

SGS Galson Laboratories, Inc. Equipment Rental, FreePumpLoan™ & FreeSamplingBadges™ (3-in-1) Agreement

This Equipment Rental, FreePumpLoan™ & FreeSamplingBadges™ (3-in-1) Agreement (the "Agreement") is entered into this ____ day of _____, 20__ (the "Effective Date") by and between SGS Galson Laboratories, Inc. ("SGS Galson") having an office located at 6601 Kirkville Road., East Syracuse, NY 13057 and _____ ("Client") with its main office located at _____.

This Agreement sets forth the rights and responsibilities of SGS Galson and Client with regard to participation in any of the following SGS Galson programs. 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 (each, a "Program" and collectively the "SGS Galson Programs").

Client acknowledges and agrees that by checking the box located next to the specific Program title herein that Client agrees to abide by the terms and conditions relating to that Program and the general conditions set forth below (the "General Conditions"). Client is under no obligation to participate any of the SGS Galson Programs. Client acknowledges and agrees that Client may not participate in a Program unless it has checked the adjacent box as its acceptance of the terms associated with such Program.

SGS GALSON'S EQUIPMENT RENTAL PROGRAM

Check to Accept

Client may rent from SGS Galson the equipment set forth on SGS Galson's website at www.galsonlabs.com (the "Equipment"), subject to the following terms and the General Conditions.

1.) SGS Galson will provide the Equipment to Client in good working condition. SGS Galson warrants that equipment will meet manufacturer's specifications. SGS Galson is not the manufacturer of the equipment. OTHER THAN THE WARRANTIES SET FORTH HEREIN, SGS GALSON MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO ANY EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. SGS GALSON EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

It shall be presumed that Equipment is delivered in good condition unless Client provides written notice to SGS Galson within forty-eight (48) hours of receipt. In the event that the Equipment is not delivered in good condition, Client shall notify SGS Galson before any action is taken or any Equipment is exchanged. SGS Galson's sole liability and Client's sole remedy shall be, within a commercially reasonable period, to repair or recalibrate the Equipment. SGS Galson may, at its option and expense, replace any Equipment that fails to operate in accordance with the manufacturer's specifications. SGS Galson is not responsible for any damage to Equipment caused by Client.

Client shall return the Equipment to SGS Galson 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 at a cost not to exceed the then-current replacement cost of such Equipment.

2.) When placing a rental order, Client will indicate the Equipment being rented and provide SGS Galson with 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 further acknowledges and agrees to the following:

- a. Client will pay all shipping costs incurred to ship the 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.
- b. If Client elects to ship using a method not supported by the shipper's "guaranteed" delivery (i.e. Ground), SGS Galson shall not be 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.
- c. The in-transit time used for calculating the rental term shall not exceed two (2) business days each way.
- d. 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.
- e. If Client elects not to use the RSL provided, Client acknowledges and agrees that SGS Galson shall not be liable for the cost of the return shipping. In-transit time assumed for purposes of calculating the rental term will be 2 days.
- f. 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.
- g. If Client fails to return any and all Equipment by the "Received at SGS Galson" date, Client shall pay rental charges as accrued until such Equipment is received by the RSL designated shipper for return to SGS Galson. SGS Galson's current fee schedule can be found at www.sgsgalson.com.
- h. If any or all Equipment is not returned by Client within sixty (60) days after the Received at SGS Galson Date, Client will have purchased the Equipment and shall pay SGS Galson an amount equal to the Equipment's then-current replacement cost.
- i. Client acknowledges that Client is responsible for all taxes, duties and fees associated with this Program.

SGS GALSON'S FREEPUMPLOAN™ PROGRAM

Check to Accept

Subject to the following terms and the General Conditions, Client may utilize an SGS Galson pump and associated pump equipment as detailed on SGS Galson's website at www.sgsgalson.com and herein, inclusive of all items set forth in the applicable packing list provided to Client (collectively, the "Pump Loan Equipment").

1.) SGS Galson will loan, at no cost (except for shipping charges, taxes, duties, tariffs, and customs fees,), the following Pump Loan Equipment to Client, provided however 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 fees: (SGS Galson's website www.sgsgalson.com lists SGS Galson's standard published fee schedule.)

- Pumps
- Chargers
- Media (see cost free section of the Sampling and Analysis Guide for list of media and details)
- Accessories

2.) Use of the Pump Loan Equipment by Client shall be limited to the duration of the sampling event, but in no event more than two weeks (the "Loan Period"). When the Client places an order, the Client's return date ("Received at SGS Galson Date") will be set based on the agreed upon date at the time of order placement, but no longer than two weeks from the date Client receives the Pump Loan Equipment ("Pump Receipt Date"). The return date ("Received at SGS Galson") will also include 2 days for time in transit for return shipping.

- 2.) Use of the Pump Loan Equipment by Client shall be limited to the duration of the sampling event, but in no event more than two weeks (the "Loan Period"). When the Client places an order, the Client's return date ("Received at SGS Galson Date") will be set based on the agreed upon date at the time of order placement, but no longer than two weeks from the date Client receives the Pump Loan Equipment ("Pump Receipt Date"). The return date ("Received at SGS Galson") will also include 2 days for time in transit for return shipping.
- 3.) If Client's sampling schedule is longer than two weeks, a longer loan period, not exceeding 1 month, may be granted by SGS Galson, 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 with consistent sample submission to SGS Galson.
 - b. The Client has a unique sampling situation that requires a longer loan period, such as remote location, or shipping limitations. Longer loan periods are subject to SGS Galson approval.
- 4.) 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.
- 5.) In the event that SGS Galson does not receive any samples from Client prior to the Received at SGS Galson Date, SGS Galson may charge Client a rental fee for the Pump Loan Equipment. The rental term shall begin with the date that Pump Loan Equipment was shipped to Client from SGS Galson and end on the date the Pump Loan Equipment is returned to SGS Galson from Client.
- 6.) Where possible, Client will provide SGS Galson with its shipping account number for invoicing purposes.
- 7.) Client will confirm receipt of the Pump Loan Equipment and will contact SGS Galson immediately upon receipt if any items are missing or damaged.
- 8.) Client shall be 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 Pump Loan Equipment that is returned damaged (replacement costs per packing list)
- 9.) Client must recharge all pumps provided hereunder before sampling.
- 10.) Client acknowledges and agrees that:
 - a. Client agrees to return all Pump Loan Equipment by two-day courier service (UPS, Federal Express, etc.) or sooner. SGS Galson will ship Pump Loan Equipment 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 be charged for additional days in transit. Late fees will also be assessed when Pump Loan Equipment being returned to SGS Galson is delayed in customs due to lack of or incomplete paperwork being completed by client.
 - b. If pumps are ordered under Free Pump Loan Program, but not used to collect the samples, fee schedule pricing for analysis will be applied.
 - c. Any IOMs that are not returned within the original loan period will incur a late fee of \$5.00 per IOM per day.
 - d. Client is responsible for all shipping charges both from SGS Galson to Client and from Client to SGS Galson relating to the Pump Loan Equipment.
 - e. Client is responsible for all taxes, duties, tariffs and fees associated with the shipment of Pump Loan Equipment.
 - f. 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 guaranteed delivery date. This includes any packages sent with "leave without signature" noted for shipper.
 - g. 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.

SGS GALSON'S FREESAMPLINGBADGES™ PROGRAM

Check to Accept

Subject to the following terms and the General Conditions, Client may utilize certain SGS Galson sampling badges as detailed on SGS Galson's website at www.sgsgalson.com and herein (collectively, the "Sampling Badges"). Not all sampling badges offered 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 that can be accessed through the SGS Galson website.

- 1.) SGS Galson will provide, at no cost, the Sampling Badges to Client, provided however all samples taken with the Sampling Badges are sent to SGS Galson for analysis and are analyzed by SGS Galson at SGS Galson's standard published fees.
- 2.) Client shall:
 - a. inspect all Sampling Badges upon receipt and will contact SGS Galson immediately if any items are missing or damaged.
 - b. return all unused Sampling Badges within sixty (60) days from the date the Sampling Badges were received by Client ("Client Receipt Date"), unless SGS Galson grants a written extension (an email notification from SGS Galson is acceptable) for such longer period.
- 3.) Client further acknowledges and agrees that:
 - a. Client will have purchased the Sampling Badges if all Sampling Badges have not been returned to SGS Galson within sixty (60) days from Client Receipt Date
 - b. Failure to return Sampling Badges under this Program authorizes SGS Galson to bill Client and Client shall pay SGS Galson an amount equal to the SGS Galson published fees in its Media Fee Schedule posted on www.sgsgalson.com.
- 4.) Client acknowledges and agrees that it responsible for all shipping charges relating to this Program, including returns.
 - a. Client agrees to return all Sampling Badges by two-day courier service (UPS, Federal Express, etc.) or sooner. SGS Galson will ship Sampling Badges to Client by methods where the time in-transit is 2 business days or less.
 - b. Client is responsible for all taxes, duties and fees associated with the shipment of Sampling Badges.
 - c. 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 that SGS Galson will ship orders containing only media via ground transportation to Client. Client is responsible for any other shipping charges required by Client when shipping from SGS Galson to Client.

GENERAL CONDITIONS

The following terms shall apply to all of the SGS Galson Programs.

- a.) In no event shall SGS Galson be liable for any indirect, incidental, special, punitive or consequential damages, including without limitation damages for lost data or lost profits or revenues, loss of use of its equipment, damage to other equipment, cost of substitute equipment or down time costs for this rental program. SGS GALSON'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID SGS GALSON UNDER THE APPLICABLE PROGRAM.
- b.) SGS GALSON will invoice periodically in accordance with the fees described herein. Unless otherwise expressly agreed to by the parties in writing, payment in full for all invoices is due within thirty (30) days of the invoice date. SGS GALSON may assess an interest charge of 1.5% per month for any overdue payments.
- c.) SGS Galson may terminate this Agreement or Client's participation in any or all of the SGS Galson Programs by providing written notice to Client. Client may terminate this Agreement and its participation in any of the Programs by providing written notice to SGS Galson, provided however that all Equipment, Pump Equipment and/or Sampling Badges have been returned to SGS Galson and that SGS Galson has been paid in full for all goods provided hereunder and services rendered.
- d.) SGS Galson retains all of its intellectual property rights in the Equipment, Pump Loan Equipment and the Sampling Badges (collectively, the "Program Equipment") that exist as of the Effective Date, and Client has no right or license to use any such intellectual property rights except and only to the extent of permitted hereunder.
- e.) The Program Equipment shall at all times remain the property of SGS Galson, except as specifically provided herein. Client shall not interfere with SGS Galson's ownership of such Program Equipment and shall take no action which would result in liens or encumbrances being placed against said Program Equipment.
- f.) Except in the event of a merger, acquisition, internal reorganization or sale of all or substantially all of a party's assets, this Agreement may not be assigned by either party without the prior written consent of the other. No permitted assignment shall relieve a party of its obligations hereunder prior to the assignment. Any assignment in violation of this Agreement shall be void. This Agreement shall be binding upon the parties' respective successors and assigns.
- g.) SGS GALSON is an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or other legal entity or relationship between the parties. Neither party has the authority to bind the other to any third party. Each party will be solely responsible for payment of all compensation owed to its employees and contractors, as well as employment-related taxes. The Client will maintain appropriate worker's compensation for its employees as well as comprehensive general liability insurance.
- h.) Except for actions for non-payment or breach of SGS GALSON's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.
- i.) Except for the Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.
- j.) This Agreement shall be governed in accordance with the substantive laws of the State of New Jersey, without reference to conflict of laws principles. Any and all disputes arising hereunder shall be adjudicated exclusively in the federal or state courts located in the State of New Jersey. The prevailing party shall be entitled to court costs and reasonable attorneys' fees.
- k.) A failure by either party to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a waiver of such terms in the future.
- l.) All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX, overnight courier service or mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified above or such other address as either party may specify in writing. Client shall also send a copy of any such notices to SGS Galson in care of SGS North America Inc., 201 Route 17 North, 7th Floor, Rutherford, New Jersey 07070, Attention: Office of the General Counsel. Such notice shall be deemed to have been given upon receipt.

m.) If any provision of this Agreement shall be held invalid or unenforceable, such provisions shall be deemed deleted from this Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement shall continue in full force and effect.

n.) Each party shall comply with all applicable federal, state, and local laws and regulations, including the applicable export laws and regulations of the United States.

o.) This Agreement is the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior communications, agreements, and understanding relating thereto. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. The terms of this Agreement shall take precedence over any inconsistent terms contained in any other document and shall prevail over any pre-printed, conflicting, or other terms on any purchase order or other Client document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SGS GALSON LABORATORIES, INC.

By: _____

Name: _____
[print name]

Title: _____

Date: _____

Address:
SGS Galson Laboratories, Inc.
6601 Kirkville Road
East Syracuse, NY 13057
Phone: (315) 671-3910
Fax: (315) 671-3911

URL: <http://www.sgsgalson.com>

CLIENT: _____

By: Client agrees that checking the adjacent box is the same as signature of below printed name

Name: _____
[print name]

Title: _____

Date: _____

Address

Attention: _____

Phone: _____

Fax: _____