



## Terms & Conditions

### DEFINITIONS

"Terms and Conditions" means those Terms and Conditions of Sale, including the Price Schedule, and any additions or amendments hereto which are agreed to in writing.

"Client" means the individual or entity who may request laboratory, consulting, or sampling services, and his or its heirs, successors, assigns and representatives.

"Price Schedule" means Weck Labs' standard price schedule as such document may be amended or reissued from time to time by Weck Laboratories, Inc. ("Weck Labs").

### ORDERS AND ACCEPTANCE

Weck Labs offers and will accept orders for services (as defined herein) only under the following General Terms and Conditions (the "Terms"). These Terms shall not apply if Weck Labs and the Client shall have executed a separate agreement in writing which does not incorporate the Terms. No modifications to the Terms shall be valid and binding unless in writing and signed by an authorized representative of client and Weck Labs.

The client may order services by submitting a written chain of custody – record/order to Weck Labs. Any such order constitutes a) an acceptance by the Client of Weck Labs' offer to do business with the Client under the Terms and Conditions, and b) an agreement to be bound by these Terms and Conditions. The Client's delivery of samples to Weck Labs or initiation of consulting services constitutes the Client's express assent to be governed by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of the Terms and Conditions.

For purposes of this Agreement, "services" shall mean all work to be performed for Client, including provision of all equipment and materials to be furnished by Weck Labs.

### INDEPENDENT CONTRACTOR

Weck Labs acts solely as an independent contractor in performing services.

### CLIENT RESPONSIBILITY

Unless Weck Labs' personnel perform the sampling, the client shall be responsible for conditions which the samples are collected and for conditions in and about the sampling site and for advising Weck Labs of the same and of all information required to enable Weck Labs to perform its services safely and efficiently.

### LIMIT OF LIABILITY

Weck Labs will perform the services in accordance with the normal standards of workmanship in the profession. Where applicable, Weck Labs will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, or other recognized methodologies. Weck Labs reserves the right to deviate from these methodologies if necessary or appropriate due to the nature or composition of the sample or otherwise based on the reasonable judgment of Weck Labs. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Weck Labs' Standard Operating Procedures. The total liability of Weck Labs, its officers, agents, employees or successor to the Client, arising out of or in connection with the services to be provided herein, shall not exceed the invoiced amount for said services. Client's acceptance of a work order and/or proposal releases Weck Labs from any liability in excess of the invoiced amount for the services notwithstanding any provision to the contrary in any client purchase order or contract.

### HOLD HARMLESS

Client releases and shall save, indemnify, defend and hold Weck Labs, its employees, officers, directors, agents, affiliates, subsidiaries, and parent harmless from and against any and all liabilities, losses or damages, claims, demands, causes of action, suits and associated expenses including, but not limited to all court costs, expert witness fees, investigative expenses and attorneys' fees (the "Litigation Expenses") and awards arising in favor of Client or any third party as a result of, and/or in any way occurring, incident to arising out of, or in connection with the performance of services by Weck Labs pursuant to this Agreement and/or the

transportation, handling, or disposal of Client's Hazardous Materials: (i) injury, disease, or death of persons, (ii) loss of, damage to, or loss of use of property and or (iii) financial loss of every kind of character.

This indemnity does not apply to any of the foregoing losses, costs, damages, or injuries caused solely by the gross negligence or willful misconduct of Weck Labs or its employees. Further, this indemnity shall specifically apply to losses, claims, damages, liabilities, awards, demands, Litigation Expenses, suits or causes of action of every kind and character arising out of or in connection with the negligence or breach of contract by any Indemnified Person, whether actual or alleged, in the performance of services under this Agreement. The foregoing indemnities will be in addition to any liability which the Client might otherwise have in Weck Labs and the other Indemnified Persons. To the extent necessary under applicable law, Client agrees that its indemnity obligation will be supported by available liability insurance coverage to be furnished by Client, which insurance shall be in the maximum amounts permitted under applicable law.

In no event shall Weck Labs be liable to Client for indirect, punitive, special, incidental, or consequential damages (including, without limitation, loss of profit or business interruption). Litigation Expenses or other fees (including, without limitation, attorneys' fees, court costs, and/or pre or post-judgment interest), or any other expenses or costs incurred by Client or any other party in any litigation against or involving Weck Labs or any Indemnified Person in connection with this Agreement or any service provided under this Agreement even if Client is the prevailing party.

### HAZARDOUS SUBSTANCES

In order for Weck Labs to perform the services requested by Client, client will provide and Weck Labs will receive sample materials for analyses such as asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such under federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated or any judicial or administrative interpretation of any thereof (the "Hazardous Materials"). Client understands and agrees that any Hazardous Materials received by Weck Labs from Client or at Client's request shall remain the property of Client and that upon completion of Weck Labs' services Weck Labs will dispose of all unused portions of samples as specified by Client. In the event Client does not specify its preferred method of disposal, Weck Labs will return to Customer all unused samples which contain Hazardous Materials. Weck Labs reserves the right to charge Client for the disposal of unused samples in accordance with Weck Labs' current sample disposal policy.

### CONFIDENTIALITY

(a) Data and the sample materials provided by Client or at Client's request and the results obtained by Weck Labs shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay Weck Labs for all services rendered or is otherwise in breach of the Agreement) subject to any disclosure required by law or legal process. Weck Labs shall use the same standard of care it uses in protecting its own confidential data and shall not be responsible for unauthorized disclosure of said data where such standard was observed.

(b) Weck Labs' reports and the data and information provided therein are for the exclusive use and benefit of Client and Client agrees there shall be no third party beneficiary of such reports, data, or information. Client will not disclose to any third party any information concerning technical information, software programs, or other formulations.

### PRICES/PAYMENT

Client shall pay Weck Labs in accordance with Weck Labs' applicable Price Schedule in effect in the area of operations on the date the services were rendered or with prices quoted and later confirmed in writing. The Price Schedule is subject to change at any time without notice. Payment in advance or when analysis is completed is required for all Clients until a credit account has been established with Weck Labs. For those Clients with an established credit account, the terms for payment of charges are NET CASH within thirty (30) days from date of

invoice. To the fullest extent permitted (if at all) by applicable law, any amount unpaid at the end of thirty (30) days is subject to interest at the lesser of the maximum rate permitted by law or one and one-half percent (1.5%) per month on the unpaid balances. If unpaid amounts are collected through legal proceedings or by an attorney, the Client shall pay reasonable costs and attorneys' fees or agents' fees associated with such collection procedures or efforts.

### CANCELLATION

Client may cancel any order for services hereunder subject to payment for all service rendered and out-of-pocket expenses incurred up to date of cancellation in accordance with the applicable Price Schedule.

### FORCE MAJEURE

Weck Labs shall not be responsible for delay or failure to perform the services pursuant to this agreement due to causes beyond its control.

### OVERRIDING AGREEMENT

The parties agree that the Terms shall govern performance of Client's initial order and all subsequent orders for additional services, whether placed in writing or orally, except to the extent the Terms are modified in writing and executed by an authorized representative of each party.

### AGREEMENT MODIFICATION

Changes, modifications or amendments to the Terms shall be effective only if in writing and executed by an officer of Weck Labs and by Client's authorized representative, except that subsequent orders for additional services may be oral or in writing.

### NO THIRD PARTY BENEFICIARIES: NO RIGHT OF RELIANCE

Weck Labs shall have no responsibility or liability for Client's use of or reliance on the data, information, or reports furnished by Weck Labs. Client is securing services hereunder for his own account, and not as agent or broker, or in any other representative capacity, for any other person or entity. It is agreed and acknowledged that there are no third party beneficiaries to this Agreement, and that no third party may rely on such data, information, or reports. Client represents, warrants, and agrees that said data, information and reports are not requested, nor shall be used or relied upon, in connection with or as part of, the purchase, sale, underwriting, or distribution of any securities, any periodic or other reporting to the holders of any securities, the securing, amendment, renewal, or extension of any loan from any financial institution or other lender or the certification to or contracting with, directly or indirectly, any governmental agency or department.

### RUSH ANALYSIS

Rush analyses are available for an additional charge and must be arranged in advance. If, for unforeseen reasons, the rush turnaround time cannot be met, the normal price will apply.

### HOLDING TIMES

Weck Labs cannot be responsible for holding times that are exceeded because samples are delivered on weekend or after 5 p.m. on weekdays without prior notification and acceptance. Standard holding times and storage conditions are listed separately. For analyses with holding times of 14 days or less, samples must arrive within 96 hours to allow us to meet holding times without applying a rush surcharge. For short holding times (7 days or less), samples must arrive at the lab within 48 hours of sampling to insure that they can be met. For holding times of 48 hours or less, same day delivery is required to guarantee holding times. Otherwise holding times would be based on arrival date. All holding times shown are those in effect as of the publication date of this fee schedule and are subject to change without notice. Where holding times are not promulgated, recommended holding times have been listed.

### SAMPLE RETENTION

All samples are retained for 30 days after analysis is complete. Sample storage for longer periods is by request only. Pre-arranged long term storage is subject to an additional charge as per fee schedule. Samples will be discarded at the end of the pre-arranged storage time.

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