

AMERISCI New York
STANDARD TERMS AND CONDITIONS OF AGREEMENT

ENTIRE AGREEMENT. This agreement is the offer of AmeriSci to perform the analytical services described on this chain of custody (COC) form. By signing this COC form the Client accepts the terms and conditions of this Agreement as written herein, and authorizes AmeriSci to proceed. These terms and conditions will apply to any contract or purchase order document issued by the Client for these services, whether or not it is expressly incorporated. This Agreement may not be modified except in writing, and the signature and initials of both parties on the modifications must indicate agreement to any modification.

LIMITATIONS OF COST ESTIMATES. Any estimate of the cost of the project or any part thereof is not to be construed, nor is it intended, as a guarantee of the total cost.

INVOICING, AND PAYMENT. Invoices for professional and analytical services, subcontracted costs and expenses are submitted with each report to the Client. Payments shall be made within ten (10) days of presentation of the invoice. Payments made thirty (30) days or more after the invoice date shall be subject to a charge equal to one and one half percent (1 ½%) per month (as limited by state law) in addition to the invoice amount. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. AmeriSci reserves the right to suspend or terminate service upon reasonable notice for the non-payment of invoice.

CONFIDENTIALITY. AmeriSci agrees that it will not publish or make known to others results or information obtained from the performance of these services without approval in writing from the Client except as required by federal, state, and local laws or judicial or government orders concerning the reporting of potential dangers to public health, safety, or the environment to appropriate public agencies. AmeriSci shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders, and Client shall defend, indemnify, and hold AmeriSci harmless from and against any and all claims, demands, liabilities, and expenses, including reasonable attorney's fees, incurred by AmeriSci in connection with such notifications or reports.

WARRANTY. AmeriSci warrants that its services are performed within the limits prescribed by the Client, with the usual thoroughness and competence of the analytical profession and the methodology specified. The sole liability of AmeriSci arising out of or in connection with this Agreement shall be limited to redoing any work done by AmeriSci which has failed to meet that standard of performance, provided such failure is reported to AmeriSci within thirty (30) days of its occurrence. The foregoing remedy shall be the Client's sole remedy under this Agreement, and the Client releases AmeriSci from all other liability, including: direct, indirect, incidental, or consequential damages incurred by the Client or other third parties.

INDEMNIFICATION. The client shall at all times indemnify and hold harmless AmeriSci and its officers, directors, employees, agents, and subcontractors from any claims, demands, fines, damages, losses, litigation expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries, property losses and/or damages sustained by or alleged to have been caused by any person or entity and caused by the acts, errors, omissions or neglect of anyone except the above-mentioned AmeriSci personnel, in connection with the services provided. The Client also agrees that AmeriSci's liability to the client is limited in amount to the aggregate sum of \$50,000 or AmeriSci fee for services rendered on the project, whichever is greater.

INSURANCE. AmeriSci shall procure and maintain throughout the period of this Agreement, at AmeriSci's own cost, insurance for protection from claims under worker's compensation, temporary disability, and other similar insurance required by applicable State and Federal laws. Certificate for all such policies of insurance shall be provided to the Client upon written request. AmeriSci shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions, of such insurance.

SUCCESSORS AND ASSIGNS. Neither Client nor AmeriSci shall assign, sublet, or transfer any rights under or interest in (including, but not limited to, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any subletting or transfers mandated by law or the effect of this limitation may be restricted by law.

DISPUTES AND ARBITRATION. All claims, counterclaims, disputes, and other matters in questions between the parties shall be settled by Arbitration which shall be conducted in the state in which the project is located, or another mutually agreeable state, in accordance with the Commercial Arbitration rules of the American Arbitration Association as such rules shall be in effect on the date of delivery of demand for arbitration.

DELAY. Any delay, default, or termination of the performance of any obligation of AmeriSci under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, or transportation through normal commercial channels, failure of Client or Client's agents to furnish information or to approve or disapprove AmeriSci work promptly, late, slow or faulty performance by Client or other Contractors or government agencies, or any other acts of the Client or any other federal, state, or local government agency, or any other cause beyond AmeriSci reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of AmeriSci as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

TERMINATION. This Agreement may be terminated at any time by mutual consent or by notice by either party in writing. In the event of termination for any reason prior to the completion of the assignment AmeriSci reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by AmeriSci necessary to protect its professional reputation, to complete a report on work performed to date. The Client shall compensate for all work-performed prior to such termination in accordance with existing fee schedules.

LITIGATION. Should litigation be necessary to collect any portion of the amount payable hereunder, then all costs and expenses of litigation and collection including without limitation, fees, court costs, and attorney's fees shall be the obligation of the Client.

SAMPLE STORAGE. AmeriSci will store samples for a period of (60 days) following reporting of the related analytical results. After (60 days), the samples will be disposed of in accordance with local & federal Hazardous Waste Regulations, unless prior arrangements have been made with AmeriSci for extended storage or return of the samples to the client for disposal at their cost.