

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



INTRODUCTION

Before undertaking any work or analysis for a client **Food Chain Laboratories CC** ("Food Chain") requires clients to be registered on our system. To register, you need to complete Part A of this form telling us about your business and you need to read and complete Part B which sets out our standard terms and conditions of service. You need to complete the declaration in Part B confirming that you have read, understand and accept our standard terms and conditions of service.

As a rule, we are a cash business insofar as we normally require payment before undertaking any work and/or releasing any reports. However, for clients who wish to use our services on a frequent basis we will consider opening a 30 day account facility. Should you wish to apply for such a facility you are also required to complete Part C of this form. Once completed please fax this form and any supporting documents to (041) 365-6152 or e-mail to admin@fclabs.co.za

DOING BUSINESS WITH US

Once you have registered and wish to use our services the following processes will apply:

- Contact us telephonically or by e-mail to discuss your specific requirements.
- We will fax or e-mail you a quotation based on your requirements.
- If you accept the quotation it must be signed and faxed or e-mailed back to us.
- We will then issue a pro forma invoice which must be paid before we commence work.
- If you have a credit facility you must send an official order or written instruction to commence work together with the signed quotation

PART A – CLIENT REGISTRATION DETAILS (MUST BE COMPLETED)

Registered Name of Business: [REDACTED]

t/a ("the Client") [REDACTED] Registration No: [REDACTED]

Vat No: [REDACTED] Telephone: [REDACTED]

Fax: [REDACTED] Postal Address: [REDACTED]

Physical Address: [REDACTED]

Name of Accounts Contact Person: [REDACTED]

Email of Accounts Contact Person: [REDACTED]

Technical Contact Persons

Name	Function	Email
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

I [REDACTED] (insert name) in my capacity as [REDACTED] (insert capacity) of the Client hereby certify that the above information is correct. I further confirm that I understand the work flow process as outlined above and that all work done is subject to the Standard Terms and Conditions as stipulated in Part B.

[REDACTED] [REDACTED]
Signature Date

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



PART B – FOOD CHAIN STANDARD TERMS AND CONDITIONS OF SERVICE (MUST BE COMPLETED)

All work performed and services rendered by Food Chain are subject to the terms and conditions stipulated below. Note that “We” and/or “Us” and/or “Our” refer to Food Chain Laboratories CC and “You” and/or “Your” refers to the Client.

1. QUOTATIONS AND PAYMENT

- a. Unless You have a credit facility with Us in good standing payment in full is required prior to Us commencing any work, analyses or testing.
- b. Where you have a credit facility with us, the further terms and conditions contained in Part C of this form will apply.
- c. Any quotation issued by Us is only valid for 14 days from the date of the quotation.
- d. All prices quoted are exclusive of value added tax (VAT) unless otherwise stated.
- e. You may not apply any set-off or otherwise withhold any payment due.

2. COSTS

If We have to resort to legal action to obtain payment from You or to enforce any of Our rights then You will be liable to pay Our legal costs on a scale as between attorney and own client including any tracing fees or collection commission.

3. DISCLOSURE OF PURPOSE

You are required to advise Us in advance of the reasons and/or purpose that You require the work to be done. This is a material part of the agreement between Us and You as it may impact upon the type, method or process employed by Us in doing the work. You undertake to only use the results and/or report issued by Us for the reasons/purpose disclosed to Us.

4. TESTING INTEGRITY

- a. The validity of all test results is limited to the actual samples provided and to the time that the test was carried out.
- b. While We take all reasonable precautions to protect the integrity of samples provided We cannot be held responsible for any contamination that may have occurred while the sample was not in Our custody.
- c. You are responsible for ensuring any sample sent to us for microbiological testing is free of contamination when delivered to Us.

5. WORK VARIATION

- a. No variation or amendment to any work or order will be valid unless given to Us in writing.
- b. By giving a written instruction to vary or amend the work You agree to pay any additional costs, fees or charges that may be raised by Us.
- c. You undertake to pay such additional costs, fees or charges before we release any results or reports to You.

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



6. CONFIDENTIALITY

- a. We undertake not to release, disclose or publish any results, findings or reports relating to work done for You to any 3rd party unless required by law.
- b. You agree however that we may use and disclose technical data and information obtained by Us in the course of doing work for You provided We do not in any way disclose your identity or use or publish such data and information in a way that Your identity can be easily ascertained.
- c. You agree that (even though You have paid Us and You will be the owner of the reports) the content of any reports issued by Us to You are, and remain, confidential and may not be used outside of your business, published in the press or in any industry or technical journal without our prior written consent. We, in turn, agree not to unreasonably withhold such consent provided always that we are acknowledged, that none of our proprietary methods or trade secrets are disclosed and that You indemnify Us against any claim for damages that may result from such disclosure or publication.
- d. You further agree that any quotations, technical notes, memos and all discussions between Your and Our staff are confidential and may not be disclosed to any 3rd party unless required by law.
- e. Neither You nor Us may refer to the other party in any advert, marketing campaign or publicity material without the specific prior consent of the other party.

7. LITIGATION

If you require the work to be performed by Us for use in litigation , and We (or any of Our Staff) for whatever reason, are subpoenaed to appear before any Court , Arbitration proceedings or quasi-judicial body, You undertake to pay, on demand, our costs on a time and attendance basis.

8. RISK

All materials, substances, equipment and apparatus delivered to Us by You or on Your behalf for testing or analysis will be accepted by us at Your risk and will be retained and used by Us at Your sole risk.

9. LIMITATION OF LIABILITY

- a. We take all reasonable care in conducting our work. However, We do not warrant the commercial viability, or accuracy of information contained in Our reports, memos or test results.
- b. You agree that we shall not be liable for any loss or damages, whether direct, indirect or consequential and whether to person or property, based on, resulting from or as a consequence of, the work performed by Us for You or on Your behalf, and You agree to indemnify Us and hold Us harmless against any such claim for loss or damage.
- c. Where You specify which sub-contractor should be used for any work, the laboratory will not be held responsible for the sub-contractor's work.

10. ADDRESS

We choose the address on the front page of the Client Registration Form, and You choose the address in Part A above as the address for the service of all documents, notices and pleadings (domicilium citandi et executandi).

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



11. BREACH

- a. If either You or Us breach these Standard Terms and Conditions that both You and Us have agreed to, and remain in breach after having been given seven days written notice to rectify such breach, the other party may cancel this agreement by giving written notice without prejudice to its right to claim damages.
- b. If this agreement is cancelled by either You or Us for any reason whatsoever, You agree that You will still be liable to pay the costs of any work done or already started by Us at your request and which has not yet been paid for.

12. GENERAL

- a. This agreement will be governed by South African law.
- b. If any clause in this document is found by any Court to be invalid for any reason whatsoever it shall not affect the remaining terms of this document.
- c. No amendment or variation to this agreement will be valid unless in writing and signed by both You and Us.

Please do / Please do not send us newsletters and marketing information from time to time. (indicate as applicable)

I, in my capacity as of the Client hereby confirm that I have read and understood these Standard Terms and Conditions and I acknowledge that these terms and conditions will apply to any and all work done by Food Chain for the Client.

Signature

Date

PART C – CREDIT APPLICATION (COMPLETE ONLY IF YOU WISH TO APPLY FOR A CREDIT FACILITY)

Registered name of business

Trading name if different

Type of business (tick as appropriate)

CC Company Sole Prop Partnership Trust

Reg No Vat No

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



Bank details

Bank Branch

Account No Account Type

Auditor / Accountant

Firm name Contact person

Telephone E-mail

Postal address

Physical/Registered address

Anticipated monthly spend with Food Chain

Amount of credit required

Person responsible for account payment

Name Telephone

Cellphone Email

Owner / Director details

Name ID

Street Address

Capacity

Trade References

Name Contact person

Telephone Account reference

In addition to the Standard Terms and Conditions contained in Part B, the following special terms and conditions will apply to credit accounts. Note that "We" and/or "Us" and/or "Our" refers to Food Chain Laboratories CC and "You" and/or "Your" refers to the Client.

1. GRANTING OF CREDIT

- a. Your completion and submission of this Credit Application is merely a request and We are under no obligation to grant you credit.
- b. The amount of any credit facility granted to You lies within our sole discretion and according to our internal policies.

CLIENT REGISTRATION FORM

LABORATORY SERVICES AGREEMENT



2. PAYMENT

- a. All credit accounts or facilities granted are strictly 30 day accounts meaning they are payable in full no later than 30 days from the date of the Statement.
- b. If You fail to receive a Statement for any reason whatsoever the duty lies with You to contact us to ascertain the amount due by You and you remain liable for payment by the due date.
- c. We will charge interest at the maximum rate allowed by law from time to time on all amounts not paid within 30 days of Statement.

3. SUSPENSION

- a. We reserve the right to suspend Your account immediately and without notice if payment in full is not made by the due date.
- b. We reserve the right to stop work and to withhold the release of any work, results, reports or tests pending settlement of any overdue amounts.
- c. If you do not pay your account by the due date We may immediately cancel your credit facility and revert You to a cash account basis.

4. AUTHORITY

You agree that when We receive a signed quotation together with either an official order or written request from You we may commence work and You will be liable for payment according to the quotation.

5. SURETYSHIP

We reserve the right to require personal suretyships from the owners or directors when granting credit facilities.

6. REPORTING

- a. You agree that we (or Our agents) may conduct periodic credit checks on You and your principals (directors, members or partners) to assess our risk and to enable us to set credit limits.
- b. You agree that We may disclose your details or credit history with Us to a credit bureau.

I, [REDACTED] in my capacity as [REDACTED] of the Client hereby confirm that I wish to apply for a credit account facility on behalf of the Client and agree that the Client will be bound by the Standard Terms and Conditions in Part b as well as the special additional terms in Part C.

[REDACTED]
Signature

[REDACTED]
Date