|  |
| --- |
| **FOOD IQ. Food Labeling | Order Sheet**200 Summit Blvd. #350, Broomfield, CO 80021 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  | **Purchase Order #** | \_\_\_\_\_\_\_ |
|  |  |  |  |  |  |
| *Please fill out solid grey cells only.*  |  |  |  |  |  |
| For Products Being Sold in the United States & Territories |  |  |  |  |  |
| **Nutrition Analysis Report Types** | **Quantity** | **Price (USD$)** | **Nutrition Facts Type** | **Nutrition Facts Format** | **Total** |
| Nutrition Facts Panel Only |  | $127  |  |  |  |
| Ingredients Legends & Allergen Labeling Disclosure Statement |   | $250  |   |   |   |
| 100g Multi Column Report |   | $100  |   |   |   |
| Spreadsheet Nutrition Analysis (exact values or rounded) |   | $100  |   |   |   |
| Spec Sheet - 100g MultiColumn Report + Ingredients Legend & Allergen Disclosure |   | $150  |   |   |   |
| Dairy Density Report |   | $150  |   |   |   |
| Protein Quality Report |   | $150  |   |   |   |
|  |  |  |  | **Subtotal** |   |
|  |  |  |  |  |  |
| **Popular Package Deals** | **Quantity** | **Price (USD$)** | **Nutrition Facts Type** | **Nutrition Facts Format** | **Total** |
| Nutrition Facts Panel and Spec Sheet |   | $250  |   |   |   |
| Nutrition Facts, Ingredients & Allergen Disclaimer |   | $350  |   |   |   |
| 100g Multi Column & Recipe Card |   | $125  |   |   |   |
| Nutrition Facts, Ingredients & Allergen Disclaimer, Recipe Card |   | $360  |   |   |   |
| Nutrition Facts, Ingredients & Allergen Disclaimer, Recipe Card, 100g Multicolumn Report |   | $500  |   |   |   |
|  |  |  |  | **Subtotal** |   |
|  |  |  |  |  |  |
| Priority Processing |   | +50% |   |
|  |  |  |  | **Grand Total** | ……….. |
|  |  |  |  |  |  |
| **Contact Information** |  |  | **Billing Information** |
|  |  |  |  |  |  |
| Company |  |  | Company |  |  |
|   |  |  |   |
| Address |  |  | Address |  |  |
|   |  |  |   |
| City, State, Zipcode |  |  | City, State, Zipcode |  |  |
|   |  |  |   |
| Contact (s) |  |  | Contact (s) |  |  |
|   |  |  |   |
| Title |  |  | Title |  |  |
|   |  |  |   |
| Phone |  |  | Phone |  |  |
|   |  |  |   |
| Email |  |  | Email |  |  |
|   |  |  |   |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Signature**By signing this document, you are agreeing to our [Terms & Conditions](#Terms_Conditions). |  |  |  |  |  |
|   |  |  |  |  |  |

**Terms & Conditions for Food IQ. Products and Services**

Unless explicitly stated by Food IQ, the following terms and conditions apply to all purchases of products and services from Food IQ. By placing an order, you ("Client") agree to these terms. If you do not agree, do not purchase products or services from Food IQ. These terms may change at any time without notice, so review them before making a purchase.

**1. Compensation and Term**

Food IQ may perform services at its facilities or the Client's, as agreed. The Client will reimburse Food IQ for reasonable and necessary business and travel expenses upon submission of expense reports with documentation. Detailed invoices will be provided, and backup documentation will be available for one year from the invoice date. Full payment is due within 7 days of invoicing. If legal action is required to collect payment, Food IQ is entitled to collect damages and collection costs, including attorney's fees.

**2. Warranties by Food IQ**

Food IQ warrants that it has the experience and ability to perform the agreed services professionally, competently, and timely.

**3. Warranties by Client**

The Client warrants that it has the authority to enter and perform under these terms, to order products and services from Food IQ, and that all information provided to Food IQ is accurate and that the Client has all necessary rights to provide this information.

**4. Independent Contractor**

Food IQ is an independent contractor. Neither party can enter contracts or commitments on behalf of the other. Food IQ is not an affiliate or subsidiary of the Client and is not entitled to employment rights or benefits from the Client. This agreement does not constitute a partnership or joint venture.

**5. Nondisclosure Agreement**

If required, a separate Nondisclosure Agreement will be executed.

**6. Payment**

Prepayment may be required based on Food IQ's current policy. The Client agrees to pay any applicable taxes. Invoices are payable within 7 days of receipt in U.S. dollars. Food IQ is not responsible for any bank transfer fees, exchange fees, or wire transfer fees.

**7. Cancellation**

If either party cancels, mutually agreeable alternative dates can be selected, if applicable. In case of Client cancellation, liability is limited to preparation time and any travel change fees. If Food IQ cancels, liability is limited to travel change fees.

**8. Liability and Indemnification**

Services provided to the Client by Food IQ rely on information and documentation supplied by the Client. The Client is solely responsible for ensuring the accuracy of all data provided to Food IQ. The Client warrants and represents that all such data will be accurate. Food IQ is not responsible for any errors, inaccuracies, or defects in the data provided, regardless of the Client's awareness of such issues. Food IQ shall not be liable to the Client or others for any indirect, incidental, special, punitive, or consequential damages or any loss of revenue, data, or profits arising from or related to Food IQ's products and/or services, even if advised of the possibility of such damages.

The Client agrees to indemnify, defend, and hold harmless Food IQ and its affiliates from any claims, suits, actions, judgments, liabilities, losses, costs, expenses, and other damages (including reasonable attorneys’ fees) related to the products and/or services provided to the Client, except where such claims are due solely to Food IQ's intentional misconduct.

For labeling services, the Client acknowledges and agrees that they are solely responsible for ensuring regulatory compliance by Client of all labeling. Food IQ does not guarantee compliance through its services. Food IQ's total liability for any products and/or services provided will not exceed the total amount paid by the Client for those services. Food IQ is not liable for any errors based on the information provided by the Client, the Client's use of Food IQ's services, or the Client's reliance on those services.

**9. Governing Law; Forum; Jurisdiction**

This Agreement is executed in Broomfield, Broomfield County, Colorado, and is governed by the laws of the State of Colorado, excluding any choice of law provisions. All legal actions related to this Agreement shall be submitted to the jurisdiction of the District Court of Broomfield County, Colorado, with the venue exclusively in Broomfield County. The parties’ consent to personal jurisdiction and venue in this court and waive the right to bring actions in or transfer them to any other state or federal court.

**10. Entire Agreement**

These terms and conditions constitute the entire agreement between Food IQ and the Client concerning the subject matter and supersede all prior agreements and understandings. Any alterations, supplements, or amendments to these terms and conditions are null and void unless agreed upon in writing by both parties. In case of any conflict between these terms and the products or services provided, these terms and conditions shall prevail.