

**AVAT LLC
Free Fall Testing Labs
3223 N Elizabeth St
Pueblo, CO 81008**

Terms and Conditions

Issue Date: May 27, 2020

These **Terms and Conditions** (Terms) must be carefully read and agreed to by you before using the AVATLabs.com website (the Service) operated by Free Fall Testing Labs (“us”, “we”, “our”).

If you are not in one-hundred percent (100%) agreement of these Terms and Conditions, you may not access our Service

Policy brief & purpose

These **Terms and Conditions** (Terms) disclose the items that conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service (the “Client”) and are incorporated into any sample submission form or service request (“request”), arrangement or understanding between us and the Client.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of these Terms then you may not access our Service.

Scope

These Terms apply to anyone who uses the Service.

Terms Elements

Here are the outlined elements of the Terms.

Purchases and Payment Terms:

If you wish to purchase any service through the Service (purchase), you may be asked to supply information relevant to your purchase including, but not limited to, your business name, federal employer identification number (or equivalent), address, email address, phone number, and the name of the primary contact at the business.

All fees for services are non-negotiable and cannot be changed without prior written notice from us. Fees for services are due at the time of ordering or prior to services being performed. Under no circumstance will

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services be provided to “Due Prior to” Clients or Clients that are Past Due, before payment, including any past due amount and late fees, has been made and verified by us.

Clients may be approved for one or more of the following payment terms, based on length of time as a Client and/or prior payment history:

“Due Prior to” Clients

- Due Prior to Services
- Due Prior to Results

“Net” Clients

- Net 15 – Clients must pass a credit check and provide 3 industry references
- Net 30 – Clients must pass a credit check, provide 3 industry references, and have a good payment history that is long, as determined individually by us

Payments become Past Due under the following circumstances and are subject to the associated fees:

- 30 Days Past Due – Payment has not been received 30 calendar days after the due date on the invoice. A 5% late fee will be applied to any unpaid balance at the time the account becomes 30 Days Past Due.
- 60 Days Past Due – Payment has not been received 60 calendar days after the due date on the invoice. A 10% late fee will be applied to any unpaid balance at the time the account becomes 60 Days Past Due.
- 90 Days Past Due – Payment has not been received 90 calendar days after the due date on the invoice. A 15% late fee will be applied to any unpaid balance at the time the account becomes 90 Days Past Due. The account will be placed in collections and no further services will be performed until the account is current and paid in full, including associated fees. Once an account becomes current after being 90 days past due, the account will be placed in a “Due Prior to Services” Term and payments can only be by certified funds (cash, check, money order, or bank check) until we deem the account to be in good payment history as determined by us.

Credit Cards, if accepted, are subject to the current processing service charge noted on the website and/or Service. Clients that dispute charges for services will not be eligible for credit card payments for future purchases unless individually deemed eligible by our authorized personnel.

Checks, if accepted, are subject to a \$35 returned check fee. Any Client that has two (2) returned check fees, even if from different checking accounts, will not be eligible for check payments for future purchases unless individually deemed eligible by our authorized personnel.

Accounts placed in collections are subject to a 35% collections fee, based on the uncollected balance at the time the account is placed in collections.

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Under no circumstance are refunds issued. Upon request of the Client, a credit for future services may be issued by us, but only if we deem a credit is due to the Client. We will determine the exact amount of the credit due to the Client and inform the Client in writing of the amount of the credit. The written notification from us, indicating the credit amount, must accompany the invoice in order to receive the credit.

Under no circumstance does AVAT LLC or Free Fall Testing Labs assume responsibility for any issues or problems with services.

Compliance:

By utilizing our services, you, the Client, agree to the following, as applicable to Client's specific sample(s) submitted:

- Samples provided for services were produced and shipped in compliance with all applicable federal, state and local laws.
- Any industrial hemp product submitted for services will be also be in compliance with Colorado Department of Agriculture rules and regulations, or applicable state department rules and regulations.
- Any products represented by the samples submitted for services and/or sold to others will be in compliance with all applicable federal, state and local laws.
- Samples will remain the property of the Client while services are being performed. Client agrees that the samples will remain at our facility for a period of time after services are completed. The amount of time samples are retained are set by state regulations and cannot be modified by us. After sample retention time, we will typically return unused portions of samples back to the Client, unless circumstances make it virtually impossible to do so, such as, but not limited to, Client has gone out of business. If returning unused samples is virtually impossible, we will dispose of unused samples in accordance with state and local rules and regulations.
- We will comply with state and local rules and regulations in regards to tracking samples and reporting results. Under no circumstance will we compromise the integrity of the operation of services.
- We will only release services result information to third parties with authorization of the Client, unless release is required by lawful agencies or related regulatory agencies, upon request, in which case we will notify the Client of such action.
- We reserve the right to stop, refuse, and/or cancel service if adulteration, tampering, or any violation of the above clauses is suspected by us

Links To Other Web Sites:

Our Service may contain links to third party websites or services that are not owned or controlled by us.

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We have no control or responsibility for the content, privacy policies or practices of any third part website or service. You agree and acknowledge that we are not liable, directly or indirectly, or responsible for any damage, or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available or through any such websites or services.

Limitation of Liability:

In no event shall we, nor its Directors, Managers, Building Owner, employees, agents, suppliers or affiliates, be liable for any indirect, direct, incidental, special, consequential or punitive damages, including, but not limited to, loss of revenues, profits, data, use goodwill, or other intangible losses, resulting from your access to or use of or inability to access or use the Service; any conduct or content of any third party on the Service; any content obtained from the Service; and unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort, including negligence, or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Indemnification:

You agree to defend, indemnify and hold us harmless and our licensee and licensors and their employees, contractors, agent, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses, including, but not limited to attorney's fee, resulting from or arising out of your use and access of the Service or a breach of these Terms.

Changes:

We reserve the right to modify or replace these Terms at any time. If any changes are material, as determined by us, we will try to provide 30 days' notice of the change.

Contact Us:

Please contact us at any time if you have questions or concerns about these Terms and Conditions. Our email address and phone number can be found on our website.