

Polymer Solutions Incorporated

Terms & Conditions

1. Analysis Requests: Before performing any work, Polymer Solutions Incorporated (iPSIi) shall examine and review client's analysis request, which shall outline the scope and timing of work to be performed. At this time no further work will be performed without a purchase order. If such analysis request is incomplete or unclear, PSI shall consult with client before proceeding with the work. Client shall provide such additional information requested by PSI as may be necessary for the satisfactory performance of the work covered by each analysis request.

2. Responsibilities of PSI: PSI shall perform its work in accordance with accepted standards within the industry and accepted standard operating procedures. However PSI reserves the right to modify methods as necessary based upon experience and/or current scientific literature.

PSI shall furnish all supervision, labor, facilities, equipment, materials, supplies and certifications necessary or desirable to perform its work. If client directs a manner of making tests that varies from standard or recommended procedures, client shall hold PSI harmless from all claims, damages and expenses arising out of such direction. Such variations shall be noted on analysis requests.

3. Sample Custody: Samples accepted by PSI shall remain the property of client while in the custody of PSI. PSI shall retain samples for a period of thirty (30) days following the date of submission of its report to client. PSI shall extend the retention period if client so requests and agrees to pre-pay for additional storage. Following the retention period, PSI will dispose of most samples upon client request. PSI reserves the right to charge for disposal of samples it considers difficult to handle or, at the option of PSI, to return samples to client in lieu of disposal. Client shall accept all such samples returned and charges incurred.

4. Safety: PSI is responsible for the health and safety of its employees. Client shall notify PSI of any hazardous substances present at the site where samples were acquired, or believed by client to be present in the samples, that may put PSI employees at risk. PSI may refuse acceptance or revoke acceptance of samples if it determines they present a risk to health, safety or the environment or that PSI is not authorized to accept them. Client shall promptly remove from PSI's facilities any sample for which PSI revokes its acceptance.

5. Reports and Records: Unless otherwise agreed by PSI in writing, client shall use reports prepared by PSI only for the purposes disclosed to PSI at the time of contracting. PSI shall maintain records and supporting documents for work for a period of seven (7) years after completion of said work. PSI shall be the owner of all such documents; provided, however, that copies may be supplied to client upon

request, and at the clients expense.

6. Confidentiality: PSI shall not provide analytical results or information on client work to any party other than client, unless client, in writing, requests information to be provided to a third party or unless law requires disclosure by PSI. PSI reserves the right to ask a client to sign a client confidentiality agreement before work is started.

7. Payment Terms: Client shall pay in full the net amount of each invoice submitted by PSI within thirty (30) days of the date thereof. Amounts not paid when due shall bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, from the date due until the date of payment. Payment can be submitted by check, wire transfer, or credit card (MasterCard, Visa, or American Express).

8. Intellectual Property Ownership: PSI retains complete rights of ownership to all intellectual property of any type generated during the course of any work. Neither the delivery of any final report nor the disclosure of processes utilized to achieve specific results shall cause or imply a grant of any license or other right of any type to the use or ownership of any intellectual property. License grants, whether exclusive or non-exclusive, shall be separately negotiated and granted only pursuant to a separate license agreement. Client agrees not to challenge the intellectual property ownership rights of PSI.

9. Termination or Suspension: Client shall have the right to cancel orders placed with PSI or suspend work on orders, but shall be obligated to pay for any work completed and expenses incurred during the period of time prior to cancellation or suspension. A proposal by client to change an analysis request may be regarded by PSI as an order to suspend work until agreement is reached on the effect of such change on the compensation payable to PSI and other relevant issues raised by the change.

10. Right to Stop Work: In the event client fails to pay for services rendered within thirty (30) days after the date of any invoice from PSI, then, in addition to any other rights or remedies provided by law, PSI shall have the right to suspend any further work for client and to retain any and all of its work product not yet delivered to client. Client shall have no right to use the work of PSI for any purpose until the same has been paid for in full.

11. Recheck Policy: The client is not charged for a recheck if the recheck results do not agree with the original data set. The client is charged for the recheck if the recheck and the original data agree with each other.

12. Alternative Dispute Resolution: All disputes between PSI and client shall be submitted to alternative dispute resolution (iADRi) as a condition precedent to litigation and other remedies provided by law. PSI and client each agree to

exercise good faith efforts to resolve disputes through mediation unless both parties agree to another ADR procedure.

13. Attorneys' Fees: If either party to this agreement makes a claim against the other as to issues arising out of the performance of this agreement, the prevailing party shall be entitled to recover its reasonable expenses of litigation, including reasonable attorneys' fees. If PSI brings a lawsuit against client to collect the invoiced fees and expenses of PSI, client agrees to pay the reasonable collection expenses, including attorneys' fees, incurred by PSI.

14. Time Limit for Making Claims: PSI shall not be liable for damages unless suit is commenced within two (2) years of the date of injury or loss or within two (2) years of the date of completion by PSI of its services, whichever is earlier. In no event shall PSI be liable for damages unless it has been notified by client of the discovery of any claimed negligent act, error, omission or breach within thirty (30) days of the date of its discovery and unless client has given PSI an opportunity to investigate and to recommend ways client may mitigate its damages.

15. Limitation of Liability: In no event shall PSI be liable for any incidental or consequential damages of any kind, whether or not arising out of negligence. The aggregate liability of PSI for its negligent acts and omissions and for its non-intentional breach of the agreement with client shall not exceed the fee paid to PSI for its services, and client agrees to indemnify PSI from all liabilities to others in excess of that amount. The foregoing limitation on PSI's liability does not apply to losses arising from the gross negligence of PSI or intentional breaches of contract.

16. Indemnification: Subject to the limitation on liability set forth above, PSI agrees to indemnify and hold client harmless from and against demands, damages and expenses caused by PSI's negligent acts and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom PSI is legally responsible. Client shall indemnify and hold PSI harmless from and against demands, damages and expenses caused by client's negligent acts and omissions and breach of contract and by the negligent acts and omissions and breach of contract of persons for whom client is legally responsible.

17. Response to Legal Process: Client shall compensate PSI for its services and expenses if PSI is required to respond to legal process related to its services for client. Compensable services shall include hourly charges for all PSI personnel involved in the response and attorneys' fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier and appearances related to the legal process.

18. Insurance: PSI shall, while performing its work for client, maintain in force workers compensation insurance in the amount required by law and general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00).

19. Employment Practices: It is the policy of PSI not to discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age or for any reason prohibited by law.

20. Force Majeure: Neither PSI nor client shall have any liability for nonperformance caused in whole or in part by causes beyond their reasonable control. Such causes include, but are not limited to, acts of God, civil unrest and war, acts of authorities and failure of subcontractors that could not reasonably be anticipated.

21. Relationship of the Parties: PSI shall perform work for client as an independent contractor.

22. Entire Agreement; Governing Law: Unless modified by a written agreement signed by client and PSI, these terms and conditions shall constitute the entire agreement between the parties as to the matters herein addressed, any prior course of dealing or trade custom notwithstanding. The agreement between PSI and client shall be governed by Virginia Law, and shall be in effect indefinitely.