

## **STANDARD TERMS OF SALE FOR SCIENTIFIC OR TECHNICAL SERVICES**

1. **Applicable Terms.** These terms govern the purchase and sale of scientific or technical services (collectively "Services") referred to in Seller's proposal, quotation, or written communication (the "Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller expressly rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** (a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Services shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees; (b) **Credit Approval** – All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed, or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further Services; require immediate cash payments for past and future Services; or require other security satisfactory to Seller before further Services are executed.
3. **Schedule.** The Services shall be completed in material compliance with the schedule in the Seller's Documentation or as otherwise mutually agreed in writing
4. **Ownership of Materials.** Except for the written report to be delivered to Buyer in accordance with the Seller's Documentation (the "Report"), all devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, know-how, developments and other information prepared or disclosed by Seller or arising or derivable from the conduct of the Services and/or reflected in the Report, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable, limited license to use any written material solely for the equipment referenced in such material to be purchased from Seller. Buyer shall not disclose any such material to third parties without Seller's prior written consent.
5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the change and any resulting price, schedule, or other contractual modifications. This includes any changes necessitated by a change in applicable law occurring after the effective date of any contract including these terms. Any change to any law, rule, regulation, order, code, standard, or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Warranty.** Seller warrants to Buyer that the Services shall be completed as set forth in the Seller's Documentation and in a good and workmanlike manner. If Buyer gives Seller prompt written notice of breach of this warranty within 90 days from delivery of the Report (the "Warranty Period"), Seller shall, at its sole option and as Buyer's sole remedy, redo the subject work such that it complies with this warranty. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any rework completed by Seller. Seller's warranty is conditioned on Buyer not being in default of any payment obligation to Seller. THE WARRANTIES SET FORTH IN THIS SECTION ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW AND ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE
7. **Indemnity.** Buyer shall indemnify, defend and hold Seller harmless from any claim, cause of action, or liability incurred by Seller as a result of (i) third-party claims for damages, including but not limited to claims against Seller's PE License; (ii) claims resulting from or arising out of faulty design; or (iii) claims resulting from or arising out of Buyer's reliance on Seller's work.
8. **Force Majeure.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "**Force Majeure Event**" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by

Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.

9. **Cancellation.** If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall immediately pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

10. **Environmental Health and Safety.** Buyer shall not ship or cause to be shipped any samples to Seller's facility without prior written authorization. Any such authorization will be contingent on Seller's review of each sample's composition and the provision of any available Safety Data Sheet ("SDS") for each chemical or contaminant present in the sample. Buyer shall have an affirmative obligation to disclose any known hazards associated with the sample prior to Seller's review and authorization, or immediately upon becoming aware of such hazard. Despite any authorization granted by Seller, Seller shall in no event assume ownership or responsibility for any samples provided by Buyer or for any waste generated from Seller's work. Buyer shall remain responsible for any unused samples or generated wastes unless Seller has agreed otherwise in writing.

11. **Confidentiality.** Each party acknowledges and agrees that it may have access to, or become acquainted with, Confidential Information of the other party. "Confidential Information" shall include any and all information in any form that is or has been disclosed by or on behalf of a party hereto (Discloser) to the other party hereto (Recipient) including, but not limited to, information that relates to Discloser's trade secrets, business strategies, products, products in development, object and source codes, promotional material, developments, proprietary rights or business affairs except that Confidential Information shall not include information that Recipient can demonstrate was already in its possession and not known by it to be subject to an obligation of secrecy; is or becomes available to the public domain other than as a result of an unauthorized disclosure by Recipient; is not acquired, directly or indirectly, from Discloser in breach of an obligation of secrecy to Discloser; or is developed by or for Recipient independent of the Confidential Information disclosed to it hereunder. Both parties shall be bound by any Non-Disclosure Agreement ("NDA") that may be in place between the Parties at the time of execution. Any such NDA shall be incorporated into these terms by reference as if they were set forth fully herein. In the event, the parties have not executed an NDA, then Recipient acknowledges and agrees that the Confidential Information of Discloser may constitute valuable trade secrets of Discloser. Recipient shall keep all Confidential Information in strict confidence and shall not, at any time, without Discloser's prior written consent, disclose, publish, disseminate, or otherwise make available any Confidential Information to any third parties. Recipient shall use at least the same care and discretion in maintaining the confidentiality of the Confidential Information as it uses with its most sensitive confidential information.

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE SERVICES SHALL NOT EXCEED THE PURCHASE PRICE FOR THE SERVICES. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

13. **Miscellaneous.** These terms, together with Seller's Documentation, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") with respect to the Services and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the International Sales of Goods to the relationship between the parties and to all transactions arising from said relationship.

**Only in the event that Buyer engages in any "hands-on" activities at any Seller site or facility, including but not limited to (i) handling or mixing solutions or (ii) utilizing any of Seller's equipment or facilities, the following additional terms apply:**

14. **Insurance.** The following minimum insurance coverage and limits must be maintained by Buyer: Commercial General Liability with a limit of \$2,000,000 per occurrence and annual aggregate, including contractual liability and products liability; Statutory Workers' Compensation and Employer's Liability with a limit of \$1,000,000 per each accident and disease for all employees or representatives of the Buyer. Further, Buyer agrees to indemnify, defend, and hold Seller harmless for any "third party action-over" claims and claims related to damages to or loss of Seller's tangible property arising out of Buyer's acts or omissions. Seller shall be named as additional insured on Buyer's Commercial General Liability policy with respect to any liability or claims that arise out of the acts or omissions of Buyer, including, but not limited to, the acts or omissions of the Buyer's employees, agents,

affiliates, or representatives. The Commercial General Liability policy shall delete cross liability exclusions for additional insureds and provide a waiver of subrogation in favor of Seller. Buyer shall provide evidence of these minimum insurance coverage and limits required in this provision prior to engaging in "hands-on" activities.

15. **Environmental Health and Safety.** Buyer shall provide Seller with an SDS for each chemical they bring on site for Seller's evaluation and subsequent approval. Buyer will use chemicals with good laboratory practices in strict accordance with all SDS instructions and will not create unnecessary exposure to themselves or other persons. Buyer will not create any discharge to Seller's wastewater treatment system prior to Seller's review of the applicable permit levels and subsequent approval. Buyer shall remain responsible for any waste that may be containerized and require offsite disposal and/ or treatment.