

 CHROMOSOMAL LABORATORIES, INC. <i>Phoenix, AZ</i>	Issue Date: 03/02/11	Rev.: 3
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This document sets forth the terms and conditions under which Chromosomal Laboratories, Inc. (hereinafter "Chromosomal"), an Arizona corporation, provides laboratory, consulting, litigation and sample collection services to clients.

Scope of Services

Customers may order services by submitting a written chain of custody along with samples for analysis.

Samples

Customers must provide, at the time of sample submission, a completed and signed Chain of Custody form with adequate instructions describing the type of analysis requested and a complete written disclosure of the known or suspected presence of any hazardous substances. Chromosomal may refuse acceptance or revoke acceptance of samples if it is determined that the samples present a health risk, or that we are not authorized to accept them. Until delivery acceptance by Chromosomal, as indicated by notation on chain of custody documents or otherwise in writing, client assumes responsibility for samples during transit, including loss of or damage.

Sample Delivery Acceptance

Sample Delivery Acceptance is defined as the point in time after which Chromosomal has received and inspected the samples and received project guidance regarding the work to be done and resolved any discrepancies in the Chain of Custody Forms and made a determination that it can proceed with the requested work. Chromosomal reserves the right to refuse or reject Sample Delivery Acceptance for any sample that it deems to be of unsuitable size or volume or is a health, safety, environmental or other risk.

Analytical Methods

Where the services to be provided by Chromosomal require the use of analytical methods, Chromosomal will use those described in its standard operating procedures, which conform to criteria established by the American Association of Blood Banks (AABB) and the DNA Advisory Board (DAB). Chromosomal may deviate from these procedures where, in Chromosomal's opinion, it is necessary or appropriate. Any deviations from the analytical methodologies set forth above will be made in accordance with recognized industry standards.

Marketing Materials, Claims, Use of Laboratory's Name and Accreditation Status

A third party administrator must ensure all claims regarding accuracy of DNA testing are accurate. A third party administrator must not claim that it is accredited unless it is true, must not use the AABB logo in any of its promotional/marketing materials, both printed and electronic and must not imply that self-collection tests are accredited.

Subcontracting


Chromosomal has the right, at its discretion, to subcontract services ordered by the client to another laboratory or other laboratories. Chromosomal shall first obtain written consent from the customer prior to using a subcontract laboratory.

Third Party Administrators

Chromosomal is not responsible for the action or inaction of third party administrators through which consumers have purchased DNA services.

Progress Reports

Chromosomal will notify the customer of any issues that will materially affect performance or report delivery.

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Stopping Work

The client may ask Chromosomal to suspend all or a portion of the work to be performed. In this circumstance, the client will remain responsible for all work already performed. Any incomplete analysis will be billed on a prorated basis, as determined by Chromosomal.

Data Ownership

Data or information generated by Chromosomal for the customer shall become the customer's property upon full payment to Chromosomal for all services provided by Chromosomal. Chromosomal retains exclusive ownership of any and all analytical methods, QA/QC protocols, and equipment developed by Chromosomal for performance of work by Chromosomal. Client agrees not to alter or misrepresent documents provided by Chromosomal Laboratories, including, but not limited to, invoices, chain of custody and laboratory reports.

Sample Disposal or Return

Untested portions of samples shall be stored in access controlled storage area. Samples from criminal forensics cases will be returned to the client under separate cover after completion of case report. Paternity, ancestry, infidelity and other non-criminal forensic type samples will be stored for a minimum of 6 months following the report date and subsequently disposed unless otherwise instructed in writing by the client. Chromosomal complies with all U.S. Environmental Protection Agency regulations and federal, state and local laws when disposing of samples.

Compensation

All services provided by Chromosomal shall be performed in accordance with the quotation provided by Chromosomal to the client. In the absence of a quotation, work shall be performed and billed in accordance with Chromosomal's published price schedule in effect at the time of sample submission. Pricing is predicated upon acceptance of the conditions and allocations of risks and responsibilities described in this agreement.

Payment for services must be received in full prior to commencement of testing, unless client has established an account with Chromosomal.

Unless otherwise agreed to elsewhere, the client agrees to pay invoices within 30 days of the invoice date. Client agrees to pay interest on unpaid balances greater than 60 days at the rate of 1.5% per month.

Chromosomal may refuse to perform services, demand immediate payment, withhold delivery of data, or require prepayment for services based upon a client's failure to make timely payments or upon receipt by Chromosomal of an unfavorable credit report for client.

Client agrees to compensate Chromosomal for services and expenses incurred in response to legal processes related to services performed. These services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

Professional Standards

Chromosomal will complete work in accordance with accepted industry practice and to accepted industry standards. Failure on the part of Chromosomal to perform in accordance with industry standards will be corrected provided such failure was a direct result of acts or omissions by Chromosomal under Chromosomal's exclusive control.

Confidentiality

Chromosomal will apply all reasonable efforts to preserve the client's confidentiality with regard to information it receives. Chromosomal will utilize the information it receives about customers exclusively for the purpose of providing services to the customer.



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Test results will be released only to the client listed on the chain of custody submitted with the samples. Test results will not be released to anyone else without a court order or the written notarized permission of the individual(s) who furnished the sample(s).

Test results will be released via email, fax, web access or U.S. Mail only to the address or number documented on the chain of custody or to the address or number on file for sample collection companies/third party administrators. Test results shall not be released to any other address or number, without a court order or written notarized permission of the individual(s) who furnished the sample(s).

No Warranties

Chromosomal does not make any express or implied warranties of any kind to the client. Neither these terms and conditions, nor any action or communication on the part of Chromosomal shall lead to the issuance of an express or implied warranty to customer.

Remedy

In the event of a finding of liability, by a court of competent jurisdiction, on the part of Chromosomal for damages incurred by client, client agrees, to the maximum extent permitted by law, to limit an award for damages, to one hundred dollars (\$100.00) or to the fee charged to the client by Chromosomal for the applicable services, whichever is greater. This remedy is to be exclusive and in lieu of any other available in law or in equity. Indemnification, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence, or strict liability of the party to be indemnified, released or whose liability is limited, except to the extent that there is willful misconduct.

Challenge to Results

The customer shall pay Chromosomal for all services performed on their behalf and for all results utilized by the customer or the customer's client, regardless of any allegation on the part of the customer or customer's client that the results issued by Chromosomal did not conform with Chromosomal's responsibilities as set forth in these terms and conditions. In every instance, Chromosomal shall be given the opportunity to defend its data directly with any person or entity challenging its results. Should Chromosomal be prohibited or hindered from directly defending its data, all sums owed to Chromosomal by the customer shall be immediately due and payable and no refund for sums paid by the customer will be issued by Chromosomal.

Record Retention

Chromosomal will retain records pertaining to the work performed for the customer for a period of five (5) years (seven (7) years for sample collected in New York) following the issuance of the report. Should customer desire Chromosomal to maintain the records in excess of five years, the Customer must notify Chromosomal in writing. Additional fees may apply.

Litigation

The client shall agree to pay and/or reimburse Chromosomal for all costs incurred, including the time spent by Chromosomal employees and officers, should Chromosomal be required to respond to legal process related to the services it has performed for the client or should the client request file searches, additional reporting, or a consultation that is outside the scope typically offered in the normal course of business. Client will pay for all time expended by Chromosomal employees and officers in accordance with their hourly rate as set forth on the fee schedule published and in effect at the relevant time. In addition, client will pay all legal costs incurred by Chromosomal in obtaining legal advice, preparing a response and issuing a legal response to the legal process, and in preparing and issuing legal testimony, whether oral or written. Client's agreement to pay and/or reimburse Chromosomal for the aforementioned litigation services and costs shall remain in full effect for 10 years after cessation of services to the customer.

Compliance with Laws

Chromosomal and the customer agree to comply with all applicable laws, ordinances, codes and regulations.

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Insurance

Chromosomal shall maintain insurance for Worker's Compensation Acts; general liability and professional liability to protect against errors caused by, omission or negligent act for which Chromosomal is liable; and for claims arising from Breach of Contract.

Risk of Loss

The customer shall be responsible and Chromosomal will not have any responsibility for the action or inaction of any customer or carrier shipping or delivering any sample to or from Chromosomal's premises. The client is responsible for determining whether or not the sample that it is shipping contains a hazardous substance as defined by law, and for taking all actions necessary to ensure the sample it ships is packaged, labeled, transported and delivered properly and in accordance with all local, state and federal laws.

Entire Agreement

These Terms and Conditions, in addition to authorized and executed addendum, constitute the entire agreement of the parties and provide the exclusive remedies available to the customer and supercede all previous verbal and written communications, representations and agreements between the customer and Chromosomal. No modification or waiver of any provision of these Terms and Conditions shall be binding on either party unless they are made in writing and executed by the client and Chromosomal.

Governing Law

The client and Chromosomal agree that these terms and conditions, and any transactions and agreements to which they apply, shall be governed and construed by the laws of the State of Arizona. The client and Chromosomal agree to submit to the jurisdiction of the State of Arizona and the venue for any action arising out of the Terms and Conditions set forth herein will be in Maricopa County, Arizona.

Severability

The invalidity or unenforceability, in whole or in part, of any provision, term or condition herein shall not invalidate the remainder of these Terms and Conditions.

Waiver

All waivers must be in writing. No waiver of any provision, term or condition nor of any obligation shall constitute a waiver of any subsequent breach. No waiver shall be inferred by a party's conduct.

A copy of the most current terms and conditions can be found at www.chromosomal-labs.com/aboutus/aboutus.html