

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
- The Standard price list will be e-mailed to you and will be used for invoicing
- For shelf-life testing or any other special requests a quotation will be sent and will need to be signed before commencing with testing

SPECIAL NOTES:

1. If the client submits samples through a Regulatory body at times (e.g DAFF) Part E must be completed (e.g this applies to clients requiring CBS tests, or importing meat products)
2. All CBS clients are to please complete Part D as well.

PART A – CLIENT REGISTRATION DETAILS (must be completed)

Registered Name Of Business _____

T/a _____ ("the Client")

Type of business (tick as appropriate)	CC	Company	Sole Prop	Partnership	Trust
Registration No:					
Telephone No:					
Postal address:					
Postal Code:					

Accounts contact person	Name:
Telephone No:	E-mail:

Technical contact person	Name:	
Function:	Telephone No:	E-mail:

Manager	Name:	
Telephone No:	E-mail:	

Please send us newsletters and marketing information from time to time.

Yes

No

Newsletters and marketing information to be sent to: _____

I _____ (insert name) in my capacity as _____ (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.

Signature

Date

**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 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 30 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.

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, memo's 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, memo's 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 (*domiciliumcitandi et executandi*).

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.

13. Microbiological Specifications

FCL can provide reports where microbiological results are reported against a specification. These specifications can either be provided by You, alternatively, should these not be available, results can be reported using an in-house FCL specification based on industry standards, regulations and guidelines. Please select the specification option below:

FCL in-house specifications to be used	YES	NO
Client Company specifications to be provided	YES	NO

NB: If Company specifications is selected above, then a copy of these specifications must be submitted with the client registration form.

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 Laboratories for the Client.

Signature

Date

PART C – CREDIT APPLICATION (complete only if you wish to apply for a credit facility)

Person responsible for account payment			
Name			
Telephone			
Cellphone			
Email			
Postal address		Physical/Registered address	
Bank details		Auditor / Accountant	
Bank		Firm name	
Branch		Contact person	
Account No		Telephone	
Account Type		E-mail	
Anticipated monthly spend with Food Chain Laboratories			
Amount of credit required			

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.

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.**

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. 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, _____ in my capacity as _____
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.**

Signature

Date

PART D – CITRUS BLACK SPOT CLIENT

CBS testing is routinely performed at Our lab using a DAFF approved PCR (DNA specific method). You have the option to request a viability test in conjunction with the routine CBS samples. Should you require that the viability testing is performed routinely together with the CBS testing, then please be advised that an additional charge for the viability test will be applicable. (Please consult the FCL Price List for these charges).

The normal turnaround time for CBS testing is 48 hrs.

NB: Samples that are received on a Friday are stored and will only be tested on the following Monday.

The turnaround time for viability testing is estimated at up to 12days.

Inconclusive test results

In certain instances Our lab may report a result as inconclusive and this would require further confirmation by another DAFF approved laboratory. In these circumstances, the turnaround time could be up to 7 working days.

Please indicate whether viability testing is required in the table below:

Please conduct viability testing with all positive CBS samples sent to FCL	YES	NO
Only conduct viability testing on request only	YES	NO

Signature

Date

**PART E – AUTHORISATION TO RELEASE RESULTS TO REGULATORY BODY
(complete if samples could be submitted through a regulatory body)**

**I, _____ in my capacity as _____
of the Client hereby give Food Chain Laboratories authorisation to submit results to
the relevant regulatory bodywhere such body has submitted samples on your behalf
to our laboratory**

Signature

Date

Part F – For Laboratory Use only (To be completed by Laboratory Staff)

Task	Information	Signature	DATE
Trade References contacted			
Approved			
Register on Pastel	Acc:		
Register on V-Lab	Acc:		
Client Portal access	Username:		
Client Specification entered			
Add to Client register			
Update Client e-mail			
Scan into electronic Client file			
File Client Application (hardcopy)			
Welcome e-mail& attachments			
Welcome letter (Account #, portal access)			
Price list			
Sample submission form (SF-019 or SF-020)			
Samplingflow diagram (QC-029 Att 01)			
Sample Submission Guidelines (QC-029 Att 02)			
Pathology sample labelling and packaging specifications (QC-029 Att 03) if needed			