



# EARLY WARNING WASTEWATER SURVEILLANCE ORDER FORM

## How to Order:

1. Fill out customer and payment information in its entirety.
2. Proceed to submission information.
3. Fill out number of samples being submitted in summary information.
4. Submit order and physical samples as indicated in submission information.

## Customer and Payment Information

### Customer Information

Name/customer ID: \_\_\_\_\_ Account number (if known): \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email (include all relevant): \_\_\_\_\_

How do you wish to receive your results:  Email  Mail

### Billing Information

Same as customer information

Name/customer ID: \_\_\_\_\_ Contact name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### Method of Payment

Invoice (existing customers only)  Credit card  Check (enclosed — payable to NEOGEN®)

Name on card: \_\_\_\_\_ Card type:  Visa  MasterCard  Discover

Card number: \_\_\_\_\_ Exp. date: \_\_\_\_\_ SCC: \_\_\_\_\_

Signature: \_\_\_\_\_

### Additional Notes/Comments:

\_\_\_\_\_

Early Warning Wastewater Surveillance results are returned in 24–48 hours from the samples' arrival at NEOGEN.

## Summary Information

Description	Price per Profile (USD)	# of Samples	Total (USD)
Early Warning Wastewater Surveillance			

\*Prices are subject to change without notice.

\*\*Sales tax is applicable in some states and will be applied to invoices in those states. If you are unsure whether to add sales tax, we recommend you pay by credit card. If you are a tax exempt organization, please fax an exception certificate to NEOGEN Accounts Receivable at 517.372.0569.





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## Submission Information

Please verify all of the information contained in this spreadsheet is correct. If so, please mail your physical samples to NEOGEN at the address provided below. Be sure to include a copy of the order form with your samples, and email your submission form to [samples@NEOGEN.com](mailto:samples@NEOGEN.com) so they can be easily identified upon arrival.

**Submit this form by email to:**  
[samples@NEOGEN.com](mailto:samples@NEOGEN.com)

**Ship samples and a copy of your completed form to:**  
NEOGEN Sample Reception, 4131 N 48th Street, Lincoln, NE 68504

Business name: \_\_\_\_\_

**Please complete the information in the columns marked required, including:**

**Customer ID:** Refers to customer identifier

**Location site:** A specific location identifier: Ex: Pine Street South Manhole

**ID or barcode:** A unique barcode that must be recorded for sample identification: Ex: NE 10001

**Collection date:** Date sample was collected

Please complete this form, submit, and mail sample receipt along with samples.

	Required			
	Customer ID	Location Site	ID or Barcode	Collection Date
EX	UNL	Dorm A East Campus	####	3/28/21
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	Required			
	Customer ID	Location Site	ID or Barcode	Collection Date
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# EARLY WARNING WASTEWATER SURVEILLANCE ORDER FORM

## *Terms and Conditions*

The terms and conditions contained herein apply to all quotations and offers to provide testing services (“Services”) accepted by NEOGEN CORPORATION’s (“NEOGEN”) business. NEOGEN’s acceptance of any proposal or order issued by the customer (hereinafter referred to as “CLIENT”) is made expressly conditional on the terms and conditions as set forth herein, regardless of whether CLIENT accepts them in writing, by implication or by acceptance of and/or payment for the Services. These terms and conditions govern the contractual arrangement entered into between NEOGEN and CLIENT to the exclusion of any terms or conditions proposed by CLIENT.

**1. Prices and Payment Terms.** Unless otherwise stated in writing by NEOGEN, all prices quoted will be exclusive of shipping, insurance, taxes, customs fees, duties and other charges. Any such additional charges will be the CLIENT’s responsibility. Unless otherwise indicated on the order acknowledgment or order form, CLIENT will pay the invoiced amount within thirty (30) days from the date the invoice is issued. NEOGEN can exercise an option to assess an interest charge of up to 2.5% p.a. above the current prime rate quoted by Citibank, N.A. (but not to exceed the maximum lawful rate).

**2. Provision of Services.** NEOGEN provides Services in accordance with the specifics of those tests selected on the order form and in a manner consistent with industry standards. It will be CLIENT’s exclusive responsibility to confirm that NEOGEN’s practices meet CLIENT’s needs before placing any order for Services.

**3. Warranty or Representation Disclaimers.** NEOGEN warrants to the CLIENT only that that it will provide Services at set forth in paragraph 2 in a professional manner using qualified personnel. The foregoing warranty is valid for a period of thirty (30) days from the date of Services. In the event CLIENT determines, within thirty (30) days of receipt, that the Services do not conform to the tests CLIENT selected and are, therefore, unacceptable, NEOGEN will, at its option, re-perform the Services or grant CLIENT an appropriate credit. Either of these alternatives will be CLIENT’s sole and exclusive remedy in the event of provision of non-conforming Services and NEOGEN will not be liable to CLIENT or any other party for any other damages, whether directly or indirectly incurred. Except as expressly provided herein, NEOGEN makes no other warranty or representation of any kind, either express, implied or statutory, with respect to its Services, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement of a patent, trademark or other intellectual property rights, or warranties arising by course of dealings or custom of trade. CLIENT hereby expressly understands that the testing Services provided hereunder have an inherent potential for error and that NEOGEN makes no representation that its Services will be accurate, complete, or error-free.

**4. LIMITATION OF LIABILITY.** NEOGEN will not be liable for any causes of action or damages whether based on contract, tort, or any other legal theory, including any indirect, consequential (including lost profits and lost business opportunities), special, exemplary, or punitive damages, arising out of the performance of Services or the CLIENT’s use of such Services even if advised of the possibility of such damages. Included within the scope of this limitation of liability are damages arising from the acts or negligence on the part of NEOGEN, its agents, consultants, or employees in performing its Services and loss or destruction of samples. CLIENT agrees that NEOGEN’S cumulative liability arising from the Services performed will not exceed the amount paid by CLIENT for those Services. The remedies set forth herein constitute CLIENT exclusive remedies against NEOGEN for Services performed. NEOGEN accepts no legal responsibility for the purposes for which you use the Services.

**5. Customer Representations and Warranties.** CLIENT hereby represents and warrants that (1) any testing samples submitted for Services will be or are taken and collected consistent with industry practice and any instructions supplied by NEOGEN, (2) any such samples will be or are properly recorded or labeled, and (3) any such samples will be or are handled, shipped and packaged consistent with industry practice and any instructions supplied by NEOGEN. CLIENT is responsible for taking all precautions CLIENT believes necessary or advisable to protect any sample sent to NEOGEN against damage, loss or hazard.

**6. Indemnity.** (a) NEOGEN Indemnification. NEOGEN will indemnify, defend and hold harmless CLIENT and its members, shareholders, agents, directors, officers, consultants, and employees (collectively, the “CLIENT Indemnitees”) from and against all liability, damage, loss, claims, demands, actions and expenses of any nature whatsoever including, but not limited to, reasonable attorney’s fees and expenses, which arise out of (i) any grossly negligent act or omission, willful misconduct or violation of law by NEOGEN or its employees in provision of the Services or (ii) any material breach of any obligations of NEOGEN as set forth in these Terms and Conditions. (b) CLIENT Indemnification. CLIENT, on behalf of itself and its employees, will indemnify, defend and hold harmless NEOGEN and its shareholders, agents, directors, officers, consultants, and employees from and against all liability, damage, loss, claims, demands, actions and expenses which arise out of or are connected with (i) any negligent act or omission, willful misconduct or violation of law or (ii) any material breach of any obligation of CLIENT as set forth in these Terms and Conditions or (iii) CLIENT’s use of the data supplied in connection with the Services.

**7. Limits of Services.** CLIENT agrees that the Services provided by NEOGEN are not intended for use in forensic work.

**8. Entire Agreement.** These terms and conditions form an appendix to any primary agreement (AGREEMENT) between NEOGEN and CLIENT applicable to the Services. These terms and conditions will not be amended or supplemented by CLIENT without NEOGEN’s prior written consent.

**9. Severability.** If any of the provisions of these terms and conditions will be held by a court of competent jurisdiction to be contrary to law, the remaining provisions for this Agreement will remain in full force and effect to the fullest extent of the law.

**10. Successors and Assigns.** These terms and conditions will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

**11. Governing Law.** The terms and transactions contemplated hereunder will be governed by the laws of the State of Michigan, without giving effect to its principles of conflicts of law, and the parties hereby irrevocably commit to the jurisdiction and venue of the courts of Michigan to adjudicate any dispute arising hereunder or relating hereto.