TERMS OF USE – SGS Galson Laboratories, Inc. Website

These Terms of Use (the “Terms”) governs the use of the SGS Galson Laboratories, Inc. Website and Services (the “Website”) available at http://www.galsonlabs.com, http://www.sgsgalson.com, and https://portal.galsonlabs.com and constitutes an agreement between SGS Galson Laboratories, Inc. (“SGS”) and all users of this Website, including you. Each time you use this Website you signify your acceptance and agreement, and the acceptance and agreement of your employer (the “named licensed party”) without limit or qualification, to be bound by these Terms as it then reads, and you represent and warrant that you have the legal authority to agree to and accept these Terms on behalf of yourself and your employer. If you do not agree with each provision in these Terms, or you are not authorized to agree to accept these Terms, you may not use this Website.

1. Access to the Website.

Areas and features of this Website are accessible only to users who have been issued a unique user name and password (the “Credentials”) by SGS and thereby granted authorized user permission. These areas include but are not limited to the Client Portal and Extended Client Portal. You agree that you will not provide any access to the Website either directly or indirectly to any person who is not an authorized user. For avoidance of doubt, this means that you may not share your Credentials with anyone (as further provided below) and you may not allow unauthorized individuals to view the Website while you are logged on to the Website. For purposes of accessing the Website, the Credentials remain the property of SGS and may be cancelled or suspended at any time by SGS in its discretion without any notice or liability to you or any other person.

SGS is under no obligation to verify the actual identity or authority of any person using the Credentials to access and use the Website. SGS may act upon any communication that is given with the use of the Credentials. SGS may in its discretion at any time require proof of the identity of any person seeking to access and use the Website, and may deny access to any use of the Website or parts of it or refuse to accept or act upon any communication if SGS is not satisfied with such proof.

If you have been issued Credentials: (a) you are fully responsible and liable for the security of the Credentials and any and all use and misuse of the Credentials; (b) you will keep the Credentials secure and confidential at all times and not disclose the Credentials to any other person or permit any other person to use the Credentials; (c) you will ensure that all uses of the Credentials comply with these Terms; (d) once you have logged-on to the Website using the Credentials, you will not leave the device or computer terminal used to access the Website unless and until you have terminated the session and logged-off the Website; and (e) you will immediately notify SGS by telephone at (888) 432-5227 or email to clientservices@galsonlabs.com if you are not an authorized user or if you know or suspect that any Credentials have been lost or stolen or become known to or used by any other person.

Any attempt to access the information or Credentials of other users on the Website, intentionally or unintentionally, may be viewed as a violation of these Terms and, at the sole discretion of SGS, may result in the termination of the permissions or licenses granted by SGS. This includes, but is not limited to, port listening, denial of service attacks or any variant attack, man-in-the-middle attacks, or social engineering. Any attempt to inject additional data of any kind into communications with the Website may result in the termination of the permissions or licenses granted by SGS.

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3. Changes to the Terms.

SGS reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the Website.

4. Representations and Warranties.

You represent, warrant and covenant that: (a) you shall not upload, post or transmit to or distribute or otherwise publish through the Website any materials which (i) restrict or inhibit any other user from using and enjoying the Website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain advertising of any kind, or (vii) constitute or contain false or misleading indications of origin or statements of fact.

5. Use of Data.

You acknowledge and agree that SGS may share the data captured by or loaded into the Website with others in the normal course of business or as required by law.

6. Indemnification.

You hereby agree to indemnify, defend and hold SGS, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the “Indemnified Parties”) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of the Terms or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. SGS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of SGS.

7. Disclaimers.

The Website may contain links and pointers to the other related Internet sites, and resources. Links to and from the Website to other third party sites, maintained by third parties, do not constitute an endorsement by SGS or any of its subsidiaries or affiliates of any third party resources, or their contents.
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8. Limitation of Liability.

SGS’S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES PAID SGS UNDER THESE TERMS FOR ACCESSING THE WEBSITE.

IN NO EVENT SHALL SGS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (WHETHER FOR LOSS OF PROFIT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS WEBSITE.


Except for actions for nonpayment or breach of SGS’ proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

10. Force Majeure.

Except for your payment obligations under these Terms, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.


This Agreement shall be governed in accordance with the substantive laws of the State of New Jersey, without reference to conflict of laws principles. Any and all disputes arising hereunder shall be adjudicated exclusively in the federal or state courts located in the State of New Jersey.

12. Waiver.

A failure by either party to insist upon strict compliance with any of the terms set forth herein in any instance shall not be construed as a waiver of such terms in the future.


If any provision of these Terms shall be held invalid or unenforceable, such provisions shall be deemed deleted from these Terms and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. The remaining provisions of these Terms shall continue in full force and effect.


Each party shall comply with all applicable federal, state, and local laws and regulations, including the applicable export laws and regulations of the United States.

15. Entire Agreement.

These Terms constitutes the entire agreement between SGS and you with respect to your use of the Website. For the purposes of clarity, in the event that the parties have entered into a separate services agreement relating to the provision of services by SGS, such separate services agreement shall take precedence over any inconsistent or conflicting terms contained in these Terms and shall prevail over any preprinted, conflicting, or other terms on any purchase order or other document.

☐ I ACCEPT ☐ I DO NOT ACCEPT