



Summit Plant Laboratories, Inc.

3003 West Vine Drive 80521

1-800-654-1017

info@plantlabs.com

NEW CLIENT APPLICATION FORM

Please complete this form and submit via email, fax, or post to set up a new account.

COMPANY INFORMATION					
COMPANY NAME					
PARENT COMPANY					
ADDRESS					
CITY		STATE		ZIP CODE	

BILLING INFORMATION					
BILLING ADDRESS		<input type="checkbox"/> SAME AS PHYSICAL ADDRESS (PLEASE ENTER BELOW IF DIFFERENT)			
CITY		STATE		ZIP CODE	
BILLING EMAIL					

CONTACT INFORMATION			
PRIMARY CONTACT			
TITLE/POSITION			
PHONE		FAX	
EMAIL			

USER AGREEMENT		
I declare that I have read and accept the "Terms and Conditions" made available to me on page 2 by Summit Plant Laboratories, Inc. I hereby warrant that all information provided above is true and correct.		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		



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TERMS AND CONDITIONS

1. **EXPRESS WARRANTY:** SPLI's Lab warrants that: (i) the Lab will perform the requested Test on the Number of Seeds of the Crop, Lot and Variety specified on the clients' sample submission form and in accordance with the National Seed Health Association – (NSHA); and (ii) the Lab may /may not find evidence of a pathogen in the sample of Seeds tested. The lab will notify the client of its findings via a Certificate of Analysis Form.

2. **ASSUMPTION OF RISK:** Client acknowledges that the Lab will test only a small sample of a large lot of the Seeds and may/may not find evidence of a pathogen in the small sample of seeds tested. Client assumes all liability and risk that any seeds not within the small sample tested by SPLI's Lab may contain pathogens.

3. **DISCLAIMER OF WARRANTIES:** THE LAB MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ANY LATENT DISEASES, VIRUS OR PATHOGEN OF ANY NATURE, OR OTHERWISE WITH RESPECT TO ANY SEEDS EXCEPT THOSE SEEDS SPECIFICALLY INCLUDED WITHIN THE SAMPLE OF SEEDS ACTUALLY TESTED BY THE LAB. LAB MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES WHATSOEVER CONCERNING ANY SEEDS WITHIN THE LOT, EXCEPT THE SEEDS SPECIFICALLY INCLUDED IN THE SAMPLE TESTED BY THE LAB.

4. **LIMITATION OF DAMAGES:** ANY DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED IN ALL EVENTS TO THE RETURN OF THE ACTUAL AMOUNT PAID TO THE LAB FOR THE TEST PERFORMED IF IT IS FINALLY DETERMINED THAT SEEDS WITHIN THE SAMPLE TESTED BY THE LAB ARE FOUND TO BE IN VIOLATION OF THE EXPRESS WARRANTY SET FORTH IN SECTION 1 ABOVE. IN ANY EVENT, THE LAB SHALL NOT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE RETURN OF THE AMOUNT PAID TO THE LAB IS THE EXCLUSIVE AND SOLE REMEDY AVAILABLE TO THE CLIENT FOR BREACH OF THE EXPRESS WARRANTY SET FOR IN SECTION 1 ABOVE.

5. **MISCELLANEOUS:**

(a) The foregoing terms and conditions supersede all prior negotiations, representations or agreements, either written or oral.

(b) The foregoing terms and conditions may be modified only by written instrument signed by both Client and Lab.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction and venue for any action arising out of this Agreement shall be in the Larimer County, Colorado District Court. Both parties **waive the right to trial by jury** in any action arising out of this Agreement. The Court shall award costs and attorneys' fees to the party that substantially prevails in any litigation.

(d) If any of the foregoing terms and conditions is found to be invalid by a court of competent jurisdiction, all terms and conditions that are severable from the invalid term or condition shall remain in effect. If a term or condition is determined to be invalid in one application, the term or condition shall remain in effect in all valid applications that are severable from the invalid application.

(e) These terms and conditions shall be binding upon and inure to the benefit of the Lab, the Client, and their respective heirs, executors, administrators, personal representatives, successors and assigns.