



"The Gold Standard in Quality Testing"

**Compounder's International
Analytical Laboratory**

Better Quality Through Quality Testing

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Terms and Conditions

1. Interpretation. For the purposes of these Terms and Conditions; "Customer" shall refer to any person or organization engaging CIAL's Services. These Terms and Conditions shall control over all Customers. These Terms and Conditions shall control insofar that they do not conflict with any terms of CIAL's submission documents ("Sample Submission") or Quote. A "Quote" shall refer to an agreement with generally preestablished services, acceptance criteria, and/or Fees performed by CIAL. Should any terms conflict with a Quote, the Quote shall control.

2. Services. Compounder's International Analytical Laboratory ("CIAL") will perform testing, prepare a Report, and all other services agreed to by CIAL and Customer (collectively, the "Services") in accordance with generally prevailing industry standards. Services will be performed in accordance with CIAL's current test methods and pricing ("Price List"). For any Services to be performed outside of the Price List, a Quote will be required. In such cases, CIAL will perform the Services in accordance with the specifications defined in the Quote. A Quality Agreement may be executed by CIAL and the Customer. CIAL will not be required to perform any Services outside the scope of the Price List, Sample Submission form, or Quote, unless a Quality Agreement signed by both CIAL and Customer exists. CIAL makes no conclusions or warranties regarding the release of any Customer product. The test result(s) and underlying data released by CIAL are insufficient to determine whether to release any pharmaceutical products for distribution and only pertain to Samples received and tested by CIAL.

3. Samples and Documentation. The Customer is responsible for selecting the materials ("Sample") that the Customer sends to CIAL for Services in compliance with all applicable laws, regulations, and rules of the relevant governmental regulatory authorities. Customer will provide CIAL with sufficient amounts of Sample necessary to perform requested test(s), as defined in the Price List or Quote, at no cost to CIAL. CIAL will also require the following sample information ("Documentation"), when applicable; Sample Submission form, Master or lot-specific batch records ("Formulation Sheets"), and/or Certificate of Analysis ("CoA"). Information provided by the Customer will be recorded on CIAL's Report. The Customer will be responsible for the shipping and handling of all Samples sent to CIAL. Thirty (30) days following the completion, or termination, of any Service, CIAL will discard any remaining Sample unless requested by the Customer in writing prior to the thirty (30) days. The Customer is responsible for providing CIAL a prepaid shipping label for Samples to be returned. CIAL is not responsible for Samples once it leaves the physical premises of CIAL.

4. Change Request. The Customer may request a change in scope in writing ("Customer Change Request") of any Services to be performed. CIAL must agree to such change(s) prior to implementation. The Customer is responsible for any additional costs and/or fees associated with the change. The Customer may terminate Sample testing at any time prior to CIAL's initiation of the requested test(s). The Customer shall pay CIAL for all Services rendered through the effective date of termination, per the effective date of the Customer Change Request.

5. Rush Request. The Customer may request an expedited turnaround time ("Rush Request") of most Services on the Price List at an additional cost. Rush Requests must be received, and approved by CIAL, no less than ("NLT") 24 hours prior to receipt of the Sample. CIAL offers the following rushes; 24 hour and 2 - 3 day. CIAL reserves the right to refuse Rush Requests for any reason.

6. Turnaround Times. CIAL will make every effort to render Services within the turnaround times ("TAT") specified in the Price List or Quote. TAT begins upon CIAL's receipt of all Documentation and is reflected in CIAL's tracking number designation. Stability or Beyond Use Date ("BUD") time points are based on the Customer compound date, unless otherwise specified in the Quote.

7. Reports and Records. The Customer is responsible for providing CIAL with the acceptance criteria to be applied to the Sample. If no specification(s) is provided, CIAL will defer to the following, in order; Customer protocol, Customer Approved Method ("CAM"), USP monograph or chapter, or Sample Submission. If the Customer selects "Non-Regulated/Research" on the Sample Submission, Samples will be reported For Information Only ("FIO"), unless specified otherwise. If no CAM or USP monograph method(s) is available, CIAL will defer to appropriate, in-house, and/or non-validated method(s). Test results ("Reports") will be released and published through CIAL's website. Only personnel with active access ("Data Authorization") will be able to view Customer Reports. Chromatographs and/or scanned lab notebook pages ("Raw Data") may be requested by the Customer through a Quote for an additional Fee. The Customer is responsible for submitting documentation to add or revoke Data Authorization. Should a published Report be changed, amended, and/or re-issued, the Report will be identified as such along with the reason for the change. CIAL defers to a Simple Acceptance rule, in which the acceptance limit is the same as the tolerance limit. CIAL's Statement of Conformity is when the customer requests a specification or standard for the test or calibration, the specification or standard and the decision rule shall be clearly defined. Unless inherent in the requested specification or

standard, CIAL's decision rule shall control. CIAL will keep complete and accurate records of each Samples for five (5) years after completion of the test.

8. Fees. Payment for Services ("Fees") is due upon release of the Report and receipt of invoice, unless other payment terms have been previously arranged. Payments can be made via Automated Clearing House (ACH)/credit card or purchase order/check and must be in US Dollars. CIAL requires all customers to provide a valid credit card and/or ACH account to be on file before testing begins. For ACH/credit card payments, Fees will be processed immediately upon the completion of Services. If payment is not received within 31 days of Report release, a late charge of 10% will be added to the total invoiced amount. If payment is not received within 90 days of Report release, the Customer's ACH/credit card on file will be charged, with an additional 25% added to the total invoiced amount. Pricing for single time point testing is subject to CIAL's current Price List on the date CIAL receives the samples. Pricing for multiple time point studies is subject to pricing defined in the Quote. Reports and Invoices will be sent after the completion of each time point, per the terms stated above. CIAL typically does not charge for the majority of reference material ("Standards") required for testing. However, if the Customer requests testing whose Standard is not within CIAL's current inventory and/or specialty item required to meet specific monographs, the Customer will be responsible for any additional Fees.

9. Limitation of Liability. CIAL has taken every reasonable precaution to protect its facility and Customer property in its possession. By submitting Samples, the Customer is voluntarily placing Customer property, in the form of Samples, into CIAL's possession to be held until testing is completed. CIAL will not be liable for any delay or failure to perform Services, where such delay or failure arises or results from any cause beyond CIAL's reasonable control, including, but not limited to; flood, fire, explosion, natural catastrophe, military operations, war, computer or other equipment failure, severe weather, earthquake, tornado, or other act of God, power loss or reduction, labor disputes of any kind (whether relating to its own employees or others), embargos, governmental regulation, or an inability or delay in obtaining materials. Customer releases CIAL of any liability on the part of CIAL of damage or loss to Customer property while in CIAL's possession.

10. Severability. If any of the provisions of these Terms and Conditions or an applicable Quote are deemed to be invalid or prohibited under applicable law, such provisions will be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of these Terms and Conditions or the Quote.