

Berkeley Analytical Services Agreement:

This Services Agreement (“Agreement”) by and between Berkeley Analytical Associates, LLC, (“Berkeley Analytical”) located at 815 Harbour Way South, Suite 6, Richmond California 94804 and

_____ located at _____ (“Customer”) is effective as of _____, 20_____(the “Effective Date”).

The parties agree as follows:

Engagement: Customer engages Berkeley Analytical to perform laboratory testing services (“Services”), and Berkeley Analytical accepts such engagement on terms and conditions set forth in this Agreement.

Responsibilities of Berkeley Analytical: Berkeley Analytical represents that the Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing services under similar circumstances. Berkeley Analytical shall perform the Services in accordance with industry accepted standards, methods and operating procedures, and Berkeley Analytical’s quality standards in effect at the time Services are rendered. Berkeley Analytical reserves the right to deviate from standards, methods and procedures where this, in Berkeley Analytical’s sole discretion, is necessary or advisable based on current scientific literature and/or industry practice.

Berkeley Analytical shall furnish all supervision, labor, facilities, equipment, materials, supplies and certifications necessary or desirable to perform its work. If Customer directs a manner of making tests/analyses or reports/documents that varies from standard or recommended procedures, Customer shall hold Berkeley Analytical harmless from all claims, damages, and expenses arising out of such direction.

Berkeley Analytical reserves the right to subcontract some or all of its Services to other qualified laboratories with accredited quality management systems covering the scope of the services to be performed. Berkeley Analytical shall disclose to Customer its intent to use another

laboratory prior to performance of subcontracted work.

DISCLAIMER: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SERVICES PROVIDED BY BERKELEY ANALYTICAL UNDER THIS AGREEMENT ARE RENDERED “AS IS”, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, EFFECTIVENESS OR FITNESS FOR A PARTICULAR PURPOSE. BERKELEY ANALYTICAL CANNOT, AND DOES NOT HEREBY, UNDERTAKE TO SUPPLANT OR DISCHARGE CUSTOMER WITH REGARD TO THE QUALITIES OF THE CUSTOMER’S PRODUCTS AND/OR THE SUBSTANCES, ELEMENTS, OR COMPOUNDS OF ANY PRODUCT OF WHICH THEY FORM A PART OR A COMPONENT. MANUFACTURERS OF THE PRODUCTS ARE SOLELY AND FULLY RESPONSIBLE FOR THEIR RESPECTIVE PRODUCTS’ COMPLIANCE WITH ALL APPLICABLE STANDARDS, SPECIFICATIONS, REQUIREMENTS, LAWS OR REGULATIONS. BERKELEY ANALYTICAL MAKES NO REPRESENTATIONS, WARRANTIES, OR CERTIFICATIONS REGARDING THE USABILITY, PUBLIC HEALTH, MEDICAL OR TOXICOLOGICAL EFFECTS, OR ENVIRONMENTAL IMPACT OF ANY PRODUCT, SUBSTANCE, ELEMENT, OR COMPOUND.

The identification of products, substances, elements or compounds of any product of which they form a part or component in any certification or document delivered to Customer by Berkeley Analytical hereunder, does not in any way suggest, imply or serve as an endorsement by Berkeley

Analytical of those products, substances, elements or compounds.

Website: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BERKELEY ANALYTICAL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE OPERATION AND CONTENT OF BERKELEY ANALYTICAL'S WEBSITE WWW.BERKELEYANALYTICAL.COM (BOTH PUBLIC AND CUSTOMER ACCESS AREAS), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BERKELEY ANALYTICAL WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF BERKELEY ANALYTICAL'S WEBSITE BY CUSTOMER AND OTHER PARTIES.

Limitation of Liability: In no event shall either party be liable for any special, incidental, indirect, consequential or similar damages including, but not limited to business interruption, loss of use, loss of profits, lost savings, loss of data or other damages arising out of the Services. Each party's aggregate liability arising out of this Agreement or otherwise in connection with the Services, shall in no event exceed the fees paid by Customer prior to the first event or occurrence giving rise to such liability. Each party acknowledges and agrees that the essential purpose of this Section is to allocate the risks under this Agreement between the parties and limit potential liability given the fees, which would be substantially higher if Berkeley Analytical were to assume any further liability other than as set forth herein. Berkeley Analytical has relied on these limitations in determining whether to provide Customer the Services provided for in this Agreement.

Indemnification: Each party agrees to indemnify, defend and hold harmless the other party, its principals, members, managers, officers, employees, contractors, representatives, agents, successors and assigns (collectively, "Agents") from and against any and all claims, complaints, causes of action, charges, allegations, losses, damages, actions, suits, proceedings, demands, expenses, judgments, penalties, obligations, and liabilities, including, without limitation, all reasonable out of pocket litigation costs and

reasonable attorneys' fees, all damages (including consequential damages) and all reasonable costs and expenses incurred by the indemnified party and/or its Agents (as applicable), directly or indirectly, arising out of, resulting from, or in any way connected with or related to a breach by the indemnifying party of the terms and conditions contained in this Agreement.

Analysis Requests: Before performing any work, Berkeley Analytical shall examine and review Customer's test/analysis request, which shall outline the scope and timing of work to be performed. If such request is incomplete or unclear, Berkeley Analytical shall consult Customer before proceeding with the work. Customer shall provide such additional information requested by Berkeley Analytical as may be necessary for the satisfactory performance of the work covered by each request.

Sample Custody: Samples accepted by Berkeley Analytical shall remain the property of Customer while in the custody of Berkeley Analytical and shall be retained by Berkeley Analytical for a period of thirty (30) days following the date of submission of its report to Customer. Berkeley Analytical shall extend the retention period if Customer requests and agrees to pay for additional storage. Following the retention period, Berkeley Analytical shall dispose of samples unless otherwise directed by Customer. Usable samples, such as furniture, may at Berkeley Analytical's discretion become the property of Berkeley Analytical and either will be donated to a charity of Berkeley Analytical's choosing, used at its discretion, or destroyed. If Customer directs that samples be returned or otherwise disposed of by specified means, Customer shall be responsible for paying packaging, transportation and reasonable labor costs. Berkeley Analytical shall provide a cost estimate for such disposal upon request. Additionally, Berkeley Analytical reserves the right to charge Customer for all reasonable costs associated with the disposal of samples it considers difficult or hazardous to handle, or at the option of Berkeley Analytical, to return difficult to handle or hazardous samples to Customer at Customer's expense in lieu of disposal.

Safety: Customer shall provide Berkeley Analytical with all information required to enable Berkeley Analytical to perform the Services in a safe manner. All hazardous characteristics shall be clearly identified by submitting associated hazard documentation. All shipments to Berkeley Analytical shall comply with federal and state regulation including U.S. DOT. Berkeley Analytical may refuse acceptance or revoke acceptance of samples if it determines they present a risk to health, safety or the environment or that Berkeley Analytical is not authorized to accept them. Customer shall promptly remove from Berkeley Analytical's facilities at their expense any and all samples for which Berkeley Analytical revokes its acceptance.

Reports, Certificates and Records: Unless otherwise agreed by Berkeley Analytical in writing, Customer shall use laboratory reports and certificates prepared by Berkeley Analytical for Customer only for the purposes disclosed to Berkeley Analytical at the time of contracting. Such Reports and certificates shall not be copied except in their entirety unless authorized by Berkeley Analytical. Berkeley Analytical shall maintain records and supporting documents for work for a period of seven (7) years after completion of said work. Berkeley Analytical shall be the owner of all such records and supporting documents; provided, however, document copies may be supplied to Customer upon request. Costs, including labor costs, associated with supplying copies of records to Customer shall be paid by Customer.

Unless otherwise agreed by Berkeley Analytical in writing, any and all analytical methods and procedures, QA/QC protocols, and equipment developed by Berkeley Analytical for the performance of any work or service shall be retained by Berkeley Analytical and shall be Berkeley Analytical's exclusive property.

User Names, Passwords and Online Security: Berkeley Analytical may offer the Customer online access to Customer's reports, certificates and other Customer records. Online access requires a unique user name and a unique user password that are assigned by Berkeley Analytical. Customer shall be entirely responsible for

maintaining the confidentiality of their assigned user name and password and for restricting unauthorized access to computers containing these codes. Berkeley Analytical shall not be liable for any loss that may occur as the result of someone else using Customer's codes, either with or without Customer's knowledge. Customer may request a change in user name and password or the termination of online access privileges at any time during normal business hours. Berkeley Analytical takes reasonable, industry standard precautions to protect the security of Customer reports and records posted online and the physical and electronic security of user names and passwords. However, Berkeley Analytical does not warrant that its website is free of viruses and other harmful components or that the security of the website will not be breached by malicious attacks. Berkeley Analytical reserves the right to refuse online access, terminate accounts, remove or edit content, or cancel online transactions at its sole discretion.

Confidentiality and Non-disclosure: Berkeley Analytical shall maintain as confidential and shall not disclose to others any data, documents, reports, or other information related to the Services provided to Berkeley Analytical by Customer or any documents or information obtained or generated by Berkeley Analytical in the course of its performance of the Services (collectively, "Confidential Information"). Berkeley Analytical will not provide any Confidential Information to any party other than Customer, unless Customer, in writing specifically authorizes Berkeley Analytical to provide any Confidential Information to a third party. Confidential Information will not include information which at the time of disclosure is in the public domain, or after disclosure becomes, through no act or fault of Berkeley Analytical or its employees, part of the public domain; was in Berkeley Analytical's possession prior to the receipt of same from Customer; or is furnished to Berkeley Analytical by others as a matter of right without restriction on disclosure. The obligations under this Section do not apply to disclosures compelled by law, an order of a court of competent jurisdiction or a subpoena, provided, Berkeley Analytical notifies

Customer of the circumstances under which such disclosure is sought.

Required Disclosure: Berkeley Analytical may be required to disclose a Customer's Confidential Information pursuant to an applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"). Before making any such disclosure, Berkeley Analytical shall make commercially reasonable efforts to provide Customer with (i) a prompt written notice of such requirement so that the Customer may seek, at its sole cost and expense, a protective order or other remedy; and (ii) reasonable assistance, at Customer's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance, Berkeley Analytical remains subject to a Legal Order to disclose any Confidential Information, Berkeley Analytical shall be authorized to disclose such Confidential Information as the Legal Order specifically requires.

Payment Terms: Customer shall pay in full the net amount of each invoice submitted by Berkeley Analytical within the payment due date extended to the customer. Amounts not paid when due shall bear interest at the rate of 1.5% per month, or the maximum rate permitted by law, whichever is less, from the date due until the date of payment.

Termination or Suspension of Work: Customer shall have the right to cancel orders placed with Berkeley Analytical or suspend work on orders, but shall be obligated to pay for all work completed and expenses incurred during the period of time prior to cancellation or suspension. A proposal by Customer to change an analysis request shall be regarded at Berkeley Analytical's discretion as an order to suspend work until agreement is reached on the effect of such change on the compensation payable to Berkeley Analytical and other relevant issues raised by the change.

Right to Stop Work: In the event Customer fails to pay for services rendered within thirty (30) days of the agreed payment due date, then, in addition to any other rights or remedies provided by law, Berkeley Analytical shall have the right to suspend

any further work for Customer and to retain any and all of its work product not yet delivered to Customer.

Delay of Work: Berkeley Analytical shall not be responsible for any nonperformance or delay in work caused by Customer or Customer's employees, agents, and contractors.

Attorneys' Fees: In the event any party institutes any litigation or other legal proceeding concerning the enforcement or interpretation of the provisions of this Agreement, the prevailing party in such proceeding shall be entitled to receive reasonable attorney fees, arbitrator costs, and other costs incurred in such proceedings.

Amendment: This Agreement and any term of this Agreement may be amended or waived only by a written instrument signed by the party against whom enforcement of such amendment or waiver is sought.

Response to Legal Process: In the event that Berkeley Analytical is required to respond to legal process related to the Services, Customer agrees to promptly compensate Berkeley Analytical for any and all expenses incurred by Berkeley Analytical related thereto. Such expenses include any and all expenses incurred in responding to subpoenas and appearing as a witness. Compensable services shall include reasonably hourly charges for all Berkeley Analytical personnel involved in the response and attorneys' fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

Employment Practices: It is the policy of Berkeley Analytical not to discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability or for any reason prohibited by law.

Insurance: Berkeley Analytical shall maintain, with financially sound and reputable insurers, insurance against such liabilities, losses, or damages as may customarily be carried or maintained by entities engaged in similar business as Berkeley Analytical.

Force Majeure: Neither Berkeley Analytical nor Customer shall have any liability for

nonperformance caused in whole or in part by causes beyond their reasonable control. Such causes include, but are not limited to, unusual weather, fires, floods, earthquakes, civil unrest and war, acts of authorities, and delays or damage during shipments. In the event of any of these circumstances, Berkeley Analytical's time for completion of this agreement shall be extended accordingly. Any such delays shall in no event excuse Customer from paying amounts owed for Services performed prior to the occurrence of the delay.

Severability: In the event that any provision of this agreement shall be held to be invalid or unenforceable, the other provisions of this agreement shall be binding on the parties hereto.

Relationship of the Parties: Berkeley Analytical shall perform work for Customer as an independent contractor and is not an employee of Customer.

Entire Agreement and Governing Law: This Agreement constitutes the entire agreement between the parties as to the matters addressed herein, notwithstanding any prior course of dealing or trade custom. This Agreement shall be governed by laws of the State of California and the parties agree to submit to the exclusive jurisdiction of the State of California to determine any issues of enforcement and interpretation of this Agreement.

Authorized Signature and Acceptance:

Executed by the parties on the date and at the place(s) set forth on Page 1

Berkeley Analytical Associates, LLC

Signed:  _____

Printed Name: Raja S. Tannous

For Berkeley Analytical Associates, LLC

Berkeley Analytical Associates, LLC
815 Harbour Way South, Suite 6
Richmond, CA 94804, USA

info@berkeleyanalytical.com

(+1) 510-236-2325

Customer

Signed: _____

Printed Name/Title: _____

For (Company name/address):