

JUPITER ENVIRONMENTAL LABORATORIES, INC.

TERMS AND CONDITIONS

When a Client places an Order for any work to be done by Jupiter Environmental Laboratories, Inc. (JEL), the Order constitutes an acceptance by the Client of JEL's offer to do business under these Terms & Conditions, and an agreement to be bound by these Terms & Conditions. No contrary or additional terms & conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by JEL in writing. A written agreement signed by both JEL and Client may supersede some or all of these Terms and Conditions.

1. Orders, Samples, Services

The Client may place an Order by specifying a Scope of Work in writing or by telephone subsequently confirmed in writing. The Order shall not be valid unless it contains sufficient specification to enable JEL, in its sole discretion, to carry out the Client's requirements. Samples must be accompanied by a) adequate instruction on type of analysis, b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If any samples not accompanied by adequate disclosure cause interruption in JEL's ability to process work due to contamination the Client will be responsible for all costs associated with the contamination, including, but not limited to, clean-up and restoration of equipment and premises, and costs associated with JEL's business interruption. All turnaround times must be mutually agreed upon and will be calculated from Sample Delivery Acceptance, which is the point in time when JEL has determined that it can proceed with the defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain of Custody forms and project guidance regarding work to be done. Sample delivery alone doesn't constitute acceptance by JEL. Prior to Sample Delivery Acceptance at JEL, the entire risk of loss of or damage to samples remains with the Client. In no event will JEL have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from JEL's premises. Client is responsible to ensure that sample shipments comply with all applicable material shipping and labeling laws and regulations. JEL reserves the right to refuse or revoke Sample Delivery Acceptance for any sample which in JEL's sole discretion: a) may pose a risk in handling, transport or processing, b) is of unsuitable volume, or c) holding times cannot be met. Unless otherwise specified by the Client and agreed to in writing by JEL, sample materials will be held for 30 days following date of the invoice for the work. After thirty days, any remaining materials will, in JEL's sole discretion, be returned to the Client at the Client's expense or disposed of by JEL. Sample containers are provided by JEL upon request. JEL reserves the right to charge a fee for sample containers & it is JEL's standard to provide such supplies using ground delivery. Delivery shipment terms other than JEL's standard may be subject to additional fees. Client agrees to NOT use JEL sample containers for work submitted to any lab other than JEL. Unused supplies & sample containers not returned to JEL shall be subject to fees to recover the cost of containers, outbound/return shipping, and sample disposal.

2. Payment Terms

Services performed by JEL will be in accordance with prices quoted and later confirmed in writing or as stated in its most recent Price List. Prices are subject to change periodically without notice. The prices quoted on stated Price List do not include any sales, use or other taxes unless specifically stated. All payment shall be made in currency of the United States of America. Checks drawn on foreign banking institutions are not accepted. Payment in advance is required for all Clients except those whose credit has been established with JEL. For those Clients with approved credit, payment terms are net 30 days from the date of invoicing by JEL. All late payments are subject to an additional interest & service charge of one and one half percent (1.5%) (Or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are the responsibility of the Client. JEL will not bill a third party without a statement signed by the third party that acknowledges and accepts payment responsibility. Client remains

responsible for payment of services billed to a third party. JEL may suspend work and withhold delivery of data at any time in the event: a) Client fails to make timely payment of any of its invoices, or b) JEL receives an unfavorable credit report on Client. Client shall be responsible for all costs and expenses of collection, including reasonable attorneys' fees. Client is responsible for work done prior to suspension of work.

3. Change Orders, Termination

Changes to the Scope of Work, price or result delivery date may be initiated by JEL after Sample Delivery Acceptance due to any condition which conflicts with analytical or other protocols warranted in these Terms and Conditions. Changes to the Scope of Work may be initiated by the Client after Sample Delivery Acceptance. Such a change must be documented in writing and may result in a change in cost and turnaround time commitment. JEL may in its sole discretion refuse to accept such changes, and JEL's acceptance of such changes is contingent upon technical feasibility & operational capacity. Suspension or termination of all or any part of the work may be initiated by the Client. JEL will complete all work in progress & Client is responsible for payment in full pursuant to these Terms and Conditions for all work completed.

4. Warranties, Liabilities, and Indemnifications

Where applicable, JEL will use analytical methodologies which are in substantial conformity with published test methods. JEL has implemented these methods in its Laboratory Quality Manual & referenced Standard Operating Procedures. Where, JEL's sole discretion, the nature, or composition of the samples requires it, JEL reserves the right to deviate from these methodologies to the extent necessary or appropriate. Client may request that JEL perform according to a mutually agreed written Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, JEL will proceed with analysis under its standard Quality Manuals then in effect, and JEL will not be responsible for any re-sampling or other charges if work must be repeated to comply with a subsequently finalized QAPP. JEL shall start preparation and/or, analysis within method-specified holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or within 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, JEL will use its best efforts to meet holding times & will proceed with the work provided that, in JEL's judgment, the chain of custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with JEL's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met. These warranty obligations are the sole & exclusive warranties given by JEL in connection with any services performed by JEL or any Results generated from such services, & JEL gives & makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of JEL is authorized to give or make any other representation or warranty or modify this warranty in any way. Client's sole & exclusive remedy for the breach of warranty in connection with any services performed by JEL will be limited to repeating any services performed, contingent on the Client's providing at the request of JEL & at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. JEL's liability for any & all causes of action arising out of or related to this agreement or in connection with provision of services, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the service performed or \$1,000. Under no circumstance whether arising in contract, tort (including negligence), or otherwise, shall JEL be responsible for loss of use, loss of profits, or for any special indirect incidental or consequential damages occasioned by the services performed or by application or use of the reports

prepared. Client agrees that these limitations appropriately reflected the business risk & are not unconscionable; in no event shall JEL have any responsibility or liability to the Client for any failure or delay in performance by JEL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of JEL. Such causes & circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond JEL's reasonable control. The Client hereby agrees to indemnify and defend JEL from any & all claims by any third party arising out of or related to that party's reliance upon the Results provided by JEL, irrespective of JEL's negligence or its failure to comply with its warranties or other obligations hereunder. Notwithstanding the Client's duty to indemnify & defend JEL, the Client may not unreasonably withhold JEL's right to defend its data.

5. Results, Work Product

Additional charges may be necessary for customized reports that differ significantly from JEL's standard format. Additional charges will apply for special QA/QC reports & data packages. JEL's standard format for reporting results or data is electronic JEL reserves the right to charge a fee for report delivery other than electronic. JEL prohibits the use of its name in connection with any unauthorized use of its reports without its prior written consent. If results delivered by JEL do not meet the warranties described in these Terms & Conditions but nevertheless are used by Client and its Clients, then JEL still will be paid the contract price for its work. If JEL's work is challenged, it shall be given the right to independently defend its data directly with the challenger, & if this right is not given to JEL, then Client will pay JEL in full for the challenged work. Data or information provided by JEL or generated by services performed under this agreement shall become the property of Client only upon receipt in full by JEL of payment for the entire Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by JEL for performance of work will be retained by JEL, & Client shall not disclose such information to any third party. In the event that JEL is required to respond to legal process related to services for Client, Client agrees to reimburse JEL for hourly charges for personnel involved in the response & attorneys' fees reasonably incurred associated with the litigation & JEL's response.

6. Miscellaneous Provisions

These Terms & Conditions, together with any additions or revisions which may be agreed to in writing & signed by JEL, represent the entire agreement between the parties & provide the only remedies available. These Terms and Conditions shall supersede any previous communication, representations or agreements, either verbal or written, between the Client & JEL. The invalidity or unenforceability, in whole or in any part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of these terms & conditions or their interpretations. No waiver by JEL of any provision, term or condition hereof or any obligation of the Client shall constitute a waiver of any subsequent breach or other obligation. These Terms & Conditions and any transactions or agreements to which they apply as well as any dispute between JEL & the Client, whatever its basis, shall be governed by the laws of the State of Florida. The Client waives any defense of personal jurisdiction or forum non conveniens (inconvenient forum) & agrees to submit to personal jurisdiction of the courts of the State of Florida. The Client agrees that the sole & exclusive venue for any action filed in connection with any dispute arising between Client & JEL shall be in a court of competent jurisdiction in Palm Beach County Florida. THE CLIENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.