AL&L Crop Solutions, Inc.

Terms and Conditions

1. Plant samples submitted to AL&L Crop Solutions, Inc. will be analyzed for the presence of pathogens using the most sensitive and appropriate diagnostic technologies available.

2. Client understands that the sample source and condition can affect the outcome of these analyses. Client agrees to submit a sample that is representative of its original source and was collected according to the sample collection guidelines appropriate for the given disease or diseases the sample is to be tested for. Condition and correct labeling of the sample is the sole responsibility of the client.

3. Client acknowledges that pathogens of woody perennials can be unevenly distributed in a given plant and therefore a negative test result does not guarantee that the plant is free of that disease agent.

4. Client shall pay AL&L Crop Solutions, Inc. within 30 days following receipt of the invoice. Late fee charges may be applied to invoices past 30 days.

5. Client agrees to the Terms and Conditions set forth above. Client acknowledges that AL&L Crop Solutions, Inc. does not express any warranty for the testing services other than stated above and that AL&L Crop Solutions, Inc. is not liable by reason of its performance under this agreement for any loss of profits, claims, or damages occurred to the client, other person, or a third party. Client agrees that the liability of AL&L Crop Solutions, Inc. does not exceed the total amount paid for the analysis.

6. All customer relations including communications, plant materials and reports are strictly confidential and will not be released to third party unless stated so by the client or required by the law.

7. Client agrees that AL&L Crop Solutions, Inc. has right to use submitted samples for research and development purposes.