

Testing And Evaluation Terms and Conditions:

1.0 INTRODUCTION - These Terms and Conditions are incorporated into the Architectural Testing, Inc. ("3-E SAFETY SERVICES, LLC") proposal made and submitted to you. The party executing this document ("Client") indicates acceptance of this proposal as a contract between Client and 3-E SAFETY SERVICES, LLC which governs the performance of the stated services and the rights and obligations of the parties and that 3-E SAFETY SERVICES, LLC may proceed with the work.

2.0 PROPOSAL TERM - Unless otherwise stated in the proposal, this offer shall remain valid until accepted, but in no event for a period longer than sixty days from the date of the proposal.

3.0 CLIENT INFORMATION - Client represents that the information supplied by it or its agents to 3-E SAFETY SERVICES, LLC is accurate and complete and samples are representative, and Client has informed 3-E SAFETY SERVICES, LLC concerning any dangerous or potentially dangerous characteristics of such samples which could cause injury during the performance of the work or in the transporting of such samples and Client also acknowledges that 3-E SAFETY SERVICES, LLC is relying upon such information and samples or data in the preparation of this proposal without further verification by 3-E SAFETY SERVICES, LLC as to its accuracy or completeness. The Client is responsible for informing ATI in advance of any applicable import/export restrictions that may apply to the samples and/or services to be provided, including instances where products, information or technology may be exported to a country that is restricted or banned from such export. The Client agrees to hold 3-E SAFETY SERVICES, LLC harmless and indemnify 3-E SAFETY SERVICES, LLC from any liability of whatever kind or nature, including but not limited to court costs and reasonable attorney's fees if information provided by the Client is inaccurate or incomplete or samples are not representative. 3-E SAFETY SERVICES, LLC agrees that information received from the Client shall remain the property of the Client and will be returned to the Client upon demand, except for that which is necessary as a basis for the 3-E SAFETY SERVICES, LLC Reports. Client may designate in writing any information provided by Client to 3-E SAFETY SERVICES, LLC as confidential and proprietary. If Client has done so, 3-E SAFETY SERVICES, LLC will not release to third parties any such information without the prior written consent of the Client or only in response to a proper court order or process. As to that information, 3-E SAFETY SERVICES, LLC may make and retain copies. Client shall designate in writing to 3-E SAFETY SERVICES, LLC if it does not wish to have 3-E SAFETY SERVICES, LLC transmit any information, including test data and Reports, via electronic means.

4.0 PROPOSAL, PRICE AND SCHEDULE:

4.1 3-E SAFETY SERVICES, LLC will work diligently to provide the services according to the costs and schedule stated in the referenced proposal. Client recognizes and agrees that the proposal is a good faith estimate of the costs for the services to be provided and times of completion, but such estimate is not a guarantee of the total costs or time that may be involved in completing the proposal. 3-E SAFETY SERVICES, LLC will not exceed the authorized estimate of costs without written authorization of Client. Samples will be shipped by Client to 3-E SAFETY SERVICES, LLC prepaid and will be returned collect or disposed of at Client's expense within thirty (30) days after testing is completed, unless alternative arrangements are made by Client. Additional fees will be charged for unanticipated assembly or preparation of samples. Further testing and report revisions are subject to additional charges. Test services will not be initiated until satisfactory credit has been established with 3-E SAFETY SERVICES, LLC's accounting department.

4.2 Unless specifically identified in the proposal, 3-E SAFETY SERVICES, LLC's proposal does not include items such as drug/substance abuse screening or special project-specific site training. If a project requires anything in addition to the items specified in 3-E SAFETY SERVICES, LLC's proposal, Client must notify 3-E SAFETY SERVICES, LLC, and 3-E SAFETY SERVICES, LLC will review the requested items for acceptance/amendment to the proposal. Client agrees that 3-E SAFETY SERVICES, LLC shall have the right to collect from the Client its reasonable expenses incurred in enforcing these terms and conditions.

5.0 INVOICING - Invoices will generally be issued upon project completion. In certain instances, interim invoices may be issued. Invoices are due and payable to 3-E SAFETY SERVICES, LLC at its offices, within thirty (30) calendar days after receipt of invoice, and Client agrees to pay reasonable collection costs if necessary in the event of non-payment.

6.0 INSURANCE - 3-E SAFETY SERVICES, LLC declares that it maintains workers' compensation and employer's liability insurance on 3-E SAFETY SERVICES, LLC employees in a form and amount as required by applicable laws. This insurance does not cover any employees of Client or third parties who may be involved with the work to be performed, whether on property of 3-E SAFETY SERVICES, LLC, Client or third parties.

7.0 CANCELLATION / POSTPONEMENT – 3-E SAFETY SERVICES, LLC may charge a minimum fee of \$1,000 for cancellations or postponements that occur within three (3) business days of the confirmed service and/or testing date(s).

8.0 REPORTS - The Client agrees to waive any claim against 3-E SAFETY SERVICES, LLC and defend, indemnify, and hold 3-E SAFETY SERVICES, LLC harmless from any and all causes of action, lawsuit, proceedings or claims, including legal fees and expenses incurred by 3-E SAFETY SERVICES, LLC, allegedly arising as a result of unauthorized use of 3-E SAFETY SERVICES, LLC's Reports. The term Reports includes all reports, laboratory test data, calculations, estimates, notes and other documents prepared by 3-E SAFETY SERVICES, LLC in the course of providing services to the Client. All technical determinations of compliance arising from product, material or system evaluation shall not be considered final until issuance of a written report, reviewed and signed by an 3-E SAFETY SERVICES, LLC qualified Reviewer. All final decisions on product certification are made by the Certification Manager. 3-E SAFETY SERVICES, LLC retains any and all rights of ownership of 3-E SAFETY SERVICES, LLC's concepts, ideas, inventions, patents or copyrights used by 3-E SAFETY SERVICES, LLC in preparing 3-E SAFETY SERVICES, LLC's Reports and the provision of services to the Client. Only the Client is authorized to copy or distribute 3-E SAFETY SERVICES, LLC's Reports and then only in their entirety, and the Client shall not use the Reports in a misleading manner. Client further agrees and understands that reliance upon the Reports is limited to the representations made therein. Any use of the 3-E SAFETY SERVICES, LLC name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by 3-E SAFETY SERVICES, LLC. If 3-E SAFETY SERVICES, LLC becomes directly or indirectly involved in litigation as a result of misuse of its Reports, the Client agrees to compensate 3-E SAFETY SERVICES, LLC for its fees and expenses, including legal costs, in accordance with 3-E SAFETY SERVICES, LLC's prevailing fee schedule and expense reimbursement policy.

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9.0 LIMITED WARRANTY - 3-E SAFETY SERVICES, LLC warrants that if any of its completed services fail to conform to professional standard, 3-E SAFETY SERVICES, LLC will, at its own expense, perform corrective services of the type originally performed as may be reasonably required to correct such defects, of which 3-E SAFETY SERVICES, LLC is notified in writing within six months of the completion of services. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Specific jurisdictions and regulatory authorities may require additional testing and evaluation for acceptance in specific applications. 3-E SAFETY SERVICES, LLC makes no representations regarding acceptance by a jurisdiction or a regulatory authority.

10.0 LIMITS OF LIABILITY - 3-E SAFETY SERVICES, LLC's liability is limited as follows:

10.1 The Client agrees to limit 3-E SAFETY SERVICES, LLC's liability arising from 3-E SAFETY SERVICES, LLC's professional activity, errors, or omissions, such that the total aggregate liability of 3-E SAFETY SERVICES, LLC shall not exceed 3-E SAFETY SERVICES, LLC's total fee for the services rendered on the project in question, except in the case of a finding of gross negligence or willful misconduct on the part of 3-E SAFETY SERVICES, LLC by a court of competent jurisdiction.

10.2 3-E SAFETY SERVICES, LLC shall be discharged from all liability to the Client for all claims for loss, damage or expense unless a claim is made within three (3) months of the date at which the damage, defect or alleged non-performance became apparent to the Client, and the process of law served no later than two (2) years from the provision of services by 3-E SAFETY SERVICES, LLC.

10.3 3-E SAFETY SERVICES, LLC shall not be liable to the Client for any consequential damages incurred by Client due to the fault of 3-E SAFETY SERVICES, LLC, regardless of the nature of this fault, whether it was committed by 3-E SAFETY SERVICES, LLC, its employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

10.4 The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to 3-E SAFETY SERVICES, LLC to those individuals and organizations 3-E SAFETY SERVICES, LLC retains for proper execution of the work. These shall be deemed to include but are not necessarily limited to 3-E SAFETY SERVICES, LLC's officers and employees and their heirs and assigns, as well as 3-E SAFETY SERVICES, LLC's agents, subcontractors and their officers, employees, heirs and assigns.

10.5 Client acknowledges that testing, including sample preparation and transportation, may damage or destroy Client's product. Client agrees to hold 3-E SAFETY SERVICES, LLC harmless from any and all responsibility for such alteration.

10.6 The Client agrees 3-E SAFETY SERVICES, LLC shall not be responsible for any injuries to the Client's representatives while attending to or observing testing at 3-E SAFETY SERVICES, LLC's facility. If testing takes place at the Client's facility, Client agrees that 3-E SAFETY SERVICES, LLC will not operate and shall not be responsible for any of Client's equipment and that although ATI agrees to abide by Client's safety procedures, 3-E SAFETY SERVICES, LLC shall not be responsible for injury to any of Client's personnel.

11.0 DISCIPLINE SPECIFIC TERMS

11.1 FIRE TESTING

a. Client shall notify 3-E SAFETY SERVICES, LLC prior to testing of any known hazardous or toxic compounds in the products supplied for testing.

b. 3-E SAFETY SERVICES, LLC will perform the testing for the duration specified by the standard unless it is determined by 3-E SAFETY SERVICES, LLC that unsafe, environmentally-detrimental, or otherwise dangerous conditions have been reached, at which time the test will be terminated.

c. If the testing of Client's product causes damage to 3-E SAFETY SERVICES, LLC's equipment, property, or employees due to the nondisclosure of hazardous, toxic, or otherwise dangerous compounds, the Client shall be liable for all costs associated with such damages.

d. Hazardous materials, such as sealant primer, which are not fully consumed during the course of the project and which are not otherwise able to be utilized or recycled must be removed from the premises at the completion of testing. A hazardous waste disposal fee will be assessed to Client for such hazardous materials that are found on site immediately prior to mock-up demolition.

11.2 FIELD TESTING

a. Union Labor: 3-E SAFETY SERVICES, LLC is a professional services organization similar to a special inspector. The quoted fee represents 3-E SAFETY SERVICES, LLC's estimated costs unencumbered by organized union labor restrictions. Any restrictions encountered on site impacting 3-E SAFETY SERVICES, LLC's ability to work will result in additional fees.

12.0 GOVERNING LAW - This proposal, and any work performed pursuant to this proposal, shall be governed by the laws of the jurisdiction within which the 3-E SAFETY SERVICES, LLC facility making the proposal is located. Any action brought hereon shall be venued in said jurisdiction.

13.0 SEVERABILITY - Any provision of this proposal that may be held invalid, void or unenforceable for any reason, shall not affect any other term or condition of this proposal, and such term or condition shall be replaced or interpreted to accomplish the intent of the parties.

14.0 MODIFICATIONS - No modification, waiver or amendment of any of these terms and conditions, including any assignment of Client's rights and responsibilities hereunder, shall be binding upon 3-E SAFETY SERVICES, LLC unless agreed to in a writing signed by an agent of 3-E SAFETY SERVICES, LLC.