

Axium Scientific LLC ("Company") undertakes services in accordance with these Terms and Conditions of Service ("General Conditions") and accordingly all quotations or tenders of service are made subject to these General Conditions, unless otherwise specifically agreed in writing. All resulting contracts or agreements will in all respects be governed by these General Conditions.

1. Services. The Company's standard services include inspection, sampling and laboratory analysis. Special services undertaken by the Company by specific arrangement include audits, surveys, supply of technical personnel and advisory services.

2. Nomination. The persons or entities ("Client") may issue instructions to act to the Company by submitting a written purchase order, placing a telephone call or providing an electronic request for services. Instructions to act must be specific and if necessary accompanied by a written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law.

3. Confidentiality. The Company acts solely for the Client and unless authorized by the Client will not accept instruction by another party or issue a report to a third party. The Company will receive and maintain in confidence business or technical information that the Client discloses to the Company or is otherwise acquired in connection with this Agreement. The Company will not use that information for any purpose other than performing services for the Client.

4. Reports and Certificates. The Company will issue reports and certificates subject to the Client's specific instructions only. Analysis reports express the Company's opinion on those samples tested but do not contain any judgement upon the bulk from which the samples were drawn.

5. Change, suspension or cancellation of instructions. The Client may change the scope of work within three business days of instruction or sample receipt with no resulting charge. The Company's acceptance of such changes is contingent upon technical feasibility and operational capacity. If the scope of work is changed the Company will notify the Client of any resulting changes in fee or delivery date. The Client may suspend or stop all or any part of the work. If suspension or cancellation occurs after three business days of work commencement, the Company will complete all work in progress and be paid in full for all work completed.

6. Professional Responsibility. All work will be performed in accordance with sound and generally accepted professional practices and industry standards by professional, managerial and administrative personnel qualified in the disciplines required for or appropriate to their work. The Company will be responsible for the professional quality, technical validity and timely completion of services furnished under this Agreement. The Company will, without additional compensation, and at its own cost and expense, correct or revise any errors, omissions or other deficiencies in its work, to the extent due to the Companies fault or neglect.

7. Compliance with Laws. The Company will comply with all federal, state and local laws, ordinances, codes or regulations which apply to the performance of the work.

8. Licenses and Certifications. The Company will maintain all licenses and certifications which are required to perform the specified services provided that such requirement is documented in writing to the Company prior to instruction acceptance. The Company will notify the Client in writing of any decertification or revocation of any license, or notice of either, which affects work in progress.

9. Assignment of responsibility. The Company may subcontract the performance of services to another agent, if, in the Company's sole judgment, it is reasonably necessary, appropriate or advisable to do so. If the Client directs the Company to subcontract to an agent outside of the Company's approved vendor list, the Company will not be responsible for their work unless the Company has audited and approved the agent.

10. Limitations on Liability. The liability of the Company for any and all causes of action, claims for loss or expense, whether based in contract, negligence or otherwise, shall be limited to eight times the amount of the fee for the services performed. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall the Company 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. The Client shall hold harmless and indemnify the Company against all claims made by any third party for loss, damage or expense relating to the performance or non-performance of any services. The Client shall discharge the Company from liability for all claims for loss, damage or expense unless suit is brought within three months of the date of report.

11. Payment. Payment terms are net thirty days from the date of invoice, unless otherwise specifically agreed in writing. The Company may suspend work, or withhold delivery of data to the Client, at any time if the Client fails to make timely payment of any invoice. The Client shall not be entitled to withhold payment due to the Company on account of any dispute against the Company.

12. Sample Disposal & Return. The Company will retain excess sample portions for a period of three months after the analytical report is issued and subsequently disposed of unless instructed otherwise. The Company will charge if the Client instructs samples to be returned.

13. Record Retention. The Company will retain the records related to the work performed for a period of three years from final report generation.

14. Entire Agreement. These Terms and Conditions, together with any additions or revisions which may be agreed to in writing, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions supersede all previous communications, representations, or agreements, either verbal or written. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where our services are performed.

15. Severable Provisions. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.