

## Terms and Conditions (Effective 10-15-09)

### Confidentiality

All conversations and documentation are confidential. ACTA will provide information to regulatory agencies as required by law.

### Fees

The fees charged for testing are in accordance with ACTA's Price List or a specific quote. ACTA reserves the right to change its fees without notice, but will always inform and require agreement from its clients of price changes prior to initiation of work.

### Methods

The choice of methods used to test the client's product is the responsibility of the client. For the purpose of this Terms and Conditions document, "Validation" is defined as any validation as well as activities which meet the following 21 CFR 211.194 requirement: "The suitability of all testing methods shall be verified under actual conditions of use." This includes but is not limited to, method transfer, verification, qualification, and validation. The client is responsible for understanding the "Validation" status of these methods, and for ensuring that the "Validation" status is suitable for the intended use of the results. ACTA offers method "Validation" services to its clients for a fee. The price of each test in the price list is the price for performing the test, and does not include the cost for the "Validation" of the test. Results reported do not include "Validation" of the test unless indicated on the report.

### Sample Submission

Clients must submit samples to ACTA in packaging that is appropriate for the sample. Clients must submit written instructions to ACTA for the services to be performed, including requests for method "Validation" and other services. The client must use an ACTA Test Request Form, and complete all sections. Additional documentation may be included with the Test Request Form to provide additional instructions to ACTA.

### Sample Storage

Prior to and after testing, samples will be stored as requested by the client on the Test Request Form.

### Standards

ACTA uses USP Reference Standards when they are available. It is the responsibility of the client to assure the suitability of standard materials used to test their products.

### Data

Data related to ACTA's internal activities such as calibration, maintenance, etc., are retained indefinitely. Data generated during the testing of client samples will be archived by ACTA for ten (10) years. After the ten-year period, the disposition of the data will be as directed by the client on the Test Request Form. During the record retention period at ACTA, copies of data can be provided to clients for a fee.

### Sample Retention

The sample will be retained as requested by the client on the Test Request Form.

### Certificates of Analysis

Test results will be issued on a report or Certificate of Analysis (report). The results and interpretation apply to the sample tested only; any additional interpretation of the results is the responsibility of the client. The report may not be reproduced, except in full, without the written approval of ACTA. The report may not be used for advertising or other public use without the written approval of ACTA. The report will state the work that was performed by ACTA. "Validation" is not performed as part of the testing results reported unless it is indicated on the report. A copy of the completed, signed report will be archived at ACTA.

By signing below, I attest that I have read, understood, and agree to the above terms and conditions and am authorized by my company to sign on its behalf.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Name / Title \_\_\_\_\_

Signature / Date \_\_\_\_\_