



## TERMS AND CONDITIONS

1. **ACCEPTANCE / AGREEMENT.** These general terms and conditions shall apply to all services to be provided by NSL Analytical Services, Inc. ("NSL") for the customer ("Customer"), notwithstanding any contrary terms, conditions or warranties set forth in any purchase or work order or other document(s) submitted by the Customer. No other agreement or understanding in any way purporting to waive, alter or modify the terms and conditions hereof shall be binding upon NSL unless expressly agreed to in writing by NSL.

2. **PRICES.** The cost of all services performed by NSL shall be billed at NSL's applicable prices in effect at the time of performance, unless other prices have been separately quoted to the Customer, in which event such quoted prices shall apply. Unless agreed to the contrary by NSL, all invoices are net 30 days from the date of invoice, without discount. All prices are exclusive of state and local sales and use taxes. All such taxes shall be paid by the Customer and, if the same are paid by NSL, the amount thereof shall be added to and become a part of the price payable by the Customer to NSL for the services rendered.

3. **INFORMATION / MATERIALS.** The Customer shall, at its expense, furnish NSL with descriptive information concerning the services to be performed. If multiple service requests are involved, the Customer shall furnish NSL with a separate description of the service required with each request. The Customer shall be responsible, at its cost, for delivery of all materials to NSL for the performance of service and any costs incurred by NSL for the pickup of materials shall, unless otherwise agreed, be reimbursed by the Customer at NSL's standard rates. The Customer shall provide NSL with information as to the potential hazards of any material submitted to NSL, including Material Safety Data Sheets if available. Unless otherwise stated in writing by the Customer at the time of delivery, the value of any information or materials furnished in any one delivery shall be deemed not to exceed \$25.00.

4. **RETURN OF INFORMATION / MATERIALS.** The cost of disposing of all information and non-hazardous materials furnished by the Customer shall, unless otherwise agreed, be the responsibility of NSL upon completion of services. Material which is hazardous in nature, in whole or part, and information or material which the Customer has otherwise requested be returned upon completion of service, shall be returned by NSL to the Customer. Shipping charges for such return of material or information will be invoiced to, and payable by, the Customer. NSL shall not be responsible for any damage to or destruction of any such returned material or information occurring during the course of returning the same to the Customer, nor shall NSL have any responsibility for the use or disposition of such material or information once returned. Information or materials for which NSL is responsible for disposition will be kept on file at NSL for 90 days and then discarded by NSL unless specific instructions for special handling are otherwise given to NSL. Any additional costs incurred by NSL for special handling shall be for the Customer's account.

5. **REPORTS / DELAYS IN PERFORMANCE.** The results of services provided by NSL will be mailed, by regular U.S. mail, to the Customer, unless other arrangements have been expressly agreed to by NSL. Except where so otherwise agreed, the costs of any special delivery arrangements requested by the Customer will be invoiced to, and payable by, the Customer. NSL reserves the right in its sole discretion to, at any time, on the basis of health, safety, legal, moral or operational considerations (1) suspend or refuse to perform any service requested or (2) refuse to conduct or terminate all or any portion of a service requested. Unless otherwise expressly agreed by NSL, NSL will not be liable for any loss or damages of any kind or nature whatsoever, whether direct, indirect or consequential, suffered by any person or entity as a result of any delay in performance, regardless of the reason for such delay.



6. **WARRANTY / WARRANTY LIMITATIONS.** NSL warrants that the requested services shall be performed in accordance with established and applicable standard testing and analytical techniques and practices. Unless specifically requested and described by the Customer, NSL shall have no responsibility to perform any specialized testing or analytical procedures or provide any specialized reports, and no such responsibility shall be implied by reason of any alleged knowledge which NSL may have concerning the intended purpose of the services requested by the Customer. Subject to the other provisions hereof, if the foregoing warranty is breached by NSL, NSL's sole liability hereunder shall be to, at its option, (a) repeat the analytical services without additional cost to the Customer, or (b) refund to the Customer the amount paid for the cost of the original services. **THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS OR REMEDIES, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.** NSL expressly disclaims any liability of any kind with respect to the use by the Customer or any third party of any information contained in any report furnished by NSL and in no event shall NSL be liable for any special, indirect, incidental or consequential damages, losses or expenses (including, but not limited to, lost profits or production) directly or indirectly arising from the performance or non-performance of the services requested by the Customer, any delays in such performance, the efficacy or completeness of any report furnished by NSL in connection with such services or the use of any reports or analysis provided by NSL in connection with such services by the Customer or any third party, regardless of whether such claims or actions for damages are based upon contract, warranty, tort liability, negligence, strict liability or otherwise. Except as related to the obligations of NSL to either repeat the requested analytical services or make refund to the Customer as expressly provided above, the Customer expressly assumes all responsibility, risk and liability for all liability, loss, costs, damages, claims or expenses incurred by Customer or any third party relating to or arising out of the performance or non-performance of the services requested, any delays in such performance, the efficacy or completeness of any report furnished by NSL in connection with such services or the use of any reports or analysis provided by NSL in connection with such services by the Customer or any third party, and the Customer shall indemnify and save harmless NSL from the same.

7. **PROPOSITION 65 NOTICE.** Testing done by NSL for purposes of California's Proposition 65 (Prop 65) requirements will be based on information and test limits currently available to the public at the time of testing. NSL testing and analysis will show the percentage of existence and/or the absence of certain compounds or elements, but NSL cannot certify compliance with Prop 65 law. NSL test results do not alleviate customer's responsibility for Prop 65 labeling, if necessary. NSL will not make any recommendations or opinions on whether labeling is necessary. For more information on Prop 5 see <https://oehha.ca.gov/proposition-65/about-proposition-65>.

8. **APPLICABLE LAW.** All contracts and agreements between the Customer and NSL for the performance of services by NSL shall be deemed to have been made in Cuyahoga County, Ohio and shall be construed in accordance with the laws of the State of Ohio.

9. **REPORTS / INFORMATION.** Reports and analysis furnished by NSL in connection with services performed shall become the property of the Customer upon full payment. Notwithstanding the foregoing, no such report or analysis may be reproduced, in whole or in part, or communicated to, or relied upon, by any third party, without the prior consent of NSL. Moreover, in the absence of such consent, the Customer shall not specifically refer to NSL or its furnishing of any such analysis or report in any promotional literature or advertising.