

# Service Request Form

Phone: 1-877-322-8378

Fax: (989) 496-5105

E-mail: [analytical.solutions@dowcorning.com](mailto:analytical.solutions@dowcorning.com)Website: [www.dowcorning.com/analytical](http://www.dowcorning.com/analytical)

Please include this completed form with your sample shipment, or submit it via e-mail or fax.

## Contact Information

(You can attach a business card instead of filling out this section)

Legal Company Name:		
Division/Subsidiary:		
Contact Name:		
Mailing Address:		
City:		State:
Zip Code:		Country:
Phone:		Fax:
E-Mail:		

## Payment Information

(Credit Card, PO or Payment in Advance)

Credit Card Type: Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/>		
Credit Card Number*:		Expiration Date (mm/yyyy):
Name on Card:		
* You may choose to supply your credit card information over the phone (1-877-322-8378)		
Purchase Order Number:		Payment in Advance: Check <input type="checkbox"/> Wire Transfer <input type="checkbox"/>

I am authorized on behalf of the company listed on this request form to apply for credit by purchase order open terms and agree to payment terms of net 30 days per Dow Corning's Terms and Conditions identified in the service quote.

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Billing Information

(Required for new clients or account changes)

Purchasing Contact:		Phone:
E-mail:		Fax:
Accounts Payable Contact:		Phone:
E-mail:		Fax:

Billing Address (if different from above):

## For Internal Use Only

Date Received:	Report:	Customer #:
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RECEIPT OF SAMPLES INDICATES AUTHORIZATION TO BEGIN TESTING, ACCEPTANCE TO PAY FOR QUOTED SERVICES AND ACKNOWLEDGES RECEIPT, REVIEW AND ACCEPTANCE OF THE DOW CORNING TERMS AND CONDITIONS ATTACHED HERETO. ANY TERMS AND CONDITIONS OTHERWISE IMPOSED OR IMPLIED BY CLIENT OR CONTAINED IN ANY PURCHASE ORDER OR ANY CLIENT-RELATED DOCUMENT WILL NOT APPLY HERETO.



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## Terms and Conditions

TERMS AND CONDITIONS FOR SERVICES DOW CORNING directly or through its affiliate companies will provide SERVICES to CLIENT as described and defined in the attached Service Agreement or Order Acknowledgement ("Agreement"). The Terms and Conditions for the SERVICES are set forth in this document. Together, these Terms and Conditions and the Agreement represent the entire agreement of the parties and supercede all prior agreements with respect to these SERVICES. No different or additional terms shall be binding upon DOWCORNING unless agreed to in writing and signed by both parties.

WARRANTY DOW CORNING expressly warrants for a period of ninety (90) days following completion of any SERVICE that the SERVICE was performed in accordance with generally accepted practices and procedures or, if applicable, practices or procedures developed by DOW CORNING. DOW CORNING's sole responsibility under this Limited Warranty is, at its sole discretion, to re-perform any Service or refund the fees paid to Dow Corning for such SERVICES if Client notifies DOW CORNING within 90 days of performance of the SERVICE.

EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY THE WARRANTY AND THE REMEDY SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY IMPLIED BY STATUTE OR COMMON LAW) WHICH ARE DISCLAIMED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DOW CORNING'S LIABILITY AND CLIENT'S EXCLUSIVE REMEDY WITH RESPECT TO THIS AGREEMENT, THE INFORMATION AND/OR SERVICES FURNISHED HEREUNDER, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS PAID BY CLIENT TO DOW CORNING HEREUNDER. DOW CORNING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS.

SAMPLES If CLIENT provides Samples to DOW CORNING under this Agreement, CLIENT shall deliver Samples to DOW CORNING freight prepaid in appropriate condition for analysis or as more specifically requested by DOW CORNING. Any Sample preparation costs will be billed to CLIENT at the agreed upon rate, or if no rate has been established, then at DOW CORNING's standard rate (available upon request) in effect for such SERVICES. CLIENT will notify DOW CORNING in writing of each and every hazard associated with samples and the performance of tests thereon, and will provide a Safety Data Sheet for any hazardous chemicals. CLIENT also agrees to notify DOW CORNING of the proper methods of disposal of sample remaining after performance of testing. Dow Corning will charge Client for any costs to dispose of the Samples or return the Samples to CLIENT. CLIENT assuming full liability for any and all costs, expenses, and damages in any way resulting from CLIENT's failure to provide the relevant hazard information and/or disposal notice to DOW CORNING as required hereunder. CLIENT will indemnify and save DOW CORNING harmless from and against all costs, expenses, damages, claims, and liabilities of whatever kind to DOW CORNING employees, officers, and third persons arising in connection with such failure to notify. DOW CORNING retains the right to refuse to accept any samples for testing with or without cause and to dispose of any Samples upon completion of testing.

ACCEPTANCE AND PAYMENT If CLIENT does not provide written notice to DOW CORNING within 30 days from date of invoice, CLIENT shall be deemed to have accepted SERVICES. Payment is due Net 30 days from the date of the invoice. Finance charges of 1.5% per month (18% per annum) shall be assessed on slow payment to terms from the date of the DOW CORNING invoice release. CLIENT agrees to pay any and all taxes associated with this Agreement including sales, use, and VAT tax if applicable (excluding any income taxes payable by DOW CORNING as a result of the provision of the SERVICES).

CONFIDENTIAL INFORMATION For a period of two (2) years from receipt of information or Sample, DOW CORNING agrees to keep confidential all information, drawings, specifications, data or Samples furnished by CLIENT and marked as "Proprietary" or "Confidential" and shall not divulge such information or data, provided, however, that DOW CORNING may disclose to employees, agents or consultants of DOW CORNING or its affiliated companies information necessary to perform services. Upon request of CLIENT, DOW CORNING shall destroy or return all confidential documents and/or Samples. However, confidential information shall not include information which 1) at the time of disclosure has been published or is available to the public through no fault of DOW CORNING; 2) is rightfully received from a third party without any obligation of confidentiality; 3) is rightfully known to DOW CORNING without any limitation on use or disclosure prior to its receipt from CLIENT; or 4) is independently developed by employees of DOW CORNING or is generally made available to third parties by the disclosing party without restriction. DOW CORNING also agrees not to publish specific test results of CLIENT by name without first obtaining permission. CLIENT agrees not to use DOW CORNING's name in reporting results obtained from tests performed by DOW CORNING without first obtaining DOW CORNING's written consent as to such use.

INTELLECTUAL PROPERTY All DOW CORNING Intellectual Property used in the provision of SERVICES and any Intellectual Property developed by DOW CORNING during the provision of the SERVICES or otherwise shall remain the property of DOW CORNING.

SOLICITATION CLIENT specifically agrees that it will make no attempt to solicit, recruit, or hire, and that it will not hire, any employees of DOW CORNING who provided or contributed to the SERVICES offered under this Agreement for a period of six months following the completion or termination of the SERVICES.

DISCONTINUATION OF SERVICES DOW CORNING may discontinue the SERVICES provided hereunder by providing the CLIENT with prior written notice of intent to terminate SERVICES.

NOTICES Any notice required to be served pursuant to these terms and conditions shall be in writing and sent either by first class post/mail, faxed or e-mailed. Receipt shall be the date of actual receipt.

NON-ASSIGNMENT CLIENT shall not be entitled to assign the rights and obligations contained hereunder (or any part thereof) without the prior written consent of DOW CORNING.

THIRD PARTY RIGHTS This Agreement does not establish third-party beneficiary rights in any party.

WAIVER by DOW CORNING of any breach or default by CLIENT will not be deemed as a waiver of any subsequent breach and will in no way affect the other terms.

DISPUTES The parties agree to submit any dispute arising out of this Agreement to negotiations or mediation prior to commencing litigation. Any litigation for a dispute not resolved by negotiations or mediation must be commenced within two years after the cause of action accrued. This Agreement shall be deemed to have been entered into in the city of the DOW CORNING country headquarters for the DOW CORNING entity party to this Agreement and the Agreement shall be governed and construed by the laws of the city of such DOW CORNING domicile.

INSURANCE DOW CORNING maintains such liability, property damage, employer's liability, and worker's compensation insurance as required by law at a level appropriate to its reasonable business needs. No individual clients are named as additional insureds on any policy of DOW CORNING.

OTHER PROVISIONS CLIENT assumes all liability for or in any way arising from use of the information furnished hereunder. CLIENT will indemnify and hold DOW CORNING harmless from and against any and all costs, expenses, damages, claims and liabilities of whatever kind to third persons arising in connection with said information and its use. DOW CORNING will not be liable for its failure to perform hereunder if performance is made impracticable due to equipment breakdown or any occurrence beyond its reasonable control, including among other things, acts of God, injuries, floods, accidents, labor shortages or disputes, wars, inability to obtain equipment, or governmental laws, ordinances, rules and regulations. If DOW CORNING is requested to respond to any mandatory orders for the production of documents or witnesses on CLIENT's behalf regarding work performed by DOW CORNING, CLIENT agrees to pay all costs incurred by DOW CORNING not reimbursed by others in responding to such order, including staff time at current billing rates and reproduction expenses. This Agreement may not be altered or amended except by a writing signed by the parties. If a court of competent jurisdiction deems any part of this instrument invalid or inoperative, the remainder shall remain in force between parties.