

By submitting samples to Quantus Analytical, LLC ("Quantus") for testing, you are agreeing to the following terms and conditions:

1. Quantus will test the samples for evidence of mold and mold spores using industry-standard laboratory techniques and you will pay Quantus for such testing services in accordance with the rates and terms published by Quantus.
2. You understand that the tests performed by Quantus are intended only as a first pass screen of certain aspects of the environment within the building being evaluated based solely on the samples provided by you and are not exhaustive and cannot alert Quantus to all possible contaminants or areas in the building.
3. Quantus relies on information provided by you relating to the characteristics of the area that is sampled, the weather conditions, visual description of the suspected material, area of visible contamination and other such information and Quantus assumes no responsibility for the accuracy, completeness, or timeliness of such information.
4. The information and conclusions stated in the report that Quantus issues are intended FOR INFORMATIONAL PURPOSES ONLY as a good faith opinion, and should not be substituted for the advice, recommendations, or conclusions that would typically be provided by a certified industrial hygienist, registered professional engineer, or other qualified indoor air quality service professional as part of a more detailed examination of the building's condition.
5. The information and conclusions of the reports issued by Quantus should not be relied on as the final factual basis on which to implement remediation and treatment of potential mold problems
6. The tests and reports are for your exclusive use {and for the exclusive use of your client}. No other person or entity may rely upon or utilize the reports supplied in accordance with the terms and conditions of this contract. Any utilization or reliance by any other person, group or entity shall not create any relationship, responsibility, or liability between Quantus and such individual, group or entity.
7. The tests conducted and reports issued under this contract do not and are not intended to include any of the following: (a.) An opinion of the building's overall indoor air quality health as it may relate to the property's marketability or insurability, or to the advisability or inadvisability of its purchase; (b.) A judgment of compliance or noncompliance with any government or non-government code, regulation, covenant, or use restriction; (c.) An opinion of the health risks or lack thereof associated with the building; or (d.) A determination of the presence or absence of any contaminants, toxins, carcinogens, or harmful substances other than mold.
8. All samples received by Quantus may be disposed of 30 days after submission of a Quantus Analytical report to the Client unless otherwise mutually agreed.
9. Quantus makes no guarantees or warranties, express or implied, as to the merchantability or fitness of the building for its intended use. **QUANTUS DISCLAIMS ALL IMPLIED WARRANTIES, AND MAKES NO EXPRESS WARRANTIES OF ANY KIND, IN CONJUNCTION WITH THE TESTED AREAS AND REPORT. SPECIFICALLY THERE ARE NO EXPRESS WARRANTIES MADE REGARDING THE COMPLETENESS OR ACCURACY OF THE TEST RESULTS OR THE CLEANLINESS OR HEALTH EFFECTS OF THE AIR IN THE TEST AREAS. IN NO EVENT SHALL QUANTUS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF THE INFORMATION, CONCLUSIONS OR RECOMMENDATIONS CONTAINED IN THE REPORT.**
10. In consideration for credit being extended, I or we acknowledge and agree to the following: (1) **Payment is jointly, severally and unconditionally guaranteed within 30 days of delivery;** (2) **any charges unpaid after the above 30 days are to be increased by 1.5% per month;** (3) any charges still outstanding after 90 days from date of delivery are subject to collection, and all collection or arbitration expenses, attorney's fees, and court cost will be borne by the purchaser; (4) title to all work shall remain with the creditor until all invoices and additional charges have been paid in full; (5) all claims, request for adjustments, or notifications of errors must be made within 30 days, or charges are considered accepted; (6) this agreement shall apply to all current and future charges; (7) credit privileges may be withdrawn at any time without invalidating the terms of this agreement.
11. This document constitutes the entire agreement between Quantus and you. Any amendments to or modification of the provisions of this agreement shall be in writing signed by both you and Quantus. Each clause or section contained in this contract is separable and independent, and in the event any clause or section is held invalid or unenforceable it shall not affect the validity or enforceability of any other clause or section contained in this agreement. The parties expressly agree that the laws of the State of Ohio shall govern the interpretation, construction and enforcement of this contract, without regard to choice of law provisions.