

Applicability. The terms and conditions set forth herein shall be applicable to the provision of all laboratory services by Wenger Feeds, LLC ("WF") to all customers who purchase laboratory services from WF (each a "Customer"). In the event of any conflict between these terms and conditions and any purchase order, invoice or other communication, these terms and conditions shall control.

Services. WF shall provide the services requested by Customer on an applicable Sample Submission Form or in other communication between WF and Customer as accepted by WF (the "Services") in accordance with these terms and conditions. It shall be Customer's responsibility to select appropriate services, and WF shall have no liability for Customer's selection or failure to select any service or failure to perform any service not selected by Customer. Customer agrees to provide all necessary information and do all other things necessary for the provision of the Services by WF, including but not limited to sample collection and preparation (collectively, the "Prerequisites") as communicated by WF, and WF shall be relieved of the obligation of providing any or all of the Services if Customer fails to complete any Prerequisites. Customer accepts all responsibility for the proper completion of the Prerequisites, and WF, by way of example and not in limitation, shall not be responsible for the collection method or propriety of any sample provided by Customer. WF, at its sole discretion, may waive (in writing) any Prerequisites, but any such waiver shall not operate as a waiver for any other Prerequisites or of the same Prerequisites in the future. If Customer requests additional or different services from those previously accepted by WF for any particular sample or samples, WF shall have the sole discretion to undertake the additional or different services if technically possible, and Customer shall be responsible for the payment of all Services actually provided.

Payment. The cost for the Services will be invoiced within ten (10) days of the date the Services are completed. Customer shall remit payment in full on each invoice according to the billing terms located thereon, or absent such billing terms, within thirty (30) days of the date thereof. Any balances not paid within thirty (30) days of the date of the invoice will be charged the interest rate indicated on the invoice, or absent any interest rate indicated, at a rate of 1% per month. WF reserves the right to refuse to provide future Services to Customer if Customer has not paid any balance when due and owing, or alternately reserves the right to demand payment in advance for future Services to be performed if Customer had not paid any balance when due and owing. WF reserves the right to apply all payments received from Customer to outstanding balances in such order as it sees fit.

Nonpayment. WF reserves the right to condition the release of any or all results of Services to Customer unless and until payment in full for all Services is made. WF's refusal to release results of any Services to Customer because of non-payment will not prevent WF from releasing results of Services to any regulatory body as required by law.

Warranty. WF represents and warrants that all Services will be provided in a workmanlike manner and in accordance with industry standards and relevant certification, if any, and that all materials used in the provision of the Services shall be suitable for the intended use. Customer acknowledges that many variables affect the products represented by Customer's samples, and that WF shall have no liability for the costs or results of any Services provided or any consequences thereof, except as specifically set forth herein. EXCEPT AS SET FORTH ABOVE, NEITHER WF NOR ANY PERSON ON WF'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS, THE MATERIALS USED IN THE PROVISION OF THE SERVICES, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY WF, OR ANY OTHER PERSON ON WF'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT.

Indemnification. CUSTOMER hereby releases and will protect, defend, indemnify and hold harmless WF and its respective shareholders, officers, agents and employees (collectively, the "Indemnitees") against all claims, liabilities, damages, loss and expense (including any incidental, direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses), except as caused solely by the willful misconduct or negligence of the Indemnitees, incurred or imposed, arising out of or relating to: (i) the Services provided to Customer and any result thereof; (ii) death, disease or other injury or defective condition of any animal exposed to Customer's product for which WF provides services; (iii) any injury that may occur to the Indemnitees or any of them as a result of the Indemnitees' acceptance of a sample from Customer for the provision of Services, which injury is not caused solely by the negligence or willful acts of any of the Indemnitees; and (iv) failure by Customer to comply with these terms or any statutes, ordinances, regulations or orders of any governmental authority.

Limitation on Damages. The liability of WF to Customer or any third party on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the Services shall be limited to the amount of the cost for Services paid by Customer over the (12) month period immediately preceding the claim. IN NO EVENT SHALL WF BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT WF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

Confidential Information. Customer acknowledges that WF has no responsibility to maintain as confidential the fact of its provision of Services to Customer or any results thereof. Customer specifically authorizes WF to share any information relating to its provision of Services or the results thereof at WF's discretion or as otherwise required. Notwithstanding the forgoing, WF will take reasonable measures to maintain any of Customer's financial information and intellectual property confidential.

Force Majeure. Except for the payment of any amounts due and payable, neither Customer nor WF shall be liable for any failure or delay in performing the Services or Prerequisites or any other obligation when the cause of failure or delay is beyond the party's control, including but not limited to acts of God, fire, strikes, explosions, epidemics, pandemics, hostilities, wars, civil unrest, government laws or orders or any similar event.

Governing Law/Dispute Resolution. This Agreement shall be governed by the laws of Pennsylvania both as to interpretation and performance, without regard to its choice of law provisions. Any action of law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the Courts of the County of Lancaster, Commonwealth of Pennsylvania, and each party waives the right of change venue.

Entire Agreement. It is expressly understood and agreed by and between the parties hereto that these terms and conditions set forth all the promises, agreements, conditions and understandings between the parties, and that there are no promises, agreements, conditions or understandings, either oral or written between them other than are here in set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to these terms and conditions shall be binding upon either party unless reduced to writing and signed by the parties.