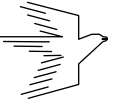


CONSCI, Ltd
1416 E Southmore Ave
Pasadena, TX 77502
800-240-3693
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Terms & Conditions of Service

Merlin MicroScience



Consolidated Sciences

All analytical work is completed on a contractual basis with the following standard terms and conditions. Clients submitting samples must agree to these terms and conditions. Any exceptions to these terms and conditions must be fully acknowledged by both parties in writing before analytical services can begin.

SAMPLES AND SHIPPING

Samples must be submitted by the client at the client's expense. Sample containers are supplied by the client unless prior arrangements have been made. Duplicates must be clearly marked. All shipping expenses including return shipping are the client's responsibility. CONSCI does not store samples for any reason. A disposal fee will be imposed for any sample(s) that remains on our premises more than 30 days. At this time, CONSCI is unable to provide international return shipments. CONSCI does not have a loading dock. All oversize or heavy deliveries will incur a \$100 handling fee at CONSCI's discretion.

SCOPE OF SERVICE

Services contracted for each project will be detailed in a formal quotation issued prior to the start of services. This quotation will detail the scope of work to be performed. It will contain but is not limited to the type and number of samples to be submitted, all testing to be completed, and detection limits and specifications for all analytes which must be achieved. Purchase orders must reference these specific items as well as a list of samples to be submitted including either cylinder identifications or sufficient description to fully identify each sample submitted. Once the purchase order has been accepted by CONSCI, it is understood that the client has agreed to pay for the service specified in the purchase order regardless of the resulting concentrations reported. CONSCI cannot be held responsible for errors in sample submission or acquisition, and therefore CONSCI's responsibility is limited to the analytical results.

ANALYTICAL RESULTS

It is the intent of CONSCI to provide the most reliable data possible for contracted analyses. A tabular report, or Certificate of Analysis, will be submitted to the client electronically (or by first class mail if preferred) and these results along with the raw data will be held in archive for up to two years after the date of analysis. Requests for additional reporting after one week may incur administrative surcharges. Requests for reporting beyond the concentration of analytes listed in the Certificate of Analysis is called an Analytical Narrative and is available at an additional charge, but must be requested prior to the start of service.

The Raw Analytical Data and QA/QC Data is also available and also must be requested prior to the start of service. This data can be made available in a variety of file formats.

QUOTATIONS

All quotations are valid for 30 days from the date of issue unless otherwise noted. A purchase order must reference a CONSCI quotation number, cylinder number, and match total price shown on quote in order to ensure proper billing and payment. Once a purchase order has been issued, any changes to the requested analytical services must be submitted in writing so that a revised quotation reflecting any change in pricing can be issued. Upon agreement, the client will supply CONSCI with a new purchase order or a written revision to the existing purchase order reflecting the new quote number, revised scope of work, and/or pricing changes. No changes can be made once analytical work has

been started

PRICING

CONSCI reserves the right to change prices without prior notice. To receive quantity discount all samples must be received at the same time unless otherwise noted.

INVOICING

Invoices for work will be issued upon submission of analytical results to the client. Invoices will be sent electronically as well as mailed via first class post. Standard terms are net 30 for all clients who have established an open account with CONSCI that remains in good standing. Any past due amounts may result in a hold placed on all future service and the release of any pending analytical results. CONSCI may impose a surcharge of 20% of the outstanding amount for any invoice unpaid 45 days after the due date, plus an additional 20% after 60 days, and a final 20% after 80 days at which time the amount due will be turned over to a collection agency. It is the client's responsibility to verify that the invoice matches the purchase order. CONSCI can not be held responsible for discrepancies between the invoice and purchase order that result in the client's failure to pay and the assessment of late fees.

ADDITIONAL INFORMATION

CONSCI may, at the client's request, furnish technical assistance, advice and information with respect to the test results, if and to the extent that such advice, assistance, or information is conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at the client's risk and which is provided subject to the disclaimers and limitations of liability contained herein.

EQUIPMENT RENTAL

Should you rent any equipment from CONSCI, any damage/replacement of the equipment will be the responsibility of the client. Equipment must be returned at end of rental term to prevent extended rental charges.

LOSS OR DAMAGE TO GOODS

CONSCI will take all reasonable steps to ensure the protection from loss, damage, or destruction of materials it may receive from the Client. CONSCI will notify the Client of any damaged material it receives as soon as possible.

ON-SITE TESTING

On-site testing is based on the total time to setup, perform the analysis, take down up, and generate a report to a maximum of 8 hours per day. Scheduled and quoted on-site testing will require a 48 hour cancelation notice otherwise a 50% cancelation fee will apply.

LIMITATION OF LIABILITY

It is the intent of Consolidated Sciences to provide the most reliable data possible for contracted analyses. These services are provided without warranty or liability, implied or otherwise, of any kind. The sole remedy shall be limited to repeating the analyses or refunding the amount paid to CONSCI for services provided.

CONSCI shall not be liable for any claim arising out of the performance, non performance, delay in delivery of or defect in the materials, nor for any special, indirect, economic or consequential loss or damage howsoever caused whether from negligence or otherwise in connection with the supply, functioning, or use of the materials. Any liability of CONSCI shall in any event be limited to the year in which the event arises.