



**Saskatchewan Research Council
Geoanalytical Laboratories**
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**Geoanalytical Laboratories
Chain of Custody Form**

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Customer Information		Invoicing Information (if different)	
Company	Á	Company	Á
Contact	Á	Contact	Á
Tel	Á	Tel	Á
Email	Á	Email	Á
Address	Á	Address	Á
City	Á	City	Á
Prov. / Country	Á	Prov. / Country	Á
Post Code	Á	Post Code	Á

Customer Instructions:	Customer Authorization
Á	<p>Authorization: @@!^á^ Áæ ç [á^ÁÚÓÁ Á } á^: çæ^ Áó@Á [\ Áæ Á^ • & æ^ áÁ æ& [áá * Á [Áó Á^) \ æ Á^: (• Áæ áÁ [) ááá) • Á^ çæ^ áÁ } Áó Á [, á * Á æ^ Á</p> <p>Print Name: Á</p> <p>Signed: Á Á Á</p> <p>Date: Á</p>

Receiving Information (LAB ONLY)			
Security Seal Numbers	Sample Numbers	SRC Group Number	Á
Á	Á	Number and Type of Containers	Á
		Total Number of Samples	Á
		Total Number of Bags	Á
		Received By (initials) / Date	Á
		Comments:	Á
Authorization to commence Work (SRC)		(Date & Time)	
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CUSTOMER TO AUTHORIZE AND FAX FORM TO (1) 306 933-5656

Terms and Conditions

The terms and conditions below apply to the services requested by the Customer and together with Requisition for Analysis, Request for Diamond Services & Chain of Custody Form or the Chain of Custody Form, as applicable, 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. **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 Requisition for Analysis, Request for Diamond Services & Chain of Custody Form or the Chain of Custody Form, as applicable, must accompany all samples. Failure to complete and execute such forms may result in delay in the service.
3. **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. Amounts payable by the Customer to SRC shall be grossed-up to the extent necessary so that the net amount paid by the Customer to SRC, after the deduction of withholding taxes or such other amounts as the Customer may be required to deduct, is equal to the amount charged by SRC prior to any such deductions. 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) calendar 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.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **On-Site Requirements:** If the Customer and/or its employees, agents or representatives attend on-site at SRC's premises, the Customer and/or its employees, agents or representatives, while on SRC's premises, agree to abide by SRC's code of ethics and its health and safety and security policies and procedures. If the Customer and/or its employees, agents or representatives are given access to SRC's network or information technology resources, the Customer and/or its employees, agents or representatives agree to abide by SRC's information technology policies and procedures.
14. **Sample Ownership, Storage and Archiving:** All samples provided to SRC by the Customer shall remain the property of the Customer. The Customer shall provide SRC with instructions regarding the return, disposal or archiving of samples, reject materials and pulp materials. If the Customer requests that samples reject materials or pulp materials be archived, returned or disposed of, the Customer shall pay to SRC the applicable archival fees or any costs incurred by SRC for the return or disposal of such samples, reject materials or pulp materials. The following rules apply to the archiving and disposal of samples, reject materials and pulp materials unless alternate instructions are received by SRC from the Customer.
 - a) All samples, other than those arising from potash exploration activities, will be stored by SRC for two calendar years following the services (the "Sample Storage Period") and are subject to archival fees. Following the Sample Storage Period, samples may be disposed of at SRC's discretion. SRC will not store samples arising from potash exploration activities and such samples may be disposed of at SRC's discretion.
 - b) Uranium, gold or potash reject material and pulp material will be stored by SRC until January of the calendar year following the services (the "Uranium/Gold/Potash Storage Period") and are subject to archival fees. Following the Uranium/Gold/Potash Storage Period, uranium, gold or potash reject material and pulp material may be disposed of at SRC's discretion.
 - c) DMS tailings, Flow Sort tailings and any stones recovered through diamond processing will be stored by SRC indefinitely and are subject to archival fees. Caustic residues will be stored by SRC for two calendar years following the services (the "Caustic Storage Period") and are subject to archival fees. Following the Caustic Storage Period, caustic residues may be disposed of at SRC's discretion.
 - d) The archival fees set out in paragraphs (a), (b) and (c) above shall apply upon thirty (30) calendar days following provision by SRC of the report regarding the results of the services.