written approval of NEOGEN.

3. **PROVISION OF SERVICES.** Neogen provides testing services in accordance with the specifics of those tests selected on the order form. If, after delivery and inspection, CLIENT determines that the services do not conform to the tests CLIENT selected and are, therefore, unacceptable, please notify NEOGEN immediately. NEOGEN will either re-perform the services, or issue a credit therefore, at our option.

4. **SUPPLY OF SERVICES.** Subject to any exclusion below, the CLIENT will supply the sample and NEOGEN will supply the TECH SERVICES to the CLIENT in accordance with these terms and conditions. For the avoidance of doubt, NEOGEN will not provide any advice in respect to suitability of the sample supplied by the CLIENT nor how or from where it should be collected. It is the sole responsibility of the CLIENT satisfaction that the sample is representative and suitable as a test sample for their purposes.

5. **RUSH ANALYSIS.** A surcharge is usually added to the list fee if rush analysis is requested. The surcharge will depend upon the analysis to be performed. Rush analysis service is offered contingent upon availability and pre-arrangement with NEOGEN.

6. **DELIVERY OF SAMPLES.** Upon timely delivery of samples, NEOGEN will use its good faith efforts in meeting standard turnaround times. The risk of loss or damage to the sample during shipments remains with CLIENT. NEOGEN will advise CLIENT of the samples which are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by NEOGEN at the time possession of the sample is delivered to an employee of NEOGEN. NEOGEN reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgement of NEOGEN is likely to pose any unreasonable risk in handling and/or analysis. CLIENT represent and warrant that any sample containing any hazardous substance which is to be delivered to NEOGEN will be packaged, labeled, transported and delivered in accordance with applicable laws.

a. The CLIENT will make arrangements in respect of delivery of the samples to NEOGEN and provide clear storage instructions in respect of storage prior to receipt by NEOGEN of the sample.

7. **PRODUCT RECALL.** CLIENT agree to give notice to and consult in good faith with NEOGEN prior to initiating a recall of any product based on the results provided to the CLIENT by NEOGEN. CLIENT acknowledge and agree that CLIENT accept sole responsibility for, and agree to indemnify, defend and hold NEOGEN harmless from and against, any claims (whether direct or from third parties) or liabilities arising from a product recall, including any product recall based on tests performed by NEOGEN.

8. **ORDERS AND SPECIFICATION.** The CLIENT may not cancel an order for Tech Services after receipt by NEOGEN, after either the order or specification has been accepted by NEOGEN except with the written or verbal agreement of NEOGEN and on the terms that the CLIENT shall indemnify NEOGEN against all losses incurred by NEOGEN as a result of such cancellation.

9. **QUALITY ASSURANCE.** NEOGEN will perform the Tech Services consistent with its laboratory quality assurance standard operating procedures. It shall be the CLIENT's responsibility to confirm that NEOGEN's standard practices will meet the CLIENT's needs prior to placing an order for work. If the CLIENT desire an alternative to these standard practices such request must be made in writing and agreed to in writing by NEOGEN prior to sample acceptance.

10. **RETENTION OF SAMPLES.** After the analytical results have been reported, samples are routinely retained in NEOGEN's storage facility for 30 days, after which the samples may be destroyed. Prior arrangements must be made if samples are to be held for longer periods or returned to CLIENT.

11. **HAZARDOUS MATERIALS.** Unused portions of sample found or suspected to be hazardous or to contain hazardous materials according to state or federal guidelines may be returned to CLIENT upon completion of the analytical work. The cost of returning sample may be invoice to CLIENT. The sample and portions thereof remain CLIENT's property at all times.

12. **RETENTION OF REPORTS.** NEOGEN ordinarily retains electronic copies of analytical reports for a period of 2 years after which time the reports may be destroyed.

13. **OBLIGATION TO PROVIDE SERVICES.** NEOGEN shall only be obligated to perform those SERVICES for which it has accepted an order submitted by CLIENT, subject to NEOGEN's right to cease performing the Services due to failure to pay invoice when due.

14. **WARRANTY OR REPRESENTATION DISCLAIMERS.** NEOGEN DISCLAIMS AND EXCLUDES ALL WARRANTIES OR REPRESENTATION OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF A PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS, OR WARRANTIES ARISING BY COURSE OF DEALINGS OR CUSTOM OF TRADE. CLIENT HEREBY EXPRESSLY UNDERSTANDS THAT THE TESTING SERVICES PROVIDED HEREUNDER HAVE AN INHERENT POTENTIAL FOR ERROR AND THAT NEOGEN MAKES NO REPRESENTATION THAT ITS TESTING SERVICES WILL BE ACCURATE, COMPLETE, OR ERROR-FREE.

15. **LIMITATION OF LIABILITY.** EXCEPT AS AFOREMENTIONED, NEOGEN WILL NOT BE LIABLE FOR ANY CAUSES OF ACTION OR DAMAGES WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, INCLUDING ANY INDIRECT, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF THE PERFORMANCE OF SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDED WITHIN THE SCOPE OF THIS LIMITATION OF LIABILITY ARE DAMAGES ARISING FROM THE ACTS OR NEGLIGENCE ON THE PART OF NEOGEN, ITS AGENTS OR EMPLOYEES IN PERFORMING ITS SERVICES. CLIENT AGREES THAT NEOGEN'S CUMULATIVE LIABILITY FOR THE SERVICES PERFORMED WILL NOT EXCEED THE AMOUNT PAID BY CLIENT FOR THOSE SERVICES. THE REMEDIES SET FORTH HEREIN CONSTITUTE CLIENT EXCLUSIVE REMEDIES AGAINST NEOGEN FOR SERVICES PERFORMED.

16. INDEMNITY

a. **NEOGEN Indemnification.** NEOGEN shall indemnify defend and hold harmless CLIENT and its members, shareholders, agents, directors, officers, and employees (collectively, the "CLIENT" Indemnitees") from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever including, but not limited to, reasonable attorney's fees and expenses, which arise out of or are connected with (i) any grossly negligent act or omission, willful misconduct or violation of law by NEOGEN, or its employees which relates in any manner to the Services or (ii) any material breach of any obligations of NEOGEN as set forth in these Terms and Conditions.

b. **CLIENT Indemnification.** CLIENT, on behalf of itself and its employees, shall indemnify, defend and hold harmless NEOGEN and its shareholders, directors, officers, and employees from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with (i) any negligent act or omission, willful misconduct or violation of law or (ii) any breach of any obligation of CLIENT as set forth in these Terms and Conditions.

17. **LIMITS OF TESTING SERVICES.** CLIENT agrees that the testing services provided by NEOGEN are not intended for use in human or clinical diagnostics but are for informational purposes only.

18. **SEVERABILITY.** If any of the provisions of these terms and conditions shall be held by a court of competent jurisdiction to be contrary to law, the remaining provision for this Agreement shall remain in full force and effect to the fullest extent of the law.

19. **SUCCESSORS AND ASSIGNS.** These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

20. **SURVIVAL.** The provisions of Section 13 and 14 of these terms and conditions shall survive the completion and payment of the services provided hereunder.

21. **GOVERNING LAW.** The terms and conditions hereunder shall be governed by the laws of the State of Michigan, without giving effect to its principles of conflicts of law, and the parties hereby irrevocably commit to the jurisdiction and venue of the courts of Michigan to adjudicate any dispute arising hereunder or relating hereto.