

Micromeritics Analytical Services Standard TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDERS** MAS reserves the right to correct any and all typographical, computational or clerical errors made in the preparation of quotations and specifications or to refuse any orders deemed inappropriate. Any representations, warranties or terms regarding this order made by any person, including dealers and representatives of MAS, which are inconsistent or in conflict with the terms and conditions stated herein shall not be binding upon MAS. Orders submitted by the customer which contain terms or conditions modifying, adding to or inconsistent with the terms and conditions herein contained will not be binding to MAS. The terms and conditions herein contained shall be the sole and exclusive terms and conditions relating to this order.
2. **PRICING** Prices are subject to change without notice. The minimum order accepted by MAS is \$50.00 (U.S.A. funds). The prices quoted are subject to any federal, state, municipal or other taxes if applicable. Priority service (2-4 day turnaround) is available at a 50% surcharge. RUSH service (next sample analyzed) is available at a 200% surcharge. Depending on the current workload, RUSH service may not be available. Customers should gain prior approval on rush samples to ensure turnaround times.
3. **ORDERS AND ORDERING INFORMATION** All orders are subject to acceptance by MAS at its main office in Norcross, Georgia, U.S.A. Orders should be sent to Micromeritics Analytical Services, One Micromeritics Drive, Norcross, Georgia 30093, U.S.A. Orders may be cancelled by the purchaser only upon written notice to MAS and only if the services or items ordered have not already been processed or are currently in process. If an order has been cancelled and samples are to be returned to client, the client shall provide shipping details and payment to cover the costs of returning the samples. This cost will include the shipment cost plus a minimum handling fee of \$25.00.
4. **TERMS OF PAYMENT** **Net amount of invoice is due and payable no later than thirty days after date of invoice and should be made payable to Micromeritics, PO Box 101108, Atlanta, GA 30392.** MAS may require full or partial payment in advance and will notify the customer if special payment terms are needed. In the event that MAS shall be required to employ counsel in order to collect the money due under this order, customer agrees that it shall pay MAS reasonable attorneys' fees, court costs, and/or collection agency fees. **International customer terms are pre-payment, via wire transfer, unless prior arrangements have been made.**
5. **SHIPMENT AND RISK OF LOSS** It is the policy of MAS not to place insurance on the samples received from customers. If the customer has need to insure specific samples, MAS will be notified in writing and provisions will be made to have the samples insured. The cost for insuring the samples will be agreed upon by MAS and the customer and will be based on rates determined by our corporate insurance provider.
6. **REGULATORY PROVISIONS** MAS certifies that it will comply with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. The company will also comply with any other applicable federal, state and local laws. MAS is compliant to cGMP/GLP guidelines, is registered with the US Food and Drug Administration, and is licensed by the US Drug Enforcement Agency. Proper documentation is available upon request.

7. **LIABILITY AND LIMITATION OF DAMAGES** MAS shall never be liable for loss or damage that is the result of inaccurate or incomplete information or material that is not supplied on time by or on behalf of the client. The client shall guarantee the accuracy and completeness of information that is essential for the project. MAS shall not be liable, under any circumstances, for any amount in excess of the cost of the services performed.

The client shall be liable for loss or damage suffered by MAS or its employed or engaged personnel during the execution of the order, except where there is an intentional act or omission or of gross negligence by MAS.

8. **DELIVERY** Results will be sent to customers either by email, hard copy or by fax as specified by the customer on the sample submission form. MAS will retain results on a secure, protected network for a period of 5 years. Quoted turnaround time is approximate and based on the prompt receipt of all necessary information by MAS. MAS shall not be liable for any delay of results due to reasons beyond the control of MAS.
9. **SAMPLES AND SAMPLE RETURNS** Customer samples will be retained for a period of three (3) month after completion of project. Sample results are maintained for a period of 5 years after completion of project. Longer storage of samples and sample results is available and is subject to additional fees as agreed upon by MAS and the customer.

It is the customers' responsibility to ensure the sample received is representative of the entire sample. If special care is required or requested, MAS shall be notified by customer and may require additional fees. Samples not suitable to disposal will be returned to the customer for proper disposal at the customers' expense.

10. **CONFIDENTIALITY OF SAMPLES AND DERIVED INFORMATION** Samples received by MAS are confidential and proprietary information of the customer. MAS will not disclose or otherwise share the samples or information derived from this project with a third party, including one to be designated under an ASSIGNMENT OF ORDER, as defined in paragraph 11, without first obtaining written permission from customer.
11. **ASSIGNMENT OF ORDER** MAS may assign this order or any portion thereof for performance by a third party. MAS shall be responsible for proper completion of the order under the terms of this order form in the event of such assignment. MAS are also responsible for ensuring the contracting lab has performed the work assigned according to established and approved procedures.
12. **HAZARDOUS MATERIALS AND DRUG ENFORCEMENT AGENCY (DEA) CONTROLLED SUBSTANCES** All hazardous materials and DEA controlled substances are subject to a 25% surcharge for special handling plus applicable shipping costs. Some materials may not be accepted by MAS. In all cases the sample must be identified and an MSDS should be made available to MAS.

Terms and Conditions are effective August 22, 2005