



Terms and Conditions, Payment Information Effective March 2010

Testing Terms & Conditions

Samples received at IDFL Laboratory and Institute (IDFL) locations are subject to the following terms and conditions:

- Sample Receipt.** All samples must be accompanied by a correctly filled-out IDFL sample submittal form or printed confirmation of an IDFL online sample submittal form.
- Contract.** All requests for testing services are at the discretion of IDFL to perform and no request and/or receipt of a sample will constitute a binding commitment of IDFL for testing. Only when a written report is issued are services under contractual agreement. The cancellation of tests already performed by IDFL automatically generates a written report and client must pay for such testing.
- Receiving Hours.**
USA 8:00 - 17:00 Mountain Standard Time (MST)
China 8:00 - 16:00 Beijing Time
Europe 8:00 - 16:00 Central European Time
Business days are defined as weekdays (Monday through Friday) and exclude national or regional holidays in their respective countries and Saturdays and Sundays. Samples arriving after 15:00 will be considered received on the following day. Samples requiring Same Day Rush service must arrive at IDFL no later than 12:00 noon.
- Cancellation and Changes.** Tests that have already been performed cannot be canceled. All other requests for corrections, re-tests, and/or report re-issues should be in writing preferably via email. Fax or postal mail are also acceptable methods to request changes.
- Legal Cases.** If Client anticipates any legal proceeding, arbitration or dispute they must notify IDFL prior to submitting the sample. If Client anticipates any such action after receipt of test report, they must notify IDFL within 3 working days. In such proceedings, IDFL has no obligation to provide expert witnesses for litigation or proceedings unless IDFL agrees to do so. Expert witness services are not included in the testing fee.
- Sample Storage.** IDFL will hold a portion of the sample for 90 days. A small 5-10g reference sample (components) will be held for 2 years. IDFL may, at its discretion, dispose of samples after being stored for a period of ninety (90) days.
- Use of Test Report.** The Test Report issued by IDFL, is intended for the exclusive use of the Client in its normal course of business of buying and/or selling products. The Test Report shall not be published, used for advertising purposes, copied or replicated for general distribution without the prior written consent of IDFL.
- Copyright.** IDFL trade names, trademarks, logos and copyrights are the sole property of IDFL and shall not be used by the Client without prior written approval of IDFL and then only in the manner prescribed by IDFL.
- Additional Terms and Conditions.** See pages 2-3 for additional Testing Terms and Conditions, Test Report Disclaimer, Privacy Policy, Website Disclaimer and Altered/Fraudulent Report Policy.

Payment Terms & Discounts

- Invoices for testing are normally issued and sent out the day after testing is completed.
- Payment is due within 30 days from the date of invoice. Late payments will be subject to late fees.
- Delinquent accounts will be turned over to collections, and future testing reports will not be issued until previous balances are paid in full.
- IDFL reserves the right to cancel testing or restrict issuance of a Test Report to a Client with overdue invoices.
- Any other payment arrangement must be made in advance after discussion with IDFL staff.
- A 5% discount will be applied when payment is received with samples. Please contact IDFL for a pro-forma invoice. (See page 3 for details on discounts)
- Interest shall be due on overdue amounts beginning 30 days from date of invoice until paid at an interest rate of 2% per month.
- Accounts with late or no payments shall have any volume discount or special discounts removed.
- IDFL reserves the right, at any time, to revoke any credit or discounts extended to the Client (this includes, but is not limited to: non-payment for Test Reports received, late payment of current invoices, incomplete payment of current invoices).
- The Client agrees that any dispute arising from the agreement for services will be governed by the laws of the State of Utah in the United States of America.
- Prices may change without notice. Contact IDFL for current prices.
- IDFL offers the following volume discounts:

50 - 74 samples	4 %
75 - 99 samples	5 %
100 - 199 samples	6 %
200 - 299 samples	8 %
300 - 399 samples	10 %
400 - 499 samples	12 %
500 - 999 samples	14 %
1000-1499 samples	15 %
1500+ samples	16 %
- See page 3 for additional discount information.

Payment Methods

Please include IDFL Invoice Number on Check or Bank Transfer Information

CHECK

A check drawn on a US bank in USD may be sent to our address:

IDFL
1455 South 1100 East
Salt Lake City, UTAH 84105 USA

USA BANK WIRE TRANSFER

Wells Fargo Bank Northwest, N.A.
1095 East 2100 South
Salt Lake City, UTAH 84106 USA

Account Name:
International Down and Feather Testing Laboratory

** Contact IDFL for Routing Number, Account Number, and Bank Swift Code

EUROPE BANK TRANSFER

UBS Bank
CH-8501 Frauenfeld Switzerland

Account Name: **IDFL Europe**

- €URO**
- SWISS FRANC**
- US \$ DOLLAR**

** Contact IDFL for Routing Number, Account Number, and Bank Swift (BIC) Code

Please include IDFL Invoice Number on Bank Transfer Information

IDFL uses xe.com as a reference for current international exchange rates.

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Website Disclaimer

IDFL Laboratory and Institute (IDFL) has taken every action to ensure the accuracy of the information provided on its website. However, the information is provided "as-is" without warranty of any kind. IDFL does not accept any liability resulting from content, completeness, accuracy, timeliness or legality of the information contained on any part of this website.

IDFL shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential or other) whether arising in contract, tort or otherwise, which may arise as a result of client use of, or inability to use, or failure to use this website or information on this site.

The IDFL website provides links to other websites owned by third parties. The content of such third party sites is not within IDFL's control and IDFL cannot and will not take responsibility for the information or content therein. Links to such third party sites are not to be construed as an endorsement by IDFL of the third party site, or any products promoted, offered or sold on the third party site. IDFL does not warrant that such sites are free from computer viruses or other destructive properties. IDFL cannot and does not take responsibility for the collection or use of personal data from any third party site. In addition, IDFL will not accept responsibility for the accuracy of third party advertisements.

Privacy Policy

IDFL values Client privacy. Designated information on the IDFL website is offered without requiring personal information from the Client. IDFL may require Client information for certain services. This information generally includes but is not limited to: name, company, physical address, phone and/or fax number and email address. This information is only collected to better serve clients. IDFL will not sell, distribute or otherwise give to third party entities any information IDFL collects.

Client information will be kept secure and private and only limited access will be granted to specific employees or agents of IDFL for specific reasons. These reasons may include but are not limited to the following: market research and occasional dissemination of relevant information.

Occasionally IDFL will send announcements, newsletters and marketing material via email to individuals and/or companies who have specifically requested to receive such communications. In some cases this information or material may be sent to parties who have not expressly requested it, in these cases the party who receives the material may contact IDFL and request to be added to the list of individuals who will not be contacted.

Test Report Disclaimer

Client represents and warrants to IDFL that (a) each sample submitted is representative of the lot from which it was taken (b) Client will cease to use and rely upon IDFL's Test Report for any product or lot whose properties are altered from the sample provided to IDFL for testing upon which the Test Report is based.

The Test Report will set forth the findings of IDFL solely with respect to the test samples indicated. Results set forth in the Test Report are not intended to be indicative or representative of the quality or characteristics of the lot from which a test sample is taken. The Client shall not necessarily rely upon the Test Report as being indicative or representative of the entire lot or of the tested product in general. The Test Report will reflect the findings of IDFL at the time of testing only. The Test Report will be based solely on the samples and written information provided at the time of submission to IDFL by the Client.

Every effort shall be taken by IDFL to ensure accuracy and clarity of the Test Report. The Client may file any grievances regarding the accuracy of the Test Report in a timely manner at which time the error shall be corrected as IDFL finds appropriate and the Client shall not hold IDFL responsible for damages relating to the Test Report.

Client shall, hold harmless and indemnify IDFL its employees, agents, and subcontractors against all actual or alleged third party claims for loss, damage or expense whatsoever and however arising from or relating to (i) the performance, purported performance or non-performance of any services by IDFL, (ii) the sale, resale, manufacture, distribution or use of any tested goods, or (iii) breach of the Client's obligations or warranties under this agreement.

In no event whatsoever shall IDFL be liable for any consequential, special, incidental, exemplary or punitive damages in connection with, relating to or arising out of the Test Report, the product tested or the services provided by IDFL hereunder, including without limitation to loss of or damage to property or reputation; or loss of income, profit or use.

These Conditions and the Test Report represent the entire understanding of the parties hereto with respect to the subject matter hereof and the Test Report, and no modification, variance or extrapolation with respect thereto shall be permitted without prior written consent of IDFL.

Other grievances, issues, problems or other dissatisfactions will be resolved according to the laws of the State of Utah in the United States of America.

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IDFL Fraud and Altered Reports Policy

IDFL will not tolerate altered, fabricated or fraudulent reports. Such reports include but are not limited to:

- **Fabricated Report:** Any report that appears to be an IDFL report but was never issued by IDFL;
- **Altered Report:** Any IDFL issued-report that has been changed in any way regardless of how small or insignificant;
- **Fraudulent Report:** Use of any IDFL report contrary to the terms expressed herein or use of an IDFL report that has been subsequently replaced or corrected by an amended report.

Method to determine IDFL Report Fraud:

IDFL will help any client verify report authenticity. If IDFL discovers that any written or electronic report does not match IDFL's database, the report will be considered fraudulent and IDFL will investigate to determine the report origin. IDFL includes a Security Checksum Number on the IDFL reports to help to verify report authenticity. IDFL will hold any company responsible for any fraudulent report created by its employees.

Fraudulent Reporting Actions & IDFL Rights

In the event, that a client or any entity or individual is found to have altered IDFL reports, IDFL will initiate the following procedures:

- IDFL may take adequate time to investigate the entire incident.
- IDFL will immediately contact legal, government and industry authorities.
- IDFL has the right to fine any party guilty of altering or fabricating reports with a minimum fee of ten times the IDFL value of each reports' revenue.
- IDFL reserves the right to refuse to test for any company known of altering reports.
- IDFL will also contact related companies to verify other reports for authenticity.
- IDFL reserves the right to publish the names of companies known of fraud in civil, industry and company newsletters.
- IDFL reserves the right to prosecute the company to the full extent of the law
- IDFL reserves the right to investigate any other affiliated parties of the suspected company to verify report authenticity.
- IDFL will bill the company responsible for altered or fabricated reports to cover legal fees and IDFL or law enforcement investigation.

Discount Information

IDFL provides many types of discount to its clients.

1. A 5% discount will be applied when payment is received with samples. Please contact IDFL for a pro-forma invoice.
2. IDFL offers volume discounts according to the schedule found on page 1.
3. Volume discounts are based on the total samples submitted by the client during the previous 12 months.
4. IDFL supports industry associations and organizations that encourage the manufacturing and trade of quality products by offering discounts to members of such organizations. Enquiries can be handled through Customer Service or Marketing Representatives.
5. Other discounts may also be discussed with IDFL Customer Service or Sales and Marketing Representatives.
6. IDFL offers substantial discounts on packages of tests. (see sample submittal forms and price list for details.)
7. Accounts with late or no payments shall have any volume discount or special discounts removed as per section 9 of the "Payment Terms & Discounts" section on page 1.

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