



GALSON

EQUIPMENT RENTAL, FREEPUMPLOAN™ & FREESAMPLINGBADGES™ (3-in-1) AGREEMENT

This Agreement is between SGS Galson with its main office located at 6601 Kirkville Road, East Syracuse, NY 13057 and _____ (“Client”) with its main office located at _____.

This Agreement sets forth the responsibilities of SGS Galson and Client pertaining to participation in any of the following SGS Galson Programs. The Client may rent equipment from SGS Galson, and/or participate in SGS Galson’s FreePumpLoan™ Program and/or participate in SGS Galson’s FreeSamplingBadges™ Program (“SGS Galson Programs”).

Client understands that by checking the box located next to the specific program title herein that Client is entitled to participate in the specific program and agrees to abide by the terms and conditions indicated for that program. Client has the option of not checking any of the boxes located next to the specific program title and Client understands that Client cannot participate in any program for which Client has not checked a box.

SGS GALSON’S EQUIPMENT RENTAL PROGRAM

Check to Accept

1) SGS Galson will provide Client with rental equipment in good working condition. SGS Galson warrants that equipment will meet manufacturer’s specifications. SGS Galson is not the manufacturer of the equipment and makes no warranty, either expressed or implied, other than as set forth herein. There are no oral or written promises other than those contained herein concerning the equipment.

If Client does not provide timely notice (24-48 hrs) of any defect upon delivery, it shall be presumed that equipment was delivered in good condition. If equipment requires repair or recall, Client shall immediately notify SGS Galson before any action is taken or any equipment is exchanged. SGS Galson’s obligation under this situation shall be to repair, recalibrate or at its option, replace any equipment that fails to operate per specification at SGS Galson’s expense in a reasonably practicable timeframe within its reasonable control. SGS Galson is not responsible for any damage to equipment caused by Client.

Client is responsible for returning the equipment in substantially the same condition as when received from SGS Galson, ordinary wear and tear excluded. Client agrees to compensate SGS Galson for any damages caused by Client.

2) When placing a rental order, Client will provide a “Need by” date assumed to be the day before the scheduled sampling event and the “Received at SGS Galson” date which is the date the equipment will be returned to SGS Galson.

Client understands and agrees to the following:

- Client will pay all shipping costs incurred to ship the rental equipment from SGS Galson to Client's requested delivery address; the shipping method must be via 2-day delivery or less. Shipping charges will be added to the rental invoice unless Client opts to provide SGS Galson with Client's UPS or Federal Express account information during order entry.
- If Client elects to ship using a method not supported by the shipper's "guaranteed" delivery (i.e. Ground), SGS Galson is not liable for costs associated with late or non-delivery of the equipment or for any associated retesting costs as the delivery time is not guaranteed.
- The in-transit time used for calculating the rental term cannot exceed two (2) business days each way.
- Return shipping will be at SGS Galson's expense for locations within the contiguous United States and Canada; SGS Galson will provide a Return Shipping Label (RSL) with each rental order.
- If Client elects not to use the RSL provided, Client acknowledges and agrees that SGS Galson is not liable for the cost of the return shipping. In-transit time assumed for purposes of calculating the rental term will be 2-days.
- Client acknowledges and agrees that the rental term will begin on the day after the equipment is received by the Client (assuming 2-day or less in-transit time) and will end on the day the equipment is received by the RSL designated shipper for return to SGS Galson.
- If Client fails to return all equipment by the "Received at SGS Galson" date, Client acknowledges and agrees to pay rental charges as accrued until such equipment is received by the RSL designated shipper for return to SGS Galson. SGS Galson's current published fee schedule can be found at www.sgsgalson.com.

If any or all equipment is not returned by Client within sixty (60) days after the original "Received at SGS Galson" Date, Client acknowledges that Client has purchased this equipment and agrees to pay SGS Galson an amount for each piece of equipment equal to the equipment's current replacement cost.

3) Client acknowledges that Client is responsible for all taxes, duties and fees associated with this rental program.

4) In no event shall SGS Galson be liable for any consequential, incidental or exemplary damages, including any loss of profit or revenues, loss of use of its equipment, damage to other equipment, cost of substitute equipment or down time costs for this rental program.

Rental fees will be tendered once equipment is returned and no damages have been identified to the equipment. Client agrees to compensate SGS Galson for any damages caused by Client.



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EQUIPMENT RENTAL, FREEPUMPLOAN™ & FREESAMPLINGBADGES™ AGREEMENT

SGS GALSON'S FREEPUMPLOAN™ PROGRAM

Check to Accept

- 1) When the Client places an order, the Client's return date ("Received at SGS Galson") will be set for the duration of sampling event, not exceeding two (2) weeks from the date the Client receives the pump ("pump receipt date"). The Client's return date ("Received at SGS Galson") will also include 2 days for time in transit on return shipping.
- 2) If the Client's sampling schedule is more than two weeks, a longer loan period, not exceeding 1 month, may be granted based on the following criteria:
 - a. The Client's sampling schedule is documented and emailed to SGS Galson showing support for a longer loan period.
 - b. The Client has a unique sampling situation that requires a longer loan period, such as remote location, shipping limitations, etc.
 - c. Longer loan periods are subject to SGS Galson approval.
- 3) SGS Galson will list the "Received at SGS Galson" date on the packing list that is sent to the Client with the pump loan Equipment. Pumps received after this date will incur late fees of \$25 per day, per pump.
- 4) SGS Galson will provide the following at no cost to the Client.
 - a. Pumps
 - b. Chargers
 - c. Media (see cost free section of the Sampling and Analysis Guide for list of media and details)
 - d. Accessories
- 5) Shipping charges, duties, tariffs, customs fees, etc. are the responsibility of the Client.
- 6) Where possible, client to provide SGS Galson with their shipping account number for invoicing purposes.
- 7) To avoid sampling delays, client will confirm receipt of all requested items and will contact SGS Galson immediately if any items are missing or damaged.
- 8) Client is responsible for:
 - a. Decontaminating all pump loan Equipment after use; failure to do so may result in cleaning fees (\$35 per hour).
 - b. Returning all pumps, chargers and accessories associated with Pump Loan by the "Received by SGS Galson" date.
 - c. Returning all unused media
 - d. Any fees associated with equipment that is returned damaged (replacement costs per packing list) or contaminated (cleaning fees - \$35 per hour)

9) Client agrees to and understands the following:

- a. All pump loan items provided at no charge (except for shipping charges, duties, tariffs, customs fees, etc.) to Client provided all samples taken with Pump Loan Equipment are sent to SGS Galson for analysis and are analyzed by SGS Galson at SGS Galson's standard published fee schedule. (SGS Galson's website www.sgsgalson.com lists SGS Galson's standard published fee schedule.)
- b. The term "Pump Loan Equipment" includes all items on the Packing List provided to Client.
- c. All pumps provided must be recharged before sampling.
- d. Any Pump Loan Equipment not returned by the "Received by SGS Galson" date will be subject to late fees of \$25 per day, per pump.
- e. If pumps are ordered under Free Pump Loan Program but not used to collect the samples, fee schedule pricing for analysis is still applied.
- f. Any IOMs that are not returned within the original loan period will incur a late fee of

10) Client acknowledges that Client is responsible for all shipping charges pertaining to this program both from SGS Galson to Client and from Client to SGS Galson.

- a. Client agrees to send back all Pump Loan Equipment by two-day courier service (UPS, Federal Express, etc.) or sooner. SGS Galson will ship sampling pumps, chargers, etc. to Client by methods where the time in-transit is 2 business days or less. If pumps are shipped back to SGS Galson by a means greater than two-day, late fees of \$25 per day, per pump, will incur for additional days in transit. Late fees will also be assessed when equipment being returned to SGS Galson is delayed in customs due to lack of or incomplete paperwork being completed by client.
- b. Client is responsible for all taxes, duties and fees associated with the shipment of equipment under this program.
- c. Client is responsible for all shipping fees if package is shipped using Ground shipment at Client's request and package is not delivered by the shipper's estimated delivery date. This includes any packages sent with "leave without signature" noted for shipper.
- d. SGS Galson is not responsible for and will not incur added costs for sampling delays due to client requests for ground shipment, as ground shipments are not guaranteed by the carrier.



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EQUIPMENT RENTAL, FREEPUMPLOAN™ & FREESAMPLINGBADGES™ AGREEMENT

SGS GALSON'S FREESAMPLINGBADGES™ PROGRAM

Check to Accept

1) The Client understands that:

- a. SGS Galson will provide the Client with sampling badges at no cost (except for shipping charges, duties, tariffs, customs fees, etc., as applicable), provided that such badges are included under the FreeSamplingBadges™ program.
- b. That all samples taken utilizing these sampling badges are sent to and analyzed by SGS Galson using SGS Galson's standard published fee schedule pricing. (Please visit www.galsonlabs.com to see a list of this pricing in the "Sampling and Analysis Guide" document.).
- c. Not all sampling badges provided by SGS Galson are covered under this program. Badges that qualify under the FreeSamplingBadges™ program are set forth in the SGS Galson Media Fee Schedule which can be accessed through the SGS Galson website.
- d. To avoid sampling delays, client will inspect all requested items upon receipt and will contact Galson immediately if any items are missing or damaged.
- e. Client will be considered to have purchased these badges if all sampling badges have not been sent back to SGS Galson within sixty (60) days from Client Receive date.
- f. Failure to return badges under the FreeSamplingBadges™ program authorizes SGS Galson to bill Client and Client agrees to pay SGS Galson an amount equal to the SGS Galson published fee in its Media Fee Schedule. (SGS Galson's website www.galsonlabs.com lists its current Media Fee Schedule.)
- g. Client acknowledges that Client is responsible for all shipping charges pertaining to this Program from Client to SGS Galson. SGS Galson is responsible for shipping charges to Client provided that Client agrees to SGS Galson shipping orders containing media only, ground to Client. Client is responsible for any other shipping charges required by Client when shipping from SGS Galson to Client.

2) Client is responsible for:

- a. Returning all sample badges provided under the FreeSamplingBadges™ program to SGS Galson for analysis.
- b. Returning all unused media badges within sixty (60) days from the date badges were shipped to Client ("Client Receive Date") unless the Client obtains SGS Galson's written permission (an email notification from SGS Galson is acceptable) to extend the term of use.



EQUIPMENT RENTAL, FREEPUMPLOAN™ & FREESAMPLINGBADGES™ AGREEMENT

GENERAL TERMS

- a) This Agreement is governed by the laws of the State of New York.
- b) Client acknowledges and agrees to reimburse SGS Galson for any SGS Galson attorney and court costs relating to enforcing this Agreement if it is established that SGS Galson is the prevailing party.
- c) This Agreement is the Sole Agreement between the parties and supersedes any previous agreement signed between the parties.
- d) The Client Representative, indicated below, has appropriate authority to sign this Agreement on behalf of the Client.
- e) The Client has set forth his/her initials in the box next to all of the SGS Galson Programs that Client intends to participate in. Client understands and agrees to be bound by the terms and conditions for each SGS Galson Program that Client has initialed herein.
- f) SGS Galson may terminate Client's participation in any or all of the SGS Galson Programs set forth herein, at SGS Galson's sole option, by providing written notice to that effect to Client. Client may terminate this agreement and its participation in any of the programs set forth herein at any time by providing written notice to SGS Galson, provided that all equipment, sampling pumps, chargers, accessories, sampling badges and all other SGS Galson property have been returned to SGS Galson and provided that Client has paid SGS Galson in full for all services rendered by SGS Galson.
- g) Client acknowledges that the General Terms set forth herein apply to Client and SGS Galson provided that Client participates in at least one SGS Galson Program contained herein as evidenced by Client's initials next to the program title or titles.
- h) Client acknowledges that SGS Galson's standard payment terms for services rendered are net 30 days. Client agrees to pay SGS Galson within 30 days unless other terms have been agreed to.

AGREED AND ACCEPTED BY:

Client Name

[Dashed box for Client Name]

SGS Galson Laboratories, Inc. (SGS Galson)

Client Representative's Signature (indicated by checking the box)

SGS Galson's Representative's Signature

Client Rep's printed Name and Title

[Dashed box for Client Rep's printed Name and Title]

SGS Galson Rep's printed Name and Title

[Dashed box for SGS Galson Rep's printed Name and Title]

Date

[Dashed box for Client Date]

Date

[Dashed box for SGS Galson Date]

GENERAL CONDITIONS OF SERVICE

1. GENERAL

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS North America Inc. or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions")
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. PROVISION OF SERVICES

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
 - (1) the terms of any standard order form or standard specification sheet of the Company; and/or
 - (2) any relevant trade custom, usage or practice; and/or
 - (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client. (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. OBLIGATIONS OF CLIENT

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. FEES AND PAYMENT

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
 - (1) the amount of all non-refundable expenses incurred by the Company; and
 - (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

The logo for SGS, consisting of the letters 'SGS' in a bold, sans-serif font. A vertical line is positioned to the right of the letters, and a horizontal line is positioned below the letters, forming a partial frame.

6. LIABILITY AND INDEMNIFICATION

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/ or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

- (i) the date of performance by the Company of the service which gives rise to the claim; or
- (ii) the date when the service should have been completed in the event of any alleged non-performance.

- (b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. MISCELLANEOUS

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of the State of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Hackensack, New Jersey and be conducted in the English language.