

Terms and Conditions

The terms and conditions below apply to the services requested by the Customer and together with the Chain of Custody Record/Analysis Request Form shall become the agreement between SRC and the Customer (the "Agreement").

- 1. Provision of Services:** SRC shall carry out the services promptly, diligently and in a professional manner in accordance with generally accepted analytical laboratory principles and practices. SRC shall comply with all applicable federal, provincial and municipal laws in relation to the services.
- 2. Expedited Service:** Expedited service is available for certain services. A surcharge of 75% will be applicable for services rendered within two to four (2-4) business days of receipt of samples. A surcharge of 100% will be applicable for services rendered within 24 hours, and, when deemed necessary by SRC, an hourly rate, will be applicable for services rendered outside normal business hours. Volume or other discounts do not apply to expedited service.
- 3. Sample Submission:** Samples should be stored and preserved by the Customer in accordance with the guidelines set out in SRC's current price guide. Failure to adhere to SRC's current guidelines for the storage and preservation of samples may mean that SRC is unable to provide the services. Samples must be submitted to SRC via prepaid delivery unless prior arrangements have been made. A completed and executed Chain of Custody Record/Analysis Request Form must accompany all samples. Failure to complete and execute such forms may result in delay in the service.
- 4. Sample Storage, Return and Disposal:** The Customer shall provide SRC with any specific instructions regarding the storage, return or disposal of samples upon submission of samples to SRC for the services. Storage fees or other charges may be applicable. The following rules apply to the storage, return or disposal of samples unless alternate instructions are received by SRC from the Customer:
 - (a) All samples will be stored by SRC for thirty (30) calendar days following provision by SRC to the Customer of the report regarding the results of the services (the "Sample Storage Period"). Following the Sample Storage Period, samples will be disposed of at SRC's discretion.
 - (b) Samples that are classified by SRC as hazardous substances will either be disposed of by SRC or returned to the Customer following the Sample Storage Period and additional fees may apply.
- 5. Payment Terms:** The Customer agrees to pay to SRC the applicable fees for all services the Customer has requested. A minimum fee for service may be applicable. Fees may be subject to change without notice. The Customer will pay all invoices in Canadian funds without any deduction or set off. Payment is due upon receipt of invoice. Interest will be charged at the rate of 1.5% per month (18.00% per annum) on all invoices overdue thirty (30) days or more from the invoice date. All applicable taxes, both federal and provincial, will be automatically added to invoices. SRC may not release test results or work product unless all fees have been paid in full.
- 6. Confidentiality:** All data, reports and other information relating to the services shall be treated by SRC as the confidential property of the Customer. The obligation of confidentiality set out in this section shall not apply to any information that: (i) is required by law to be disclosed; (ii) was in SRC's possession prior to receipt from the Customer; (iii) was lawfully obtained by SRC from a third party under no obligation of confidentiality to the Customer; or (iv) is or becomes part of the public domain through no act or failure of SRC
- 7. Sanctions:** The Customer confirms that neither the Customer nor any of its affiliates, directors, officers, shareholders, employees, agents or representatives is directly or indirectly owned or controlled by an individual or legal entity subject to any sanctions currently imposed by a government authority (the "Sanctions"). Sanctions may include restrictions under any Applicable Trade Control Laws (defined below), including those designated under the Canadian United Nations Act or Special Economic Measures Act, the U.S. List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Entity List, Denied Persons List, Debarred List, the UK Consolidated List and the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Applicable Trade Control Laws means any sanctions, export control, or import laws, or other regulations, orders, directives, designations, licenses, or decisions relating to the trade of goods, technology, software and services which are imposed, administered or enforced from time to time by Canada, the United States, the United Kingdom, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes Canadian and U.S. anti-boycott laws and regulations. If the Customer becomes aware of any Sanctions, the Customer shall immediately inform SRC and SRC shall have the right to terminate this Agreement immediately and transfer to any third party any Customer property in the possession of SRC. The Customer

acknowledges that the imposition of Sanctions may obligate SRC to report confidential and other information to the Royal Canadian Mounted Police and other public and government entities. The Customer further acknowledges that any breach of this section is a material breach of this Agreement.

- 8. Reports:** All reports provided by SRC to the Customer regarding the results of the services are the confidential property of the Customer. SRC shall be entitled to retain a copy of all data and reports relating to the services provided always that the obligations of confidentiality set out in this Agreement shall continue to apply for so long as SRC retains a copy of such data or reports.
- 9. Publicity:** The Customer shall not use SRC's name, logo, or other identifying marks in any news release, public statement, or announcement or in connection with any sale, offer for sale, advertisement or promotion of any article, product, or company, except with the prior written consent of SRC.
- 10. No Warranty:** SRC makes no representations or warranties, express, implied, statutory or otherwise, as to any matter, including, but not limited to, the quality, merchantability or fitness for any purpose of any goods, services or products to be delivered pursuant to this Agreement. Test results are dependent on the quality of samples submitted by the Customer and Customer's compliance with the submission procedure instructed to the Customer by SRC. The Customer accepts the results of the services as is and acknowledges that any use or interpretation of the information contained in any report provided by SRC is at the Customer's own risk.
- 11. Limitation of Liability:** Prior to acceptance of delivery by SRC, SRC shall not be responsible for the Customer's samples. In particular, SRC shall not be responsible for any consequences arising from the Customer's failure to properly collect, handle, store, preserve, transport, mark and/or identify a sample which is submitted to SRC for services. SRC's liability shall be limited to, at SRC's option, repayment of the amount paid by the Customer for the services that are proven to be defective or re-performance of the services claimed by the Customer to be defective. IN NO EVENT SHALL SRC BE LIABLE TO THE CUSTOMER FOR LOST PROFITS, PUNITIVE DAMAGES OR OTHER INDIRECT OR CONSEQUENTIAL DAMAGES.
- 12. Force Majeure:** Either Party shall be excused from performance of any obligations under this Agreement when and to the extent that performance is delayed or prevented by any cause, except lack of finance, beyond its reasonable control.
- 13. Termination:** This Agreement may be terminated by either party by giving two (2) calendar days prior written notice, at which time any services completed to the date of termination will become due and payable together with any other costs incurred by SRC in respect of the services, including, but not limited to, the costs of any materials purchased specifically for the services.
- 14. Governing Laws and Jurisdiction:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada as applicable and the parties shall attorn to the exclusive jurisdiction of the Courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.
- 15. Dispute Resolution:** If any dispute should arise between SRC and the Customer, the parties shall settle such dispute by arbitration in Saskatoon, Saskatchewan in accordance with the *Arbitration Act (Saskatchewan)* or the *International Commercial Arbitration Act (Saskatchewan)* where applicable.
- 16. Environment:** The Customer shall comply with all applicable environmental legislation, including labeling all hazardous samples to comply with Workplace Hazardous Materials Information System and Transportation of Dangerous Goods regulations and shall provide appropriate material safety data sheets that include the nature of the hazard and the contact name and phone number for further information. The Customer shall indemnify for loss and damages, including any fines or cost of complying with an order of any government authority in respect of Customer's breach of the regulations.
- 17. Hazardous Material Surcharge:** SRC may apply an additional surcharge for handling of hazardous samples.