

## York Analytical Laboratories, Inc.

### Additional Terms and Conditions

#### 1: Invoicing and Payment

Invoices will be submitted upon issuance of the laboratory report. For Clients with credit terms, payments are due no later than thirty (30) days from date of invoice unless other suitable written arrangements are accepted by York Analytical Laboratories, Inc. (hereinafter referred to as the "Supplier") in which case provisions in the following paragraph for interest, costs, attorneys' fees and other fees shall automatically apply to any payment made after such agreed upon date. Supplier must be notified of any Billing Disputes within sixty (60) days of Invoice date. Balances unpaid beyond thirty (30) days, or any other period agreed upon by the Supplier in writing, are subject to an additional charge of one-and-one-half percent (1.5%) per month (18 percent per annum) from the date of invoice. The Supplier's collection fees, including but not limited to its costs, filing fees, and reasonable attorneys' fees and related expenses, for all pre- and post- judgment collection matters, will be borne by the Customer. Acceptance of partial payments by Supplier, without Supplier's prior written agreement to a payment schedule shall not act as a waiver by Supplier of its right to seek collection of the full remaining outstanding balance, with interest, costs and all fees provided for above. Partial payments shall be applied to the oldest invoice first.

#### 2: Liability

Notwithstanding any other provision of these Terms and Conditions to the contrary, the Supplier's liability to the Customer for any and all losses or damages, including but not limited to, special and consequential damages which shall be deemed to include loss of profits or revenue arising out of or in connection with this proposal or any related agreement from any cause, including, but not limited to, negligent acts, errors or omissions of the Supplier, its officers, employees and agents, shall not exceed the greater of \$10,000 or total compensation received by the Supplier hereunder, and the Customer hereby releases the Supplier from any liability above such amounts. Except we are prohibited by applicable law, in no event will the Supplier be liable for any indirect, incidental, special, consequential or punitive damages (including lost profits, loss of data or loss of goodwill) arising out of or related to this agreement and the services and/or product supplied under this agreement.

#### 3: Protection of Employees

So long as the Supplier is providing services to the Customer and for a period of six (6) months after such services have ceased, Customer will not employ, higher or retain, directly or indirectly, any person who served Customer on behalf of the Supplier as an employee, servant, or agent of the Supplier. Because damages for a breach by the Customer of the foregoing provision are difficult to measure, the Customer shall pay to the Supplier liquidated damages of 30 percent of the employee's first year. In addition, Supplier shall have the remedies which are available to it under the law, including but not limited to, the right to injunctive relief.

#### 4: Hold Harmless Agreement

Supplier agrees to indemnify and hold harmless the Customer, its elective and appointive officers and employees from any liability for claims, damages, expenses, or legal fees which are caused by the sole negligence of the Supplier.

The Customer agrees to indemnify and hold harmless Supplier, its officers, employees or agents from any liability for claims, damages, expenses, or legal fees, arising from or in connection with any personal injury including death; or property damage caused by blockage, ruptures, effluent discharge, release or escape of materials to air, land, or water, which are caused by the negligent acts of the Customer or its officers, employees and agents and which are beyond the control of or were not caused by the negligence of the Supplier, its officers, employees and agents.

#### 5: Conflicting Provisions

To the extent that they are inconsistent or contradictory, express terms printed on the face of this acknowledgment or appended hereto shall take precedence over these Terms and Conditions. It is understood and agreed that the services performed hereunder or under any agreement executed in connection herewith are not subject to any provision of the Uniform Commercial Code, and that any terms and conditions set forth or reference to in Customer's purchase order, requisition, or other notice of authorization to proceed shall be void and unenforceable against Supplier except when specifically provided for in the face of this acknowledgment or any attachment hereto.

#### 6: Representations and Warranties

The methods employed by Supplier in performing the services are methods specifically chosen by the Customer and prescribed by state and local governmental authorities. Supplier warrants and represents that the data generated using the particular method dictated by the Customer is accurate. However, Supplier makes no representation or warranty as to the appropriateness of the method or as to whether the method dictated by the Customer meets a particular data quality objective, unless this clause is superseded by written agreement. Disclaimer of warranties. Except as otherwise expressly provided in this agreement, the services are provided "as is" and Supplier disclaims all warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, accuracy, satisfactory quality or fitness for a particular purpose, or any implied warranty arising from the course of performance, course of dealing, usage or trade.

#### 7: Retention of Samples and Data

All samples and related extracts are held for a period of thirty (30) days after issuance a final report. The sample(s) are then either returned (per agreement) or disposed of in an environmentally acceptable manner. Any reanalysis during this 30-day period can be performed at the request of the Customer. However, the Supplier makes no warranty regarding the adherence to specific holding times when these requests are made. All test data is held for a period of five years from the date of project completion until other arrangements are made.

#### 8: Project Information and Confidentiality

The Customer agrees that the Supplier may use and publish the Customer's name and a general description of the work performed by the Supplier in describing the Supplier's qualifications and experience to other prospective customers. The Supplier agrees that the results of all test data are confidential and will not be released to a third party without express written consent of the Customer.

#### 9: Force Majeure

Supplier shall not be liable for its failure to perform hereunder by any reason of acts of God, war, civil commotion, strikes, epidemics, fires, cyclones, or floods, equipment, labor, or testing difficulties, shortage of chemicals and other materials or inability to obtain the same without litigation or the payment of penalties, premiums or unusual prices, or embargoes, providential, or physical causes, existing or future, or due to any governmental law, regulation, order, request, instruction or injunction, whether valid or invalid, or any other cause beyond the reasonable control of the Supplier (including the inability of a State of Connecticut public utility such as water, electricity, or gas to provide daily services to the Supplier), and the time of performance of the Supplier shall be extended in any such cause or causes.

#### 10: Modification of Terms

Supplier's agreement to perform any of the services is expressly subject to Customers assent to all of the Terms and Conditions set forth in this acknowledgment and Customer's assent to these Terms and Conditions shall be conclusively presumed from Customer's receipt of Supplier's acknowledgment without prompt written objection thereto. No addition to or modification of these Terms and Conditions shall be binding upon the Supplier unless specifically agreed to by the Supplier in writing.

#### 11: Authorization

The Chain of Custody submitted with the samples to be analyzed serves as the Supplier's legal authorization to proceed with the analysis. This Chain of Custody is in lieu of, or in addition to, a formal purchase order to the Supplier.

#### 12: Transportation of Samples

Customer may either deliver samples to Supplier's laboratory or arrange for a courtesy pick up by Supplier. In either situation, Supplier is not responsible for samples until they arrive at and are logged into Supplier's laboratory. Customer acknowledges that pick up service by Supplier is solely a courtesy to the Customer provided without charge and Supplier shall have no responsibility for loss or damage to any sample placed in the custody of Supplier's driver until that sample is logged in as received by Supplier's laboratory.

#### 13: Governing Law

The validity, interpretation and performance of these Terms and Conditions shall be governed by the laws of the State of New York.

#### 14: Jurisdiction

Customer and Supplier submit all their disputes arising out of or in connection with this project and these Terms and Conditions to the exclusive jurisdiction of The Supreme Court of the State of New York and the County of Rockland which is the county of York Analytical Laboratories, Inc.'s executive offices.