

TERMS & CONDITIONS

Where a purchaser (Client) places an order for laboratory, consulting or sampling services from Air Water & Soil Laboratories, Inc., a Virginia corporation (referred to as "Air Water & Soil"), Air Water & Soil shall provide the ordered services pursuant to these Terms and Conditions, and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, the Order constitutes an acceptance by the Client of Air Water & Soil's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by Air Water & Soil in writing.

1. ORDERS AND RECEIPT OF SAMPLES

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to Air Water & Soil in writing or by telephone subsequently confirmed in writing, or by negotiated contract (i.e. Chain of Custody). Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient information to enable Air Water & Soil to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery. If the sample time is not provided, then laboratory must use the most conservative time (midnight of the date provided).

1.2 The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, Air Water & Soil will use its best efforts to meet mutually agreed turnaround times. All turnaround times are based on business days and will be calculated from the point in time when Air Water & Soil has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). In the event of any changes in the sample delivery schedule by the Client, prior to Sample Delivery Acceptance, Air Water & Soil reserves the right to modify its turnaround time commitment, to change the date upon which Air Water & Soil will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.2.1 Turn around times are defined as follows: Any sample group requiring a turnaround time of less than five(5) business days will be considered a "Rush Turn Around Time". Rush Turnaround samples received after 3:00pm will be considered as received on the next business day.

1.2.2 Air Water & Soil defines "standard turnaround" as Five (5) business days with exception made for Full TCLP analyses.

1.3 Air Water & Soil reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Air Water & Soil: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance and whether or not such presence has been disclosed to Air Water & Soil by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.4 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where Air Water & Soil provides courier services. In no event will Air Water & Soil have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Air Water & Soil's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to Air Water & Soil's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

2. PAYMENT TERMS

2.1 Services performed by Air Water & Soil will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law. An Environmental Management Fee of 5% of the invoice value will also be applied, at Air Water & Soil's discretion.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all Clients except those whose credit has been established with Air Water & Soil. For Clients with approved credit, payment terms are net 30 days from the date of invoice by Air Water & Soil. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, that acknowledges and accepts payment responsibility.

2.3 Air Water & Soil may suspend work and withhold delivery of data under this order at any time in the event Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees. Air Water & Soil reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by Air Water & Soil after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Air Water & Soil will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented. Email communications are acceptable, telephone conversations however must be followed up with written documentation.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after sample delivery acceptance. Such a change will be documented in writing and may result in a change in cost and turnaround time commitment. Air Water & Soil's acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client. Air Water & Soil will be compensated consistent with Section 2 of these Terms and Conditions. Air Water & Soil will complete all work in progress and be paid in full for all work completed.

4. WARRANTIES AND LIABILITY

4.1 Where applicable, Air Water & Soil will use analytical methodologies which are in substantial conformity with published test methods. Air Water & Soil has implemented these methods in its Laboratory Quality Manual and referenced Standard Operating Procedures and where the nature or composition of the sample requires it, Air Water & Soil reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgment of Air Water & Soil, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Air Water & Soil's Laboratory Quality Manuals. Client may request that Air Water & Soil perform according to a mutually agreed Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, Air Water & Soil will proceed with analyses under its standard Quality Manuals then in effect, and Air Water & Soil will not be responsible for any re-sampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

4.2 Air Water & Soil shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, Air Water & Soil will use its best efforts to meet holding times and will proceed with the work provided that, in Air Water & Soil's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Air Water & Soil's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

4.3 Air Water & Soil warrants that it possesses and maintains all licenses and certifications which are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to Air Water & Soil prior to Sample Delivery Acceptance.

4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by Air Water & Soil in connection with any services performed by Air Water & Soil or any Results generated from such services, and Air Water & Soil gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Air Water & Soil is authorized to give or make any other representation or warranty or modify this warranty in any way.

4.5 Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by Air Water & Soil, will be limited to repeating any services performed, contingent on the Client's providing, at the request of Air Water & Soil and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense. If re-sampling is necessary, Air Water & Soil's liability for re-sampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 Air Water & Soil's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Air Water & Soil's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Air Water & Soil 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.

4.7 In no event shall Air Water & Soil have any responsibility or liability to the Client for any failure or delay in performance by Air Water & Soil which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Air Water & Soil. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond Air Water & Soil's reasonable control.

5. RESULTS, WORK PRODUCT

5.1 Data or information provided to Air Water & Soil or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by Air Water & Soil of payment for the whole Order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by Air Water & Soil for performance of work will be retained by Air Water & Soil, and Client shall not disclose such information to any third party.

5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Air Water & Soil shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay Air Water & Soil for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

5.3 Should the Results delivered by Air Water & Soil be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold Air Water & Soil's right to independently defend its data.

5.4 Air Water & Soil reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Air Water & Soil's sole judgment, it is reasonably necessary, appropriate or advisable to do so. Air Water & Soil will in no way be liable for any subcontracted services except for work performed at laboratories which have been audited and approved by Air Water & Soil.

5.5 Air Water & Soil shall dispose of the Client's samples 30 days after receipt of samples; 15 days after receipt of samples for BOD, CBOD and TSS analyses, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at his own expense. Air Water & Soil reserves the right to return to the Client any sample or unused portion of a sample that is not within Air Water & Soil's permitted capability or the capabilities of Air Water & Soil's designated waste disposal vendor(s). 5.6 Unless a different time period is agreed to in any order under these Terms and Conditions, Air Water & Soil agrees to retain all records for five (5) years.

5.7 In the event that Air Water & Soil is required to respond to legal process related to services for Client, Client agrees to reimburse Air Water & Soil for hourly charges for personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation.

6. INSURANCE

6.1 Air Water & Soil shall maintain in force during the performance of services under these Terms and Conditions, Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Air Water & Soil's employees who are engaged in the performance of the work. Air Water & Soil shall also maintain during such period, Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired, (\$1,000,000 combined single limit), and Professional/Pollution Liability Insurance (limit of \$1,000,000 per occurrence/aggregate).

7. AUDIT

7.1 Upon prior notice to Air Water & Soil, the Client may audit and inspect Air Water & Soil's records and accounts covering reimbursable costs related to work done for the Client, for a period of two (2) years after completion of the work. The purpose of any such audit shall be only for verification of such costs, and Air Water & Soil shall not be required to provide access to cost records where prices are expressed as fixed fees or published unit prices.

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Air Water & Soil, 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 shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and Air Water & Soil. 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 Air Water & Soil's services are performed.

8.2 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 to 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.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, the extent of sole negligence or willful misconduct.