

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, as applicable, 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 principals and practices. SRC shall comply with all applicable federal, provincial and municipal laws in relation to the services. SRC will endeavor to provide results to the Customer within ten (10) business days of receipt of samples.
- 2. Expedited Service:** Rush or expedited service is available for certain services. A surcharge of 75% will be applicable for services rendered within one to four (1-4) business days of receipt of samples. A surcharge of 100%, 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 rush or 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 and/or an Analysis Request Form, as applicable, must accompany all samples.** Failure to complete and execute such forms may result in delays in 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 services. Storage fees or other charges will 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 will 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 (19.56% per annum) compounded monthly 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.
- 6. Confidentiality:** All data, reports and other information relating to the services shall be treated by SRC as the confidential property of the Customer, and SRC will use its best efforts to ensure that its employees and agents will not disclose the same to any third party. 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. 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 section 6 shall continue to apply for so long as SRC retains a copy of such data or reports.
- 8. Use of SRC's Name:** The Customer shall not use SRC's name 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 without the prior written consent of SRC.
- 9. No Warranty:** SRC makes no representations or warranties, either expressed or implied, statutory or otherwise, as to any matter, including, but not limited to, the quality, merchantability or fitness for any purpose of any goods or products to be delivered pursuant to this Agreement. 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.
- 10. 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.**
- 11. Force Majeure:** SRC shall not be liable to the Customer for any failure or delay in performance of its obligations caused by circumstances beyond its control, including, but not limited to, strike, lockout or other industrial dispute; act of a public enemy; war; blockade; public riot; lightning; fire; storm; tornado; flood; explosion; governmental restraint imposed by statute, regulation or policy; shortages of material or labour; delays in transportation; delays in or lack of telecommunication services; equipment failure; inability to obtain or maintain necessary regulatory licenses; or restraint imposed by decision of a competent tribunal or authority of Canada or any Province thereof.
- 12. Termination:** This Agreement may be terminated by either party by giving two (2) 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.
- 13. Governing Laws and Jurisdiction:** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein 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.
- 14. Dispute Resolution:** If any dispute or difference should arise between the Customer and SRC, a party shall notify the other party in writing and provide details of the dispute. The parties shall first make all reasonable efforts to resolve their dispute through good faith negotiations. If they cannot settle the dispute through negotiation, then, unless otherwise agreed by the parties, the parties shall attempt to resolve the matter through the use of the services of a qualified mediator for the Province of Saskatchewan in accordance with mutually agreed upon procedures. If mediation is unsuccessful, and unless otherwise agreed by the parties, the parties shall arbitrate the dispute pursuant to the provisions of *The Arbitration Act, 1992* (Saskatchewan) or any similar legislation then in force and agree to the appointment of a single impartial expert arbitrator, qualified to arbitrate in the Province of Saskatchewan. Failing an agreement within fourteen (14) days as to the appointment of such arbitrator, either party may apply to the Court of Queen's Bench in the judicial centre of Saskatoon, Saskatchewan for the appointment of a single arbitrator. The parties shall equally share the cost of mediation and/or arbitration unless directed otherwise by the mediator and/or arbitrator. Mediation and/or arbitration shall take place in Saskatoon, Saskatchewan. The decision shall be rendered within seven (7) days of the close of the hearing.