

SUNLAND ANALYTICAL'S TERMS AND CONDITIONS OF SALE

The Customer; the individual or entity requesting laboratory analysis, consulting or sampling services; may order services by submitting a written purchase order to Sunland Analytical Lab, Inc (hereafter referred to as SUN), by placing a telephone order which will be subsequently confirmed in writing, or by negotiated contract. Any such order constitutes a) an acceptance by the customer of SUN's offer to do business with the customer under these Terms and Condition, and b) an agreement to be bound by these Terms and Conditions. Any order placed by the Customer and cancelled prior to initiation of analysis is subject to a minimum cancellation charge of 25% of scheduled fee up to \$100. Full fee is due after initiation of analysis.

The customer represents and warrants that any sample delivered to SUN will be accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by the Customer. The Customer further warrants any hazardous substance sent to SUN will be packaged, labeled, and transported in accordance with applicable laws.

Services performed by SUN will be in accordance with prices quoted and later confirmed in writing or as stated on the price schedule, which prices are subject to change periodically without notice. The Customer should confirm with SUN the current price prior to placing an order for work.

Payment terms are net 30 days from the date of invoice by SUN. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) per month or portion thereof from the due date until the date of payment.

Prior to determining to proceed with work following receipt and inspection of samples, the entire risk of loss of or damage to such sample will remain with the Customer. In no event will SUN have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from SUN's premises.

SUN reserves the absolute right, exercisable at any time, to refuse to receive delivery of or refuse to accept any sample which in the sole judgment of SUN is unsuitable.

Where applicable SUN will use analytical methodologies which are in conformity with U.S. Environmental Protection Agency (EPA), State agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC) standard Methods for the Examination of Water and Waste Water, or other recognized methodologies. SUN reserves the right to deviate from these methodologies if necessary or appropriate due to the nature or composition of the sample or otherwise based on the reasonable judgment of SUN.

Upon timely delivery of samples, SUN will use its best efforts to comply with storage, processing and analytical holding time limits as set forth in applicable EPA or State guidelines or otherwise requested by the Customer or set forth on the Price Schedule. However, unless specifically made part of a written agreement between SUN and the Customer, such time limits cannot be guaranteed.

SUN warrants only that its services will fulfill obligations set forth in the two previous paragraphs. This warranty given by SUN in connection with any services performed by SUN or any results generated from such services, and SUN gives and makes no other representation or warranty of any kind, express or implied. Any recommendation for use of the results provided by SUN are incidental to the primary analytical function and Sun provides no warranty that recommendations provided by SUN will provide the desired results. No representative of SUN is authorized to give or make any other representation or warranty or modify this warranty in any way.

SUN reserves the right to subcontract services ordered by the Customer to another laboratory or laboratories if in SUN's sole judgment it is reasonably necessary, appropriate or advisable to do so.

The Customer consents to allow SUN to send faxes to any number commonly referred as the fax number of the Customer for reporting data, invoicing, and other business purposes.

SUN reserves the right to use any data for surveys or educational purpose unless expressly directed otherwise.

The liability and obligations of SUN, and the remedies of the Customer in connection with any services performed by SUN will be limited to repeating the services performed or, at the sole option of SUN, refunding in full or in part fees paid by the Customer for such services. SUN's obligation to repeat any services with respect to any sample will be contingent on the Customer's providing, at the request of SUN and at the Customer's expense, an additional sample. Any reanalysis generating results consistent with the original results will be at the Customer's expense. In no event shall SUN have any responsibility or liability to the Customer for any failure or delay in performance from any cause beyond the reasonable control of SUN.

The customer shall indemnify and hold harmless SUN from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and or other costs (including but not limited to liability to a third party) arising out of a) the presence of hazardous substances in any sample of the Customer regardless of the Customer's compliance with disclosure requirements hereof, b) accidents occurring during the transport of any sample of the Customer, c) events or delays caused by the Customer or otherwise beyond SUN's control, or d) negligence by the Customer in the use, evaluation, or application of Results provided by SUN.

There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein.

The invalidity or lack of enforceability, 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 or these Terms and Conditions, the intent of the parties being that the provisions be severable.