

PFAS Test Bulk Purchase Order For [_____]

Purpose	Bulk purchase of First Responder PFAS testing services from Atherton Medical.
Background	Atherton Medical has launched their First Responder PFAS Test that measures PFAS levels in the blood. This test is available for purchase individually or bulk only at this pricing through the Brotherhood of Firefighters Foundation. for \$249 each. This bulk purchase order, provides firefighters, fire departments and other organizations these discounts ONLY through the Brotherhood of Firefighters Foundation Bulk Order Form.
Bulk Purchase Pricing	<p>MSRP for Atherton Medical’s PFAS test is \$299 per test. By agreeing to and paying for this bulk purchase, the Brotherhood of Firefighters Foundation’s discounted pricing is available at \$249 per test.</p> <p>Bulk pricing is as follows:</p> <ul style="list-style-type: none"> Brotherhood of Firefighters Foundation tests purchased: \$249.00 each <p>Number of tests to purchase [_____]</p> <p>Total order cost [_____]</p>
Payment Terms	Payment for the total order cost is to be made upon receipt of the Atherton Medical invoice. Atherton Medical accepts Purchase Orders, Certified Check, Bank Wire, Credit Cards, and also FSA & HSA Account payments.

This PFAS Testing Services Agreement (this “Agreement”) is entered into between Atherton Medical, Inc. (“Company”) and [_____] (“Customer”) as of the date of the last signature below (the “Effective Date”). Company has developed a proprietary PFAS test that measures PFAS levels in finger-prick blood samples, with results delivered digitally to the user (the “Testing Services”).

Restrictions on Use. Customer is permitted to access and use the Testing Services solely for their internal or personal purposes, as applicable. Customer will use the Testing Services in accordance with all applicable laws and government regulations.

Data Use and Privacy: Company may process data or content in electronic form which a user provides, uploads, or inputs into the Testing Services (collectively, “User Data”). Company will maintain reasonable administrative, physical and technical safeguards designed to protect User Data consistent with laws and regulations applicable. Customer agrees that Company may compile, de-identify, and aggregate User Data (“Aggregated Data”) and compile statistical and other information related to the User Data. Company may make Aggregated Data publicly available or share with third parties provided that Company will take reasonable measures to de-identify the Aggregated Data. By using the Testing Services, Customer and user agree to the Terms of Service and Privacy Policy available on the website.

Limited Warranties and Remedies: Company represents and warrants that: (a) the Testing Services will, at the time provided, conform in all material respects with the applicable documentation when operated in accordance therewith and in accordance with the approved use; and (b) it will provide the Testing Services using commercially reasonable care and skill using personnel who are suitably trained. The warranties specified in this Section will not be effective and Company will have no obligation or liability to Customer if the Testing Services are not used according to the applicable documentation and approved use. In the event of a breach of the warranty, Customer must give Company notice of a material defect or nonconformance within 30 days from when Customer becomes aware of such defect or nonconformance. Customer’s sole remedy and Company’s sole obligation with respect to a breach of warranties will be to use commercially reasonable efforts to correct any nonconformance of the Testing Services.

Disclaimer: To the fullest extent permitted by applicable law, the testing services are provided on an "as is" and "as available" basis, and Company hereby disclaims all other warranties of any kind, whether express, implied, statutory or otherwise regarding the Testing Services, including any warranty that the products and/or services will be uninterrupted, error free, or free of harmful components, that any materials or data provided by Customer, users, or a third party will be secure or not otherwise lost or damaged, or that defects in the products or services will be corrected, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. No oral or written information, marketing or promotional materials, or advice given by Company or Company's authorized representatives shall create a warranty or in any way increase the scope of the express warranties provided herein.

No Medical Advice: Without limiting the foregoing, and notwithstanding anything herein to the contrary, Customer hereby acknowledges and agrees, and will inform users, that the products and services are for personal use and general informational purposes only and that the products and services are no substitute for professional medical advice, diagnosis, treatment or emergency intervention or transmission of time-critical data. Users should always seek the advice of their healthcare providers for any questions regarding their medical condition(s). Users assume all responsibility for their use of the Testing Services and for all decisions to take or not take action based on any information provided or displayed via the platform. Use of the Testing Services, and any results derived therefrom, is solely at each authorized user's own risk. Company is not responsible or liable for any diagnosis, decision or assessment made by an user or any third party, or any injuries a user may incur as a result of any decisions made based on the information provided via or displayed on the Testing Services.

Limitations of Liability: To the maximum extent permitted under applicable law, except in the event of gross negligence, willful misconduct, or fraud (a) in no event will Company be liable (whether in contract or in tort) under any circumstances for any indirect, consequential (including lost opportunities, data, or profits), or punitive damages, even if Company has been advised of the possibility of such damages, and (b) the aggregate liability of Company arising from or relating to this agreement, whether in contract, warranty, tort (including negligence), will not exceed the fees paid by customer to Company for the Testing Services from which such liability arose in the preceding 12 months.

Indemnity: Customer will defend, indemnify, and hold harmless Company and its affiliates, licensors, independent contractors and service providers, and each of their respective members, directors, officers, employees and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) relating to any claim to the extent arising out of Customer breach of this Agreement. Company shall have no obligation to indemnify or defend Customer for any claim subject to Customer's indemnity obligations. Company has no liability for any: (i) use of the Testing Services other than in accordance with this Agreement; (ii) modification or customizations of the Testing Services by anyone other than Company; (iii) compromise or settlement made without written Company's consent.

IN WITNESS WHEREOF, and with the intent to be bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Atherton Medical, Inc.

Customer/Department: _____

Signature _____

Signature _____

Name: _____

Name: _____

Date: _____

Date: _____

Payment Type/Terms: _____