



SWIFT LABORATORY

Sample Mailing Address:
201 E Center St Ste 112 PMB 5019
Anaheim, CA 92805

Phone: (714) 598-3497
Email: clients@swiftlaboratory.com

CUSTOMER INFORMATION		REPORT TO		INVOICE TO	
Company		Attn		Attn	
Address		Email		PO#	
Phone		Phone		Email	
		Fax		Phone	

No.	Sample Name	Lot #	Test/Analysis	Specification/Range	Normal or Rush	Special Instruction
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

Normal Turnaround: 4 Business Days	Rush (50% Surcharge): 2-3 Business Days	Rush (100% Surcharge): 1 Business Day
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Submitted/Approved by: Name _____ Signature _____ Date _____

BY SUBMITTING A SAMPLE WITH THIS SUBMITTAL FORM, CUSTOMER AGREES THAT THEY HAVE READ, AND AGREE TO BE BOUND BY SWIFT LAB'S FULL TERMS AND CONDITIONS ATTACHED TO THIS FORM AS BELOW OR WWW.SWIFTLABORATORY.COM



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Terms of Service

These Terms of Service contain the terms and conditions under which Swift Lab, provides laboratory services (“Services”) to its customers (each a “Customer”). Customer’s submission of a sample submittal form or delivery of any sample(s) to Swift Lab constitutes Customer’s acceptance of these Terms of Service. It is Customer’s responsibility to check the Terms of Service for any future changes. Customer’s submission of a sample submission form or delivery of any sample(s) to Swift Lab after any changes constitutes Customer’s acceptance of the changes. Should Swift Lab and Customer have agreed upon a different written contract covering Services, that contract will control during its term.

Sample Acceptance & Retention

On receipt of the sample submittal form along with the sample, the requested analysis for the sample will be reviewed. Samples received without a sample submittal form will be placed on hold and Customer will be notified. Samples on hold for more than 3 weeks will be discarded if Customer does not specify the request needed.

Samples are generally in queue for analysis on a “first come first served” basis, unless sample is identified as a “rush.” We aim to complete the sample analyses within 4 working days from the initial receipt of the sample. Requests for “rush” are subject to a surcharge, the exact surcharge may vary based on the speed requested and the type of testing required. Customers will need to request a “rush” for their sample on either the sample submittal form or via email. Unless Customer has prior business with Swift Lab, prices will be determined and agreed on before testing commences.

Swift Lab reserves the right to refuse or reject any sample that it considers to be a hazardous risk to health or the environment, unsuitable for testing because of sample amount or laboratory capabilities.

Samples are retained for three (3) months from the time they arrive at Swift Lab. However, if the sample is perishable, it will be discarded immediately once testing is completed.

Health & Safety

Customers must inform Swift Lab of any hazard relating to the samples submitted for analysis.

Swift Lab will hold Customer responsible for any injury or illness that results from the handling of materials that are not clearly labeled as being of a hazardous nature.

Changes to Services

Swift Lab will make reasonable efforts to satisfy Customer’s written request for changes in analyses testing after acceptable of a sample, such as adding or deleting analyses. However, Customer will be responsible for any change in pricing and/or increase in turnaround times. Customer should contact Swift Lab in advance for additional information.

Customers who request to cancel testing services after sample is processed in the laboratory will be obligated to pay Swift Lab on a pro rata basis for services already performed before Swift Lab received the cancellation request.

Risk of Loss

Swift Lab is not responsible or liable for any action/inaction of any carrier shipping or delivering sample(s) to or from Swift Lab. Customer is responsible for taking the necessary actions to package, label, and transport the sample to Swift Lab.

The Analytical Services

Analyses will only relate to the sample as received and not from any bulk or previous samples that relate to the present sample. Samples with different lot numbers are considered separate analyses regardless of same analyses requested.

Unless Customer has a written request to use a specific testing method, Swift Lab will perform testing using in-house methods.

Repeat Testing

Upon request from Customer, Swift Lab shall repeat testing request if sample contains sufficient material. Swift Lab will only invoice Customer for the repeat test if the repeat testing result confirms the initial test result. If the initial test results are statistically different from the repeat testing result, a Corrective Action form will be filled out and provided to Customer.

Reporting Results & Confidentiality

Once testing is completed and reviewed by the laboratory manager, Swift Lab will send Customer the Certificate of Analysis via e-mail. Swift Lab will not release test results to any party besides the individual(s) specified on the sample submittal form. If Customer needs the test results sent to another party, Customer must provide written approval via email allowing Swift Lab to release results.



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It is the policy of Swift Lab not to provide interpretations or opinions on results of analyses. However, we will be prepared to discuss the facts contained in the analytical report.

Swift Lab will retain raw data reports from analyses for 2 years after testing and retain electronic copies of Customer's Certificate of Analysis (COA) for 3 years.

Our Liability

Swift Lab shall be liable to reimburse Customer on account of any defects in our results as a result of our services. Compensation is only limited to the reimbursement of the testing fees paid for the specific analyses.

Price & Payment

Payment should be made by check payable to "Swift Lab". Payments are due 20 days from the date printed on the invoice.

Swift Lab will not process samples with Customer should Customer have an outstanding balance greater than \$2,000.00 due to Swift Lab.

Prices for particular analyses may vary depending on the material of the sample. The price for the analyses shall be agreed upon between Customer and Swift Lab before testing. Swift Lab reserves the right to request pre-payment for services for large orders.

Force Majeure

Swift Lab will not be held responsible for any failure to perform or delays in turn-around time that is caused by contingencies outside our control.

Contingencies outside our control includes any event, act, accident that is beyond our reasonable control and includes but is not limited to the following:

- civil commotion, war (whether declared or not), civil war, riots, acts of terrorism and sabotage
- fires, storms, floods, earthquakes, other natural disasters and epidemics
- failures in utilities companies such as internet, gas, or electricity services
- labor disputes or strikes

Swift Lab's testing services under any of the circumstances may be suspended for analyses duration that period.

Our Right to Vary These Terms of Service

Swift Lab reserves the right to amend our terms of service to reflect changes in the market conditions affecting our business, developments in technology, shifts in payment methods, changes in relevant laws and regulatory requirements, and updates in our system's capabilities.

Entire Agreement

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

Severability In Event of Partial Invalidity

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

Governing Law

This Agreement shall be governed by and construed under the laws of the State of California, without regard to principles of conflicts of law. The parties agree that any dispute regarding the interpretation or validity of this Agreement shall be subject to the exclusive jurisdiction of binding arbitration, and each party hereby agrees to submit to the personal and exclusive jurisdiction and venue of binding arbitration in the County of Los Angeles, State of California.