



TERMS AND CONDITIONS FOR QUOTATIONS

As stated herein, “seller” is Environ Laboratories, LLC and “purchaser” is the recipient of the quotation.

- 1.0 GENERAL – Quotations are offered for acceptance within thirty (30) days unless a longer time is specified on the face of the quotation, and if not so accepted within the designated period shall be deemed withdrawn. Unless otherwise specified, the prices quoted are based upon receipt of all purchaser furnished articles, technical data, and support equipment in good condition within thirty (30) days after receipt of order. If the purchaser-supplied items are not provided in a timely manner, the prices and delivery schedule quoted shall be subject to change. Seller’s acceptance of any order is contingent upon seller’s approval of purchaser’s credit.

Seller is under no obligation to enter an order acknowledgement and may rescind its quotation at any time prior to acknowledgement. When a quotation involves multiple items, the quotation is non-severable at the option of the seller. If the quotation is made prior to receipt and review by seller of all applicable specifications and proposed contract documents, then prices quoted are subject to revision once missing documents are received.

The prices quoted are valid for the proposal in which they are contained only and may not be utilized as a basis for pricing similar, repeat, or subsequent testing. Any detail of the prices proposed is budgetary and may not be used as a basis for pricing increments or for pricing subsequent or repeat tests.

- 2.0 SPECIFICATIONS AND DRAWINGS – The seller agrees to perform the services quoted in compliance with procedure(s) and specification(s) furnished by the purchaser at the time of quotation, except for deviations accepted by the seller in writing. In any event or instance not covered by the purchaser’s specification(s), the seller reserves the right to perform services in accordance with its standard practices and at quoted hourly rates.

The seller will not be responsible for errors or omissions due to the purchaser’s supplied or approved procedure(s), specification(s), or other supplied information, whether written or verbal. The seller will not be responsible for incompatibility of the purchaser’s supplied or approved materials, test specimens, or choice of test methods.

- 3.0 TOOLING AND SET-UPS- Where applicable, partial tooling and set-ups quoted and made by the seller are designed for the seller’s special testing techniques, and will not be released from the seller’s plant. Seller may dispose of any fixtures, special tooling, drawings, or the like which are the property of purchaser and are

left unclaimed for thirty (30) days after seller gives notice to purchaser as provided in Para. 15.0.

Except as otherwise agreed, in writing, all right, title and interest to fixtures, special tooling drawings, designs and other data is and shall remain the property of the seller.

Purchaser owned equipment at seller's facilities shall be subject to additional charges for storage, transportation and taxes to the extent applicable.

- 4.0 SCHEDULES - The estimated schedule is based on the seller's current commitments, and the seller's acceptance of the purchaser's supplied documents and materials. Firm schedules will be acknowledged by the seller from time to time.

ALL DATES ARE APPROXIMATE. All prices are F.O.B. seller's facility unless otherwise specified. If seller's performance is prevented, restricted, or interfered with by reason of a force majeure event (as defined below), then seller shall be excused from that performance to the extent of that prevention, restriction, or interference. Seller shall resume its performance promptly whenever such causes are removed. "Force majeure events" shall be any cause or condition beyond the reasonable control of seller, including but not limited to natural catastrophes, acts or omissions of a government or its agencies or departments, labor unavailability for any reason, energy shortages, shortage of suitable parts or materials, computer malfunctions, transportation problems, customer's failure to fulfill its obligations, or delays in delivery by seller's vendors.

CHANGE ORDERS, INTERRUPTIONS, TERMINATION - Seller is not obligated to perform any additional services not specifically referenced in the quotation, including, but not limited to repeat testing. If seller agrees to perform additional services, charges for the purchaser's change orders will be commensurate with the additional requirements and the status of seller's work in process at the time of the seller's receipt of the purchaser's change requirement, and the seller's written or verbal acknowledgement. If, for any reason beyond seller's control, the program is interrupted at purchaser's direction or by failure of items under test or purchaser's equipment, standby costs will accrue until resumption or termination of testing is directed by purchaser in writing. Additional set up charges will apply to resumption of testing. Rescheduling shall be at the discretion of seller. Termination or cancellation, whether partial or complete, may cause the customer to be subject to payment of cancellation charges based upon status of work in process, commitments made and facilities allocated. Additional services (e.g. repeated tests) necessitated by specimen failure or customer provided equipment malfunctions will be construed as a change order and the appropriate charges will be added. If purchaser should disagree for any reason with the results or conclusions of the testing and requires additional work for verification, seller shall be entitled to charge for the additional work required to verify results.

- 5.0 SELLER'S OBLIGATION – Purchaser agrees that seller's obligation is to perform services and report the results in accordance with specification(s). It does not render opinions on the suitability of the item tested for any intended purpose. Reasonable care will be exercised by seller in the performance of services in accordance with applicable specification(s) and instructions received from the customer. Seller's liability for loss, damage, or delay incurred in the performance of, or as a result of testing, handling, or reporting shall be limited to a retest, provided such retest is performed by seller. Should the seller be unable to perform a test after agreeing to such performance the seller's sole obligation shall be to return the test article to the purchaser. If the test that cannot be performed is one of a series of tests then any tests already performed successfully will be billed normally and paid by the purchaser. Any tests that remain to be performed other than the one in question may also be completed and billed if purchaser and seller so agree. Purchaser shall not be liable for any charges relating to a test, or part of a test, that the seller cannot perform.
- 6.0 LIMITATIONS OF DAMAGE – Purchaser agrees that regardless of the claim or the form in which any legal or equitable action may be taken, the seller shall not be liable for any amount greater than the charges accrued on the test. The seller shall not be liable for any damages arising from delay in the performance of services. The happening of any contingency beyond the seller's reasonable control shall not constitute cause for cancellation of the purchaser's order, but shall extend the seller's time to perform the required service for a period equal to the duration of such contingency. All services furnished by seller, and all tests performed utilizing seller's equipment and facilities, whether conducted by seller or purchaser's personnel, shall be at the risk of purchaser, and seller shall not be liable for loss of, or damage to, property furnished by purchaser while such property is on seller's premises.
- 7.0 TERMS AND PAYMENT - All accounts are due and payable within thirty (30) days unless otherwise agreed in writing. When credit terms are extended, it is with the express agreement that a 1½% per month service charge will apply to all amounts past due. On any test program or order requiring more than thirty (30) days to complete, invoices will be submitted for services performed on a monthly basis and are due within thirty (30) days of submission.

Payment of seller's invoices by purchaser shall not be delayed by, or contingent upon, approval or payment by purchaser's customer or any other third party.

Purchaser agrees to pay all costs associated with collection of any overdue amount including reasonable attorney's fees and court costs. In addition to other remedies provided by law, where conditions warrant, seller reserves the right to withhold test data, reports, and test samples until payment of all amount due is received.

In the event customer shall become insolvent or makes a general assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, or for reorganization, or pursues any other remedy under law relating to debt relief, or in the event a receiver be appointed of customer's property or business, seller may,

at its option, terminate its performance under the contract and treat the customer as in default.

- 8.0 HOLD HARMLESS AGREEMENT - Since performance of the testing services quoted are, or may be, hazardous, it is a condition to the performance of such testing that customer shall agree, and by acceptance of any quotation does thereby release and agree to indemnify and save harmless seller and its employees, customers and insurers from and against any and all injuries to and deaths of third parties howsoever occurring and damage to all property wheresoever situated and additionally from any and all claims, demands, costs, losses and damages howsoever the same shall be caused, which shall result directly or indirectly from the performance of any or all work to be performed in accordance with the terms, provisions and conditions of this quotation or resulting contract, except to the extent caused by seller's sole gross negligence or willful misconduct.
- 9.0 ACCEPTANCE OF PURCHASER'S ORDER – Acceptance of the purchaser's order does not constitute acceptance of the purchaser's terms and conditions of sale quoted therein, unless specifically authorized with the written consent by the seller. In the event of the lack of enforcement of the seller's terms and conditions of sale by the seller or by agents of the seller, neither waiver of the seller's terms and conditions of sale, nor the seller's acceptance of purchaser's conditions of purchase is to be deemed or implied. In any event, if the purchaser fails to notify the seller in writing within ten (10) days of the seller's order acknowledgement that any terms or conditions of that order are unacceptable to the purchaser, the purchaser shall be deemed to have accepted the agreement as set forth in the acknowledgement. Upon acceptance in this manner, the contract cannot be canceled, revoked, or modified in any particular without the specific written consent of the seller, after appropriate provision for payment by the purchaser for any additional costs and expenses resulting from such changes.
- 10.0 LIENS - The seller shall have a lien on all reports or data generated as a result of services rendered as well as all items of purchase in seller's possession, for all charges under a contract, if not paid for as provided herein.
- 11.0 WARRANTY - Subject to the provisions of Para. 6.0 above, and other than specified warranties, if any, attached to a contract, seller specifically disclaims all warranties.
- 12.0 TAXES – All prices quoted are exclusive of taxes. Purchaser agrees that all taxes, interest and penalty thereon, if any, relating to services performed or products produced or sold, are to be paid when due by the purchaser.
- 13.0 RISK OF LOSS - The purchaser assumes risk of loss through acts of God, fire, forcible entry or other casualty of chattels of purchaser left in seller's custody or care.
- 14.0 CANCELLATION - Subject to all provisions of Para. 5.0 above, complete or partial cancellation of any order or contract may be made by purchaser only upon the payment of any cancellation charges incurred.

- 15.0 NOTICE – Notice shall be deemed effective when received or refused, if sent to the other party at the address provided by the other party. Unless otherwise advised in writing the address to which any notice to the seller should be sent is: Environ Laboratories LLC, 9725 Girard Avenue, South, Minneapolis, Minnesota 55431.
- 16.0 PREVAILING AGREEMENT – These terms and conditions supersede any and all previous instruments unless otherwise provided by law, and no change or modification of these terms and conditions shall be of any force unless such change or modification shall be executed by an authorized officer of seller. The terms and conditions of this instrument shall supersede any terms and conditions on any confirmation order or other documents purchaser may present, the terms and conditions herein being binding. Acceptance of any quotation is limited to the terms and conditions herein. Any terms and conditions that are not in conflict with or addressed by, the Terms and Condition for Quotation will be governed by and subject to purchaser’s General Terms and Conditions of Purchase.
- 17.0 APPLICABLE LAW – The agreement created by seller’s quotation, purchaser’s purchase order, and seller’s order acknowledgement shall be governed by and construed in accordance with the laws of the State of Minnesota. Purchaser hereby consents to the exclusive jurisdiction and venue of the courts of the state of Minnesota for the resolution of any disputes or controversies arising hereunder.
- 18.0 INSURANCE - Seller will at its own expense, provide and maintain in full force and affect the following kinds and minimum amounts of insurance:
- a. Workers’ Compensation – Workers’ compensation statutory coverage as required by the laws of the jurisdiction where the testing and other services are performed.
 - b. General Commercial Liability – Commercial general liability insurance, including personal injury blanket contractual liability and broad form property damage, with a \$1,000,000. combined single limit per occurrence.