

TERMS AND CONDITIONS

Metallurgical Engineering Services, Inc. (Firm) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution: Any claims or disputes made in reference to the testing/analysis/consultation between the Client and Firm shall be submitted to non-binding mediation.

Billings/Payments: Invoices for the Firm's services shall be submitted at the Firm's option upon completion of each service. Invoices shall be payable as stated on the invoice. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, owners, heirs, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certifications: Guarantees and Warranties – The Firm shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability: In recognition of the relative risks, rewards and benefits of the analysis, work, testing, consulting or project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten (10) times the amount of project or \$100,000.00, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by the Client or by the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Export Control: MES is bound by U.S. Export statutes and regulations and shall comply with all U.S. export laws.

Ownership of Documents: All documents produced by the Firm under this agreement shall remain the property of the Firm or its direct client. No documents may be modified for use by the Client for any other endeavor without the written consent of the Firm.