

BIO-ANALYTICAL LABORATORIES/ CLIENT

I. SCOPE

Any orders received by Bio-Analytical Laboratories, Inc. or its affiliates (Bio-Analytical Laboratories), by a purchaser of laboratory, consulting or sampling services (Client) will be governed by these Standard Terms and Conditions, including orders made by delivery of samples or by phone or in person which have not been confirmed in writing, unless otherwise agreed to in a written contract. In the absence of any written contract between Bio-Analytical Laboratories and Client, any order placed by Client constitutes Client's acceptance of Bio-Analytical Laboratories' offer to provide services subject to these Standard Terms and Conditions and an agreement to be bound by the terms hereof. No contrary or additional terms and conditions expressed by Client, orally or in writing, shall be deemed to be accepted by Bio-Analytical Laboratories or part of the contract created by acceptance of Bio-Analytical Laboratories' offer unless accepted by Bio-Analytical Laboratories in writing.

II. ORDERS AND ACCEPTANCE OF SAMPLES

A Client may order services by submitting a written chain of custody record/order to Bio-Analytical Laboratories or by submitting a purchase order in writing or by telephone or in person and subsequently confirmed in writing (an "Order"). For any Order to be valid, it must contain sufficient specification to enable Bio-Analytical Laboratories to fulfill client's requirements. Any requests for additional services on samples that have been accepted by Bio-Analytical Laboratories will be treated as a new order and may require changes to pricing and may postpone any estimated delivery dates accordingly. For purposes of these Standard Terms and Conditions, "services" shall mean all work to be performed for Client, including provision of any equipment and/or materials to be furnished by Bio-Analytical Laboratories.

III. COMPENSATION

Client shall pay Bio-Analytical Laboratories with Bio-Analytical Laboratories' applicable price schedule in effect in the area of operations on the date the services were rendered or as otherwise agreed to in any written price quote by Bio-Analytical Laboratories. Prices are subject to change at any time without notice.

Payments of all invoices is due within 30 days of the invoice date. Any disputes regarding invoices must be provided to Bio-Analytical Laboratories in writing within 30 days of the invoice date. Any invoice which remains outstanding after the due date may be charged a late fee of \$50, in addition to being subject to interest at the lesser of the maximum amount permitted by law or 1.5% per month on the unpaid balance. Client shall be responsible for the reasonable costs of collection (by legal proceeding or collection agency) of any late payments.

STANDARD TERMS AND CONDITIONS

In the event Client fails to make timely payment of its invoices, Bio-Analytical Laboratories reserves the right to pursue all appropriate remedies, including but not limited to withholding delivery of data, suspension of work or otherwise, without recourse.

Payment is not contingent on payment from any other party.

IV. CLIENT RESPONSIBILITY; HOLDING TIMES

Prior to Bio-Analytical Laboratories' acceptance of any samples, the entire risk of loss or damage to samples remains with Client, except where Bio-Analytical Laboratories provides courier service. In no event will Bio-Analytical Laboratories be liable or responsible for the actions or inactions of any carrier shipping or delivering any sample to or from any Bio-Analytical premises. Client is responsible for the proper packaging, labeling, transportation and delivery of any hazardous materials in accordance with all applicable laws and represents and warrants to Bio-Analytical Laboratories that all samples sent to Bio-Analytical Laboratories are safe and in stable condition. Client shall be responsible for, and indemnifies Bio-Analytical Laboratories against all losses, costs, damages, liabilities and injuries that may be caused or incurred by Bio-Analytical Laboratories or its personnel or representatives by Client's sample or sampling site conditions, including damage to persons or property.

All samples/materials delivered to Bio-Analytical Laboratories must be in a condition that allows for the preparation of reports and analysis. Bio-Analytical Laboratories reserves the right to refuse or revoke acceptance of any sample delivery which, in the sole judgement of Bio-Analytical Laboratories is insufficient for sampling purposes, poses any risk of handling, transport or processing for any health, safety, or environmental concerns, or which holding times cannot be met based on the deadlines set forth herein (or otherwise may be required.)

Samples and all relevant materials must be received by 3 p.m. on weekdays in order to be processed on the date of delivery/receipt. Bio-Analytical Laboratories is not responsible for holding times that are exceeded because samples are delivered on weekends, holidays or after 3 p.m. on weekdays without prior notification or acceptance. For holding times of 8 hours or less, same-day delivery is required to guarantee holding times. For samples with short holding times (i.e. 36 hours), samples must be received by Bio-Analytical Laboratories no more than 30 hours after sampling to ensure that holding times can be met. For all other analyses with holding times of 14 days or less, samples must be received by Bio-Analytical within 72 hours of collection to ensure that holding times can be met.

Client shall be responsible for the repair or replacement cost, as applicable, of any sample collection containers rented or loaned to Client by Bio-Analytical Laboratories in the event of damage, loss or delay in the timely return of such containers.

V. CHANGE ORDERS; CANCELLATION

Changes to any Order (including scope of work, specifications and timelines) may be initiated by Client after sample delivery acceptance. Any such changes will be documented in writing and may result in a change of cost and turnaround time commitment. Bio-Analytical's acceptance of any such requested changes is contingent upon operational capacity and technical feasibility.

Client may suspend or cancel any order for services or supplies at any time; provided, however, that in the event of any such cancellation, Client shall remain responsible for payment for all services or supplies rendered and any out-of-pocket expenses incurred by Bio-Analytical Laboratories in accordance with Article III hereof, each through the date of cancellation or suspension.

VI. SAMPLE RETENTION

Unless otherwise agreed to in writing by Bio-Analytical Laboratories, all WETT samples shall be retained for a period of at least 7 days after analysis is complete. Pre-arranged long term storage will be subject to additional charges. All samples may be discarded or destroyed at the expiration period (or such other date as agreed to in writing between Bio-Analytical Laboratories and Client) without further notice. Client may request the return of unneeded sample materials prior to the scheduled destruction and such samples shall be returned to Client at Client's sole expense and risk.

VII. DELIVERY DATES; RUSH ANALYSIS

To the extent provided by Bio-Analytical Laboratories, delivery dates and turn-around times are estimates which may be changed as reasonably necessary and do not constitute a commitment by Bio-Analytical Laboratories. If and when estimated delivery dates are provided by Bio-Analytical Laboratories, Bio-Analytical Laboratories shall use commercially reasonable efforts to meet such estimated deadlines.

Rush analyses may be available for certain services for an additional charge and must be arranged in advanced. If, as a result of unforeseen circumstances, the rush turnaround times cannot be met, normal pricing will apply.

VIII. LIMITED WARRANTIES AND LIMITATION OF LIABILITY

Bio-Analytical Laboratories represents and warrants to Client that:

- (a) Analyses, interpretations and conclusions are prepared with a commercially reasonable degree of care, but cannot be guaranteed as correct or absolute;
- (b) it holds all licenses and certification required to perform services; provided, however, that any requirements specific to Client's requested services

are provided to Bio-Analytical Laboratories prior to acceptance of samples; and

- (c) it will use analytical methodologies in substantial conformity with published test methods. Bio-Analytical Laboratories has implemented such methods in its Quality Manuals and standard operating procedures, as required. Bio-Analytical Laboratories reserves the right to deviate from any such methodologies as necessary, or appropriate, based on Bio-Analytical Laboratories reasonable judgement, which deviations, if any, will be made on a basis consistent with recognized industry standards and/or Bio-Analytical Laboratories quality manuals.

Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by Bio-Analytical Laboratories will be limited to repeating any services performed; provided, however, that Client shall be responsible for providing any additional samples necessary to repeating such services. If resampling is necessary, Bio-Analytical Laboratories liability for resampling costs will be limited to the lesser of \$5,000 and the actual cost of resampling.

Bio-Analytical Laboratories (together with its employees, representatives, officers, directors, agents and affiliates) shall be liable only for the proven direct and immediate damage caused by Bio-Analytical Laboratories' gross negligence or wilful misconduct in connection with the performance of services in connection with an order; provided, that, unless otherwise provided under applicable law, Bio-Analytical Laboratories must receive written notice of any claims of such losses within six (6) months of the date of Client's knowledge of relevant claims. Bio-Analytical Laboratories liability for any and all causes of action arising hereunder (whether based in contract, tort, negligence, strict liability or otherwise), shall be limited to the lesser of (a) the amount paid by Client for the services and (b) \$25,000. Under no circumstances shall Bio-Analytical Laboratories be liable for any indirect, consequential, special, incidental or punitive damages, including loss of use, lost profits or otherwise.

IX. REPEATED ANALYSIS/CONFIRMATIONS

Client may provide objections to any test results within thirty (30) days of Client's receipt of results. Any reanalysis requested by Client which generates results consistent with the original results shall be at Client's sole cost and expense. A repeated analysis will only be possible if Bio-Analytical Laboratories has sufficient quantities of original samples available when the Client objection is received. To the extent original samples are not available or are not sufficient in quantity for reanalysis, Client will be required to pay all costs, including sampling, transportation, analytical and disposal costs incurred in connection with repeated analysis.

X. CONFIDENTIALITY

Any reports, data and information provided by Bio-Analytical Laboratories to Client is for the exclusive use of Client. Bio-Analytical Laboratories will not disclose client data to any third party (including regulatory agencies, unless required by law) without notification of and consent from client.

XI. FORCE MAJEURE

Bio-Analytical Laboratories shall not be responsible in any way for errors, damage, delay or failure to perform any services due to unforeseen circumstances or causes beyond its control, or which result from compliance with any governmental requests or laws and/or regulations.

XII. INSURANCE

At all times during the performance of services, Bio-Analytical Laboratories shall maintain commercial general liability insurance with the following limits:

1. Each occurrence \$1,000,000
2. Damage to rented premises (ea occurrence) \$50,000
3. Med Exp (Any one person) \$5,000
4. Personal and Adv Injury \$1,000,000
5. General Aggregate \$2,000,000
6. Products- Comp/OP Aggregate \$2,000,000
7. Contractor Pullutn LL IE \$5,000,000

At all times during the performance of services Bio-Analytical Laboratories shall maintain workers compensation and employers' liability insurance with the following limits:

1. E.L. each accident \$1,000,000
2. E.L. disease - EA employee \$1,000,000
3. E.L. disease - Policy limit \$1,000,000

XIII. NO BENEFIT FOR THIRD PARTIES; NO RIGHT OF RELIANCE

Bio-Analytical Laboratories shall not be responsible or liable for Client's use of or reliance on the data, information or reports furnished by Bio-Analytical Laboratories. No right or benefit is conferred on, nor any contractual relationship intended or established with any other person or entity. No such person or entity shall be entitled to rely on Bio-Analytical Laboratories performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. MISCELLANEOUS PROVISIONS

These Standard Terms and Conditions are binding on the heirs, successors, and assigns of the parties hereto.

These Standard Terms and Conditions represent the entire understanding of Client and Bio-Analytical Laboratories as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. These Standard Terms and Conditions may not be modified or altered except in writing signed by both parties.

These Standard Terms and Conditions shall be administered and interpreted under the laws of the state in which the Bio-Analytical Laboratories office primarily performing the services is located. Jurisdiction of litigation arising from these Standard Terms and Conditions shall be in that state.

If any part of these Standard Terms and Conditions is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of these Terms and Conditions shall be in full force and effect.

These Standard Terms and Conditions may be modified at any time by Bio-Analytical Laboratories, without prior notice to Client. Any order placed by Client constitutes Client's acceptance of Bio-Analytical Laboratories' offer to provide services subject to these (or subsequently issued) Standard Terms and Conditions and an agreement to be bound by the terms hereof or thereof.