

STANDARD TERMS & CONDITIONS

The terms and conditions listed below shall apply to all services performed by Laboratory Testing, Inc. ("LTI"). Contract formation between the parties is expressly conditional on the customer's consent to the terms stated herein. Any proposed changes must be expressly consented to by LTI in writing; otherwise, any term in any order or confirmation of customer which is in addition to or different from the terms herein will not become part of the agreement without LTI's written consent. Any purchase order submitted by the customer shall be subject to these terms and conditions. To the extent a purchase order is accepted by LTI and contains terms that are inconsistent with the terms herein, LTI's Terms and Conditions shall control.

1. The customer agrees to furnish, at customer's expense, all necessary descriptions, information and materials for the services to be performed and to pay for all services rendered in accordance with the schedules and the prices set forth herein.
2. The customer shall be solely responsible for the payment of any and all applicable taxes. LTI assumes no responsibility for collection or disbursement of these taxes, and customer indemnifies and holds LTI harmless for any damages or losses incurred as a result of customer's failure to pay any such taxes.
3. LTI agrees to put forth good faith efforts to perform all services in an expeditious, professional and commercially feasible manner. LTI shall not be subject to liability for failure to perform services or dispatch reports within any stated time period. All correspondences from the customer to LTI shall reference LTI's quotation or estimate number. The customer is responsible for including all required information on each purchase order, to include material traceability, identification and markings required on LTI's test reports. LTI shall not be responsible for delays or errors resulting from customer's failure to submit a complete purchase order.
4. LTI, at its own discretion may designate particular services as "priority." A surcharge will be imposed by LTI for performing priority services. If customer requests that a particular service be considered priority but does not provide a specific timeline, LTI shall complete the requested services in an expedited manner, and will impose the priority surcharge on such services. Priority expedited timelines are not guaranteed, but rather completed on a good faith effort basis.
5. In relation to testing of materials, LTI reserves the right to impose additional charges if material does not conform to optimal properties, such as bent material, material with residue on exterior or interior, rough-cut ends, as well as for cleaning, straightening, or any additional processing of material needed to make material suitable for testing.
6. All fixturing and equipment related to setup costs are sole property of LTI.
7. The customer shall have the right to request changes to its purchase order at any time, but such changes must be submitted in writing and LTI shall grant approval based on its quality guidelines. The customer may also request that LTI issue partial certifications or test reports before all work is complete. The customer shall be obligated to pay additional sums that are incurred on account of such changes as determined by LTI and agreed upon by the customer prior to such change orders. In the case of partial certifications or changes before all work is complete, LTI reserves the right to invoice for the portion of the work performed at the time of partial certification or changes.
8. LTI maintains only the latest approved version of its Quality System Program Manual (QSPM). When the revision and date of LTI's QSPM is required or requested to be listed on material test reports or certificates of compliance, only the revision and date of the current QSPM shall be listed.
9. LTI reserves the right in its sole discretion to refuse to perform a service requested or terminate a service or a purchase order at any time due to health, safety, legal, moral or operational reasons. LTI also reserves the right to immediately stop performance, terminate active purchase orders and retain any reports generated by LTI as collateral, in the event customer materially breaches these terms and conditions, (including the customer's failure to pay LTI in accordance with these terms and conditions). In addition, in the event of such material breach, customer waives all warranties related to the services received.
10. In the event customer enters into a contract with LTI, and customer thereafter fails to or becomes unable to perform its obligations or pay amounts due under a purchase order, customer shall remain liable for the outstanding balance owed under the purchase order.
11. LTI shall not be responsible for damage to or destruction of any materials submitted by the customer for services. Analyzed samples will be kept on file for thirty (30) days after completion of service, and then disposed of in accordance with federal, state and local regulations, unless previous specific written instructions from the customer are received and approved by LTI. Charges for storage of samples beyond thirty (30) days and any other expenses incurred by LTI which are not specifically included in the agreement with customer shall be reimbursed by customer together with the total amount due thereunder. All shipping charges incurred in the execution of returning material to the customer are the responsibility of the customer and the customer agrees to pay said charges.
12. LTI agrees to perform the requested services whenever possible in accordance with techniques and practices that comport with industry standards. In the event that LTI provides erroneous results, LTI's entire liability, and the customer's exclusive remedy, is limited to LTI repeating the services without cost to the customer, or making a refund to the customer for the price of the services charged to the customer for the services that resulted in the erroneous results, at the sole discretion of LTI.
13. Customer agrees that the warranties and remedies set forth herein relating to LTI's services are exclusive and are specifically in lieu of any other obligation, warranty or remedy. No other warranty, express or implied, shall apply, including any implied warranty of merchantability, fitness for a particular purpose or of non-infringement, all of which are expressly disclaimed.
14. In the event of acts of Government authority, acts of God, power disruption, machine malfunction, or other similar contingencies beyond our control, LTI is not responsible if the circumstances do not produce a reasonable or usable result. The buyer may still be required to pay for time and effort involved in test and LTI will work with purchaser on the best path forward for the services rendered.
15. Service reports generated under this agreement shall become the customer's sole property, subject to LTI's written authorization whenever the customer wishes to communicate the contents thereof, in whole or in part to any third party, which authorization LTI agrees not to unreasonably withhold. The customer agrees that neither the LTI name nor logo nor any of the service information provided by LTI shall be used in any promotional literature or advertisement of the material, product or product line for which LTI rendered the service report, and that the information contained in the service report is not a guarantee or warranty of the customer's material or product for any purposes whatsoever.
16. The results of any service will be sent to the customer by email unless other arrangements are specified and paid for by the customer on his original service request.

17. The customer shall assume full and complete responsibility concerning the use of service reports, and the customer specifically agrees to indemnify and hold harmless LTI and its officers, directors, shareholders, employees, agents and representatives against any and all claims, demands, liabilities, losses, damages of any kind, and all costs or charges in connection therewith arising out of any and all services provided by LTI, including, but not limited to, the use of the service report, including any direct and consequential damages of any nature whatsoever. LTI assumes no responsibility and, except as herein provided, shall have no liability of any kind with respect to the use by the customer or by any third party of information contained in the service reports.
18. Customer acknowledges that any and all proprietary information of LTI, including but not limited to trademarks, price lists, service marks, copyrights, and LTI set-up or work instructions, are exclusively proprietary to LTI. Customer shall not, without LTI's prior written consent, use such information in whole or in part for its own benefit or to LTI's detriment or disclose such information in whole or in part to any other person.
19. Statements of Conformity, Measurement Uncertainty, Methods, and Acceptance Criteria:
 - a. Statements of conformity resulting from calibrations or tests performed by LTI will not take into account the reported or understood measurement uncertainty unless otherwise specified. This is a shared risk decision rule which the customer also has responsibility for determining acceptance of the results.
 - b. The methods developed and used by LTI are based on the current revisions of international, national or industry standards unless otherwise specified. Methods can be reviewed by customer upon request.
 - c. The acceptance criteria for measurements, tests, examinations or calibrations performed by LTI are based on standard, industry and/or manufacturer specifications unless otherwise specified.
 - d. The customer must communicate to LTI in writing, on their Purchase Order or as appropriate, if they do not agree or have alternate requirements or questions, which may require additional discussion and Contract Review. Otherwise, the above-listed LTI statements of conformity shall apply.
20. LTI shall keep all of customer's information confidential, and shall be used by LTI only to the extent necessary to perform its obligations hereunder. LTI shall not, without the prior written consent of the customer, in any manner advertise or publish the fact that customer has placed an order with LTI.
21. At all times while the contract is in effect (including change orders, extensions, or renewals), and for a period of (2) years thereafter, LTI's customer shall not directly or indirectly, hire, or solicit for hire, as an employee, agent, or consultant, any present or future employee or independent contractor of LTI and its affiliates, including, without limitation, any employee, consultant or contractor servicing customer's account, without the express prior written consent of LTI.
22. It is possible that changed conditions or unforeseen conditions or occurrences may be encountered which substantially alter the necessary services or the risks involved in completing our services. If this occurs, LTI will promptly notify and consult with the customer, but will act based on our sole judgement where risk to our personnel is involved. Possible actions could include:
 - a. Complete the original scope of services in accordance with the procedures and specifications originally intended in our proposal, if practicable in our sole judgement;
 - b. Agree with the customer to modify the scope of services and the estimate of charges to include the study of the unforeseen conditions or occurrences, with revision agreed in writing;
 - c. Terminate the services effective on the date specified by us in writing.
23. No failure on the part of either party to exercise and no delay in exercising any right hereunder shall operate as a waiver of such right nor shall any single or partial exercise of such right preclude any other further exercise thereof or the exercise of any other right.
24. If the performance of any obligation under this agreement (other than the payment of money) is prevented, materially restricted or materially interfered with by reason of war, civil commotion, embargo, strike or any other act which is beyond the reasonable control of the party affected and such non-performance could not have been prevented by reasonable precautions, then the party so affected shall, upon giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction or interference; provided, that the party so affected shall use commercially reasonable efforts to avoid and remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
25. In the case where the customer requests an amendment or revision of certifications or test reports after original issuance and invoicing, LTI reserves the right to verify the acceptability of such amendments and to charge additional sums that are incurred on account of such amendments as determined by LTI and agreed upon by purchaser prior to commencement of work.
26. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, where permitted by this agreement. Neither this agreement nor any right granted hereby may be assigned by the customer voluntarily or by operation of law without the prior written consent of LTI.
27. This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto agree that any disputes or controversies arising out of or related to this Agreement shall be settled and determined by arbitration in accordance with the rules of the American Arbitration Association in Montgomery County, Pennsylvania. The arbitrators, in their discretion, may award specific performance or injunctive relief and reasonable attorneys' fees and expenses to any party in any such arbitration. The arbitration award shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction thereof.
28. Customer agrees that LTI shall have the right to collect from customer its reasonable expenses incurred in enforcing these terms and conditions, including attorneys' fees.
29. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. This agreement, consisting of the above terms, sets forth the entire agreement between the parties, and may not be modified, amended, assigned, supplemented, or rescinded, nor any provision hereof waived, except by an instrument in writing executed by a duly authorized representative of the parties hereto.