

SERVICE TERMS AND CONDITIONS

The terms and conditions listed below shall apply to all services performed by Laboratory Testing, Inc. ("LTI"). Contract formation between the parties is expressly conditional on the customer's consent to the terms of this Order. Any proposed new changes must be expressly consented to by LTI in writing; otherwise, any term in any order or confirmation of customer which is in addition to or different from the terms of this Order will not become part of the agreement without LTI's written consent.

1. The customer agrees to furnish, at the customer's expense, all necessary descriptions, information and materials for the services to be performed and to pay for all services rendered in accordance with the schedules and the prices set forth herein.

2. The customer shall be solely responsible for the payment of any and all applicable taxes. LTI assumes no responsibility for the collection or disbursement of these taxes, and customer indemnifies and holds harmless LTI for any damages or losses incurred as a result of customer's failure to pay any such taxes.

3. LTI agrees to put forth its best efforts to execute all services in an expeditious, professional and commercially feasible manner. LTI shall not be subject to liability for failure to perform services or to dispatch reports within any stated time period. The results of any service will be sent to the customer by the U.S. Postal Service standard delivery unless other arrangements are specified and paid for by the customer on their original service request.

4. LTI reserves the right in its sole discretion to refuse to perform or conduct any service requested or to terminate at any time any or all portions of a service because of health, safety, legal, moral or operational reasons. LTI also reserves the right to cease the performance of all services and retain any reports generated by LTI as collateral in the event LTI is not paid upon the terms agreed upon between the parties.

5. In the event customer enters into a contract with LTI, and customer thereafter fails to or becomes unable to perform their obligations or pay amounts due under this Order, customer shall remain liable for the outstanding balance owed under this Order.

6. LTI shall not be responsible for damage to or destruction of any material submitted for services. Analyzed samples will be kept on file for thirty (30) days after completion of service, and then disposed of in accordance with federal, state and local regulations, unless previous specific written instructions from the customer are received by LTI. Charges for storage of samples beyond thirty (30) days and any other expenses incurred by LTI which are not specifically included in the agreement with customer shall be reimbursed by customer together with the total amount due under this Order. All shipping charges incurred in the execution of returning material to the customer are the responsibility of the customer and the customer agrees to pay said charges.

7. LTI agrees to perform the requested services whenever possible in accordance with techniques and practices that comport with industry standards. IN THE EVENT THAT LTI PROVIDES ERRONEOUS RESULTS, LTI'S ENTIRE LIABILITY, AND THE CUSTOMER'S EXCLUSIVE REMEDY, IS LIMITED TO LTI REPEATING THE SERVICES WITHOUT COST TO THE CUSTOMER, OR MAKING A REFUND TO THE CUSTOMER FOR THE PRICE OF THE SERVICES CHARGED TO THE CUSTOMER FOR THE SERVICES THAT RESULTED IN THE ERRONEOUS RESULTS, IN THE SOLE DISCRETION OF LTI.

8. Customer agrees that the warranties and remedies set forth in this Order relating to LTI's services are exclusive and are specifically in lieu of any other obligation, warranty or remedy. NO OTHER WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

9. The customer shall assume full and complete responsibility concerning the use of service reports, and the customer specifically agrees to indemnify and hold harmless LTI and its officers, directors, shareholders, employees, agents and representatives against any and all claims, demands, liabilities, losses, damages of any kind, and all costs or charges in connection therewith arising out of any and all services provided by LTI, including, but not limited to, the use of the service report, including any direct and consequential damages of any nature whatsoever. LTI assumes no responsibility and, except as herein provided, shall have no liability of any kind with respect to the use by the customer or by any third party of information contained in the service reports.

10. Service reports generated under this agreement shall become the customer's sole property, subject to LTI's written authorization whenever the customer wishes to communicate the contents thereof, in whole or in part to any third party, which authorization LTI agrees not to unreasonably withhold. The customer agrees that neither the LTI name nor logo nor any of the service information provided by LTI shall be used in any promotional literature or advertisement of the material, product or product line for which LTI rendered the service report, and that the information contained in the service report is not a guarantee or warranty of the customer's material or product for any purposes whatsoever.

11. Customer acknowledges that any and all proprietary information of LTI, including but not limited to trademarks, service marks and copyrights, are exclusively proprietary to LTI and customer shall not, without LTI's prior written consent, use such information in whole or in part for its own benefit or to LTI's detriment or disclose such information in whole or in part to any other person.

12. No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise thereof or the exercise of any other right.

13. If the performance of any obligation under this agreement (other than the payment of money) is prevented, materially restricted or materially interfered with by reason of war, civil commotion, embargo, strike or any other act which is beyond the reasonable control of the party affected and such non-performance could not have been prevented by reasonable precautions, then the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction or interference; provided, that the party so affected shall use commercially reasonable efforts to avoid and remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.

14. Neither this agreement or any right granted hereby may be assigned by the customer voluntarily or by operation of law without the prior written consent of LTI.

15. This agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

16. The parties hereto agree that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to this Agreement shall be the courts of the Commonwealth of Pennsylvania in and for Montgomery County and that the venue of any action brought in federal court will be the Eastern District of Pennsylvania.

17. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement.

18. Customer agrees that LTI shall have the right to collect from customer its reasonable expenses incurred in enforcing these terms and conditions, including attorneys' fees.

19. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. This agreement, consisting of the above terms, sets forth the entire agreement between the parties, and may not be modified, amended, assigned, supplemented, or rescinded, nor any provision hereof waived, except by an instrument in writing executed by a duly authorized representative of the parties hereto.