

Hemp Chain-of-Custody (COC) Record

Client Name:	Phone:
Client Address:	Email:
Industrial Hemp License #:	Attn:
Grower: <input type="checkbox"/> Processor: <input type="checkbox"/> Other: <input type="checkbox"/> Please Select a Report Format: <input type="checkbox"/> Certificate of Analysis - Separate report for each sample, simplified format, includes sample photos	PO#: <input type="checkbox"/> Standard Report - All sample results in one report, results grouped by analysis, no photos

Standard Turnaround Time (TAT) is 5 to 7 business days for cannabinoids, terpenes, heavy metals, and mycotoxins. All other analyses may take up to 7 additional business days. Rush TAT is available upon request and with lab approval. Please call 651-221-4061 or email hemp@legend-group.com for rush availability. If you want your report to indicate the total mg per container, please indicate this in the comments section of this form.

Sample Name Strain/variety, product name, batch or lot number	Sample Type	Collection Date	Total THC Only	Cannabinoids	Terpenes Profile	Heavy Metals	Mycotoxins	Residual Solvents	Pesticides	Microbial Testing

Comments:

Sample Collector (<i>print</i>):	Comments:
Relinquished by: _____ Date: _____	Accepted by: _____ Date: _____
Relinquished by: _____ Date: _____	Accepted by laboratory: _____ Date: _____

PLEASE REVIEW TERMS AND CONDITIONS ON BACK BEFORE SIGNING

I certify that I am an employee/representative of the above listed Entity and that all samples being submitted to Legend Technical Services, Inc. for analysis are hemp or hemp derivatives as specified by the 2018 Farm Bill.

Print Name: _____ Signature: _____ Date: _____

Remit this form with your samples and payment to: Legend Technical Services, Inc. 88 Empire Drive, St. Paul, MN 55103
 For assistance or credit card payment by phone, please call 651-221-4061. Email questions and concerns to hemp@legend-group.com

**LEGEND TECHNICAL SERVICES, INC.
GENERAL CONDITIONS**

These General Conditions are applicable to all services provided by Legend Technical Services, Inc. (LEGEND). As used herein, "Services" means the scope of professional services provided by Legend to Client, as described in a written proposal, purchase order or by agreement of Legend and Client.

1. PROJECT INFORMATION

- a. Prior to commencement of the Services, Client will make available for LEGEND's review all known information regarding existing and proposed conditions or requirements which affect the Services, including, but not limited to information on known or suspected hazardous or potentially hazardous substances. Client will immediately transmit to LEGEND any new information which becomes available to it, its contractors, agents or subcontractors.
- b. Client shall reasonably assist LEGEND when requested to allow Services to proceed without delay or interference and, when required by LEGEND, provide a representative to answer questions about the project. If the Services require the presence of LEGEND personnel on site, Client will provide a representative at the site to supervise or coordinate the project, when required by LEGEND, upon 24 hours' notice. Upon request of LEGEND, Client agrees to provide suitable workspace and lights and power to the building unless otherwise agreed upon.

2. SITE ACCESS

- a. Client will provide safe, legal right-of-entry for LEGEND personnel and equipment.
- b. LEGEND will take reasonable precautions to minimize any damage to property. Client understands that in the normal course of the Services some damage may occur, for which correction or repair is the sole responsibility of Client.

3. SAMPLES

Test samples or specimens may be consumed or substantially altered during testing. LEGEND, at its sole discretion, may dispose of any remaining residue, samples or specimens immediately upon completion of tests as follows:

- a. NONHAZARDOUS: LEGEND may retain nonhazardous samples and/or residue for a maximum of thirty (30) days after submission of LEGEND report. At LEGEND's option, or upon request of the Client in writing, such samples will be shipped, at Client's expense, to destination selected, or LEGEND will store them for an agreed storage charge and duration.
- b. HAZARDOUS/POTENTIALLY HAZARDOUS: Client shall inform LEGEND of any known or suspected hazardous materials which LEGEND may encounter during performance of the Services. Client is responsible for all hazardous or potentially hazardous matter(s)/substances which are present on a project site and/or submitted to LEGEND. Samples submitted, retrieved, encountered or determined as containing any hazardous or potentially hazardous materials/substances will remain the property of the Client who will be solely and completely responsible for their proper disposal. All costs associated with the transport and disposal of said samples are the Client's responsibility.

4. OWNERSHIP OF DOCUMENTS AND USE OF LEGEND REPORT

- a. All documents prepared by LEGEND as instruments of will remain the property of LEGEND.
- b. All reports and/or other items furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever.
- c. Unless otherwise agreed, LEGEND will retain all pertinent records concerning Services pursuant to its Record Retention Policy. Retained records will be available for review by Client during LEGEND's business hours and subject to a reasonable charge.
- d. Except as may otherwise be provided in an attached Proposal or in any Amendment, Client's rights to any report issued by LEGEND shall be limited to Client's use of the report in its entirety for Client's own purposes. Client may make copies of the entire report available to third parties, subject to this Agreement's disclaimer of any third-party beneficiaries. Use or disclosure of less than the entire report shall be deemed a violation of Client's contract with LEGEND.
- e. The report and any related documents will not be and are not intended or represented to be suitable for reuse by Client or third parties for extensions of the project or for any other project purpose. LEGEND disclaims all liability and responsibility for the interpretation by others of the information developed by LEGEND or contained in any report.
- f. The report and any related documents shall not be used for any marketing or advertising purposes without the express prior written consent and approval of LEGEND.

5. FEE PAYMENT; DISPUTES

- a. LEGEND will submit invoices to Client monthly, and a final invoice upon completion of Services. Invoice charges for Services are based on a current LEGEND fee schedule unless otherwise agreed in writing.
- b. Payment is due upon receipt of invoice. Client agrees to pay interest on unpaid invoice balances at a rate of 1.5% per month or the maximum allowed by law, beginning thirty (30) days after invoice date.
- c. Client will notify LEGEND, in writing within fifteen (15) days from the invoice date, of any alleged disputed items on an invoice; unless so notified, invoices are deemed correct. All non-disputed items on any invoice are otherwise payable when due. LEGEND and Client shall in good faith pursue prompt resolution of any items Client alleges to be incorrect.
- d. Client shall pay all LEGEND's fees and expenses, including reasonable attorneys' fees, incurred in the collection of past due balances.
- e. Except for matters related to non-payment of LEGEND's fees, governed by paragraph 5.d., above, payment of attorneys' fees and costs, including costs of litigation and dispute resolution, related to any dispute between LEGEND and Client shall be paid by the non-prevailing party.

6. PROFESSIONAL STANDARD AND WARRANTY

- a. LEGEND will perform Services consistent with level of care and skill ordinarily exercised by members of its profession currently practicing in the same geographic area under similar conditions including, but not limited to, time and budgetary constraints. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE, EXCEPT AS MAY BE SPECIFICALLY OTHERWISE NOTED IN THIS AGREEMENT.
- b. If LEGEND is notified in writing of any failure to meet such standard within one (1) year from completion of the Services, LEGEND will re-perform the Services at its own expense. This is the sole obligation of LEGEND and the sole remedy of Client.
- c. LEGEND is not, and shall not be deemed, responsible for safety at any project site.

7. INSURANCE

LEGEND maintains worker's compensation, commercial general liability, motor vehicle liability and professional liability insurance. Certificates of Insurance will be provided to Client upon request.

8. INDEMNIFICATION; AND LIMITATION OF LIABILITY

- a. Client agrees to indemnify and hold LEGEND harmless from and against all damages, claims, liability and costs arising in whole or in part from the intentional acts or negligence of Client, its employees, agents, invitees, directors, officers, representatives, contractors and subcontractors. Without limiting the foregoing, LEGEND will not be responsible for acts, omissions or the failure of any parties involved in the design or of any contractor or subcontractor on the project to perform and/or comply in accordance with recommendations contained in any correspondence or verbal recommendations issued by LEGEND.
- b. Client shall indemnify and hold LEGEND harmless for damage or loss to any samples or residues during storage of samples taken during performance of the Services.
- c. LEGEND's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to the Services or this Agreement, from any cause or causes, including but not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by LEGEND under this Agreement.
- d. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.**

9. TERMINATION

- a. LEGEND's agreement with Client shall terminate as specified in the Proposal made by LEGEND to Client. If no termination date is specified, this Agreement may be terminated by either party upon seven (7) days written notice for breach of the Agreement and failure to cure within seven (7) days after notice by a party, detailing the breach and measures required to cure such breach.
- b. If this Agreement is terminated prior to completion of all reports contemplated by this Agreement, or suspended for more than three (3) months, LEGEND may complete analyses and records as are necessary to complete its files and may also complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analyses, records, reports, and sample dispersal.
- c. Upon termination, the provisions of these General Conditions and any Proposal or other contract document which by its terms is intended to survive termination, shall survive termination. Without limiting the foregoing, Client shall pay LEGEND for all Services performed to the date of termination, plus reasonable termination expenses. Client's failure to pay LEGEND all amounts due within sixty (60) days following termination shall negate all duties and liabilities of LEGEND under this Agreement.

10. ASSIGNS; NO THIRD-PARTY BENEFICIARIES

- a. Client may not assign this Agreement in whole or in part without the express written consent of LEGEND.
- b. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of the Agreement on any persons other than LEGEND and Client.

11. DELAYS AND UNFORESEEN OCCURRENCES

- a. If LEGEND is delayed in performance due to circumstances beyond its control including, but not limited to, strike, fire, riot, act of God, governmental action, action of a third party, or action or inaction of Client, the time for performance shall be extended by a period equal to the time lost by reason of the delay. If the delay is caused by Client, LEGEND will be entitled to payment for its reasonable additional charges due to delay.
- b. If during the performance of Services, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences, are encountered which in LEGEND's sole judgment, may significantly affect the Services, the risk involved in providing the Services, or the scope of the Services, LEGEND reserves the right to modify the scope of Services, immediately terminate the Services, and/or take measures to protect LEGEND's personnel and equipment. In the event LEGEND terminates the Services, termination shall be effective on the date specified by LEGEND in writing, in which event Client shall pay LEGEND for services performed to the date of termination, plus reasonable termination expenses.

12. SEVERABILITY

If any element of this Agreement is held to be unenforceable all remaining provisions shall continue in force.

13. ENTIRE AGREEMENT

This Agreement and any attached Proposal or other scope of work document represents the entire Agreement between the parties. This Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to LEGEND after the start of Services. Any modifications to this Agreement must be accepted in writing by LEGEND and Client.