



## TERMS and CONDITIONS

When a Client places an Order for any work to be done by EVERGLADES LABORATORIES, INC., the Order constitutes an acceptance by the Client of EVERGLADES LABORATORIES, INC.'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 EVERGLADES LABORATORIES, INC. in writing A written agreement signed by both EVERGLADES LABORATORIES, INC. and Client may supersede some or all of these Terms and Conditions.

### 1. Orders, Samples, Services

The Client may place an Order by specifying a Scope of Work in writing, by email, or by telephone subsequently confirmed in writing. The Order shall not be valid unless it contains sufficient specification to enable EVERGLADES LABORATORIES, INC. in its sole discretion. to carry out the Client's requirements. Samples must be accompanied by a) adequate instruction on type of analysis. b) complete written disclosure of the known or suspected presence of any hazardous substances as defined by applicable federal or state law. If any samples not accompanied by adequate disclosure cause interruption in EVERGLADES LABORATORIES, INC.'s ability to process work due to contamination the Client will be responsible for all costs associated with the contamination, including, but not limited to. clean-up and restoration of equipment and premises, and costs associated with EVERGLADES LABORATORIES, INC.'s business interruption All turnaround times must be mutually agreed upon and will be calculated from Sample Delivery Acceptance, which is the point in time when EVERGLADES LABORATORIES, INC. has determined that it can proceed with the 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 alone does not constitute acceptance by EVERGLADES LABORATORIES, INC. Prior to Sample Delivery Acceptance at EVERGLADES LABORATORIES, INC., the entire risk of loss of or damage to samples remains with the Client in no event will EVERGLADES LABORATORIES, INC. have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from EVERGLADES LABORATORIES, INC.'s premises. Client is responsible to ensure that sample shipments comply with all applicable material shipping and labeling laws and regulations. EVERGLADES LABORATORIES, INC. reserves the right to refuse or revoke Sample Delivery Acceptance for any sample which in EVERGLADES LABORATORIES, INC.'s sole discretion: a) may pose a risk in handling, transport or processing, b) is of unsuitable volume, or c) holding times cannot be met. Unless otherwise specified by the Client and agreed to in writing by EVERGLADES LABORATORIES, INC., sample materials will be held for 30 days following date of the invoice for the work. After thirty days. any remaining materials will, in EVERGLADES LABORATORIES, INC.'s sole discretion, be returned to the Client at the Client's expense or disposed of by EVERGLADES LABORATORIES, INC. Sample containers are provided by EVERGLADES LABORATORIES, INC. upon request. EVERGLADES LABORATORIES, INC. reserves the right to charge a fee for sample containers and it is EVERGLADES LABORATORIES, INC.'s standard to provide such supplies using ground delivery. Delivery shipment terms other than EVERGLADES LABORATORIES, INC.'s standard may be subject to additional fees. Client agrees to NOT use EVERGLADES LABORATORIES, INC. sample containers for work submitted to any lab other than EVERGLADES LABORATORIES, INC. Unused supplies and sample containers not returned to EVERGLADES LABORATORIES, INC. shall be subject to fees to recover the cost of containers, outbound/return shipping, and sample disposal.

### 2. Payment Terms

Services performed by EVERGLADES LABORATORIES, INC. will be in accordance with prices quoted and later confirmed in writing or as stated in its most recent Price List. Prices are subject to change periodically without notice. The prices quoted on stated Price List do not include any sales, use or other taxes unless specifically stated. All payment shall be made in currency of the United States of America. Checks drawn on foreign banking institutions are not accepted. Payment in advance is required for all Clients except those whose credit has been established with EVERGLADES LABORATORIES, INC. For those Clients with approved credit, payment terms are net 30 days from the date of invoicing by EVERGLADES LABORATORIES, INC. All late 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 less) per month or portion thereof from the due date until the date of payment. All fees are the responsibility of the Client. EVERGLADES LABORATORIES, INC. will not bill a third party without a statement signed by the third party that acknowledges and accepts payment responsibility. Client remains

responsible for payment of services billed to a third party. EVERGLADES LABORATORIES, INC. may suspend work and withhold delivery of data at any time in the event: a) Client fails to make timely payment of any of its invoices, or b) EVERGLADES LABORATORIES, INC. receives an unfavorable credit report on Client. Client shall be responsible for all costs and expenses of collection, including reasonable attorneys' fees. Client is responsible for work done prior to suspension of work.

### 3. Change Orders, Termination

Changes to the Scope of Work, price or result delivery date may be initiated by EVERGLADES LABORATORIES, INC. after Sample Delivery Acceptance due to any condition which conflicts with analytical or other protocols warranted in these Terms and Conditions. Changes to the Scope of Work may be initiated by the Client after Sample Delivery Acceptance. Such a change must be documented in writing and may result in a change in cost and turnaround time commitment. EVERGLADES LABORATORIES, INC. may in its sole discretion refuse to accept such changes, and EVERGLADES LABORATORIES, INC.'s acceptance of such changes is contingent upon technical feasibility and operational capacity. Suspension or termination of all or any part of the work *may* be initiated by the Client. EVERGLADES LABORATORIES, INC. will complete all work in progress and Client is responsible for payment in full pursuant to these Terms and Conditions for all work completed.

### 4. Warranties, Liabilities, and Indemnifications

Where applicable, EVERGLADES LABORATORIES, INC. will use analytical methodologies which are in substantial conformity with published test methods. EVERGLADES LABORATORIES, INC. has implemented these methods in its Laboratory Quality Manual and referenced Standard Operating Procedures. Where, EVERGLADES LABORATORIES, INC.'s sole discretion, the nature, or composition of the samples requires it, EVERGLADES LABORATORIES, INC. reserves the right to deviate from these methodologies to the extent necessary or appropriate. Everglades Laboratories, Inc. may sub-contract samples to another accredited laboratory. Subcontracted methods will be indicated and the subcontracted laboratory ID will be reported. Client may request that EVERGLADES LABORATORIES, INC. perform according to a mutually agreed written Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, EVERGLADES LABORATORIES, INC. will proceed with analysis under its standard Quality Manuals then in effect, and EVERGLADES LABORATORIES, INC. will not be responsible for any re-sampling or other charges if work must be repeated to comply with a subsequently finalized QAPP. EVERGLADES LABORATORIES, INC. shall start preparation and/or. analysis within method-specified holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or within Y, 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, EVERGLADES LABORATORIES, INC. will use its best efforts to meet holding times and will proceed with the work provided that, in EVERGLADES LABORATORIES, INC.'s judgment, the chain of custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with EVERGLADES LABORATORIES, INC.'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. These warranty obligations are the sole and exclusive warranties given by EVERGLADES LABORATORIES, INC. in connection with any services performed by EVERGLADES LABORATORIES, INC. or any Results generated from such services, EVERGLADES LABORATORIES, INC. gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of EVERGLADES LABORATORIES, INC. is authorized to give or make any other representation or warranty or modify this warranty in any way. Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by EVERGLADES LABORATORIES, INC. will be limited to repeating any services performed, contingent on the Client's providing at the request of EVERGLADES LABORATORIES, INC. 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. EVERGLADES LABORATORIES, INC.'s liability for any and all causes of action arising out of or related to this agreement or in connection with provision of services, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the service performed or \$1,000. Under no circumstance whether arising in contract, tort (including negligence), or otherwise, shall EVERGLADES LABORATORIES, INC. 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. Client agrees that these limitations appropriately

reflected the business risk and are not unconscionable; in no event shall EVERGLADES LABORATORIES, INC. have any responsibility or liability to the Client for any failure or delay in performance by EVERGLADES LABORATORIES, INC. which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of EVERGLADES LABORATORIES, INC.. 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 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 EVERGLADES LABORATORIES, INC.'s reasonable control. The Client hereby agrees to indemnify and defend EVERGLADES LABORATORIES, INC. from any and all claims by any third party arising out of or related to that party's reliance upon the Results provided by EVERGLADES LABORATORIES, INC., irrespective of EVERGLADES LABORATORIES, INC.'s negligence or its failure to comply with its warranties or other obligations hereunder. Notwithstanding the Client's duty to indemnify and defend EVERGLADES LABORATORIES, INC. the Client *may* not unreasonably withhold EVERGLADES LABORATORIES, INC.'s right to defend its data.

### 5. Results, Work Product

Additional charges may be necessary for customized reports that differ significantly from EVERGLADES LABORATORIES, INC.'s standard format. Additional charges will apply for special QA/QC reports and data packages EVERGLADES LABORATORIES, INC.'s standard format for reporting results or data is electronic. EVERGLADES LABORATORIES, INC. reserves the right to charge a fee for report delivery other than electronic. EVERGLADES LABORATORIES, INC. prohibits the use of its name in connection with *any* unauthorized use of its reports without its prior written consent If results delivered by EVERGLADES LABORATORIES, INC. do not meet the warranties described in these Terms and Conditions but nevertheless are used by Client and its Clients, then EVERGLADES LABORATORIES, INC. still will be paid the contract price for its work. If EVERGLADES LABORATORIES, INC.'s work is challenged, it shall be given the right to independently defend its data directly with the challenger and if this right is not given to EVERGLADES LABORATORIES, INC., then Client will pay EVERGLADES LABORATORIES, INC. in full for the challenged work Data or information provided by EVERGLADES LABORATORIES, INC. or generated by services performed under this agreement shall become the property of Client only upon receipt in full by EVERGLADES LABORATORIES, INC. of payment for the entire Order. Ownership of any analytical method. QA/QC protocols, software programs or equipment developed by EVERGLADES LABORATORIES, INC. for performance of work will be retained by EVERGLADES LABORATORIES, INC., and Client shall not disclose such information to any third party. In the event that EVERGLADES LABORATORIES, INC. is required to respond to legal process related to services for Client. Client agrees to reimburse EVERGLADES LABORATORIES, INC. for hourly charges for personnel involved in the response and attorneys' fees reasonably incurred associated with the litigation and EVERGLADES LABORATORIES, INC.'s response.

### 6. Miscellaneous Provisions

These Terms and Conditions. together with any additions or revisions which may be agreed to in writing and signed by EVERGLADES LABORATORIES, INC., represent the entire agreement between the parties and provide the only remedies available. These Terms and Conditions shall supersede any previous communication, representations or agreements, either verbal or written, between the Client and EVERGLADES LABORATORIES, INC. The invalidity or unenforceability, in whole or in any part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of these terms and conditions or their interpretations. No waiver by EVERGLADES LABORATORIES, INC. of any provision, term or condition hereof or any obligation of the Client shall constitute a waiver of any subsequent breach or other obligation. These Terms and Conditions and any transactions or agreements to which they apply as well as any dispute between EVERGLADES LABORATORIES, INC. and the Client, whatever its basis, shall be governed by the laws of the State of Florida. The Client waives any defense of personal jurisdiction or forum non conveniens (inconvenient forum) and agrees to submit to personal jurisdiction of the courts of the State of Florida. The Client agrees that the sole and exclusive venue for any action filed in connection with any dispute arising between Client and EVERGLADES LABORATORIES, INC. shall be in a court of competent jurisdiction in Palm Beach County Florida. THE CLIENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.