



Thank you for choosing Vitisystems Inc., dba Caltest Analytical Laboratory for your laboratory service's needs. These terms and any submitted Chain of Custody form make up your agreement with Caltest (this "Agreement"). You may also be referred to as "Client". Please read this Agreement carefully as it sets forth your contractual obligations with Caltest.

Standard Terms and Conditions:

- I. SCOPE OF SERVICES -The following terms and conditions shall apply to all laboratory services performed by Caltest unless another written proposal or agreement is signed by both parties.
- II. COMPENSATION - Client agrees to pay Caltest for all services performed in accordance with the compensation provisions and analytical fees described in Caltest's quote, email, or other written agreement with the client. Without approved credit application, payment terms are "COD" and payment is required prior to the release of results. With approval of credit application, Client agrees to pay Caltest within 30 days after the invoice date (NET30) unless extended terms are agreed to by Caltest management in writing. All invoices not paid within such time will accrue interest at the rate of 1.5% per month or the highest rate allowable by law, whichever is less. Other services provided on a time-and-expense basis will be negotiated and agreed to in writing prior to performance. Client agrees to reimburse Caltest on a time-and expense basis for all services relating to litigation to which Caltest is not a party and arising from the performance of services.
- III. WARRANTY -Caltest warrants that it shall perform all services in accordance with applicable laws and regulations. All testing and reports shall conform to generally acceptable analytical laboratory principles and practices.
- IV. LIMITATIONS ON LIABILITY -UNDER NO CIRCUMSTANCES SHALL THE CUMULATIVE LIABILITY OF CALTEST FOR ANY AND ALL CLAIMS OR DAMAGES ARISING FROM THE SERVICES, UNDER ANY CAUSE OF ACTION, OR THEORY, INCLUDING STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT ACTUALLY RECEIVED BY CALTEST FOR THE SERVICES GIVING RISE TO SUCH CLAIM.
- V. INSURANCE -Caltest shall maintain the following minimum insurance: 1) Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability; the combined single limit for bodily injury and property damage shall be not less than \$1,000,000; 2) Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars; the combined single limit for bodily injury and property damage, shall be not less than \$1,000,000; 3) Statutory workers compensations and employers' liability insurance; and 4) Professional liability insurance.
- VI. TERMINATION OR SUSPENSION OF SERVICES -Client may suspend or terminate all or a portion of the services performed by providing Caltest with at least two (2) weeks' notice. Client shall pay for all costs incurred to the date of such suspension or termination in accordance with the compensation provisions in the fee schedule, proposal, or other written agreement. Caltest reserves the right to suspend all services if Client does not pay invoices when due.
- VII. ASSIGNMENT -These terms and conditions are binding upon Caltest and its Client, their successors, heirs and assigns. This Agreement may not be assigned by Client without the prior written consent of Caltest.
- VIII. ENTIRE AGREEMENT -These terms and conditions and fee schedule, quote, or other written agreement to which they are incorporated by reference, constitute the entire understanding between Client and Caltest regarding the performance of services. No other agreement, express or implied, shall be of any force or effect except when in writing and signed by both parties.
- IX. JURISDICTION & VENUE -These terms and conditions shall be administered and interpreted under the laws of the State of California. If any of these terms and conditions are found to conflict with applicable laws, such part will be declared null and void insofar as it conflicts with said laws and the remainder shall be in full force and effect. The parties hereby agree that the courts of California, Napa County, shall be the exclusive venue for any action or claim arising from this Agreement.
- X. TURNAROUND TIME -Caltest will process samples in as timely a manner possible. It is recognized that due to workload, equipment failures, quality control issues, and other unforeseen reasonable causes turnaround time can vary. Unless specific turnaround times are arranged and documented on the chain of custody, there will be no compensation for extended turnaround time.





Date: _____

New Client Information

Company Name: _____

Contact for Reports: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____ Website: _____

Invoice Information (if different from above)

Company Name: _____

Contact for Invoice: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Additional Contacts for Reporting Purposes

Name: _____ Phone: _____ Email: _____

Name: _____ Phone: _____ Email: _____

REPORTING DETAILS

By default, all clients are set up to receive report and invoice documents electronically. If you would prefer, or would also like, hard copies of these documents, we are happy to provide them, just note your preference below:

- Electronic only report and invoice (default)
- Electronic and hard copy reports
- Electronic and hard copy invoice
- Hard copy only report
- Hard copy only invoice

ELECTRONIC DATA DELIVERABLES (EDD)

Caltest is happy to provide EDDs for your project, please specify any needed formats (e.g. CIWQS, CEDEN, WaterTrax etc..)

Yes, please provide an EDD with the following format: _____





Credit Application Form

Name of Firm or Individual

Address Years at this Address

City State Zip

Hereby applies for credit in accordance with the terms and conditions of
 Caltest Analytical Laboratory Attn: Accounting Manager
 1885 North Kelly Road **Credit Term: Net 30 Days**
 Napa, CA 94558 Phone: 707-258-4000

OWNERSHIP

The following information must be provided. It will be held in strict confidence.
 Corporation _____ Partnership _____ Individual _____
 Federal Tax ID # or SSN (if Individual) _____

	Name(s) of Principals	Email Address:
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

FINANCE

Primary Bank Bank Address Phone

Bank Officer or Department Phone

REFERENCES

	Business	Complete Address	Email Address
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

I certify that all the information on this form is correct. I fully understand and agree to the terms and conditions provided and agree to payment within 30 days of invoice date.

Signature Title Date

