

SPEC LAB LLC TERMS AND CONDITIONS

Payment is not contingent on Client's receipt of payment from any other party.

1. SCOPE

These Terms and Conditions (Terms) apply to any Order (defined below) received by SPEC LAB, LLC (SPEC) for laboratory or sampling services (Services). These Terms together with the Estimate or Chain of Custody Form applicable to such Order constitutes the entire agreement (Agreement) between the purchaser of Services (Client) and SPEC and supersedes any prior understanding, whether written or oral. In limited cases, SPEC may enter a separate written agreement with a Client containing terms for SPEC's performance of Services. When such agreement expressly states that it is intended to control and it is signed by both parties, then in the event of a conflict between these Terms and such written agreement with regard to a particular order, the terms of such written agreement will be controlling. Otherwise, these Terms apply without limitation to all Services performed by SPEC. These Terms prevail over any of Client's general terms and conditions of purchase regardless of whether or when Client has submitted its purchase order or such terms. Fulfillment of Client's order does not constitute acceptance of any of Client's terms and conditions and does not serve to modify or amend these Terms.

2. ORDER PROCEDURE

A Client may request Services through our webstore, via email, in person, by phone, or by submission of a written Chain of Custody Form (COC). The order is not an "Order" until it is confirmed. Confirmation occurs when, as applicable, the Client submits a signed COC to SPEC, Client accepts the Estimate issued by SPEC, or Client purchases test(s) through our webstore.

3. CHANGE ORDERS; CANCELLATION

Changes to any Order (including scope of work, specifications and timelines) may be initiated by Client after SPEC has accepted the samples for testing but must be made prior to analysis. Any such changes will be documented in writing and may result in a change of cost and turnaround time commitment. Any changes to an Order are not deemed accepted until approved in writing by SPEC. SPEC's acceptance of any such requested changes is contingent upon operational capacity and technical feasibility.

Client may cancel any Order at any time; provided, however, that in the event of any such cancellation, Client shall remain responsible for payment for Services already rendered and any out-of-pocket expenses incurred by SPEC through the date of cancellation.

4. PRICING; PAYMENT TERMS

Pricing for Services is as set forth in SPEC's then current applicable price schedule unless otherwise specified in the applicable Estimate. Additional charges may be assessed for some Services. For example, increased scope of work or where samples require multiple extractions or additional preparation. Prices for Services are subject to change at any time without notice.

Payment is required in advance for all orders placed through our webstore. For all other orders, payment terms are net 30 days of invoice date. Any invoice which remains outstanding after the due date may be charged a late fee of \$50, in addition to being subject to interest at the lesser of the maximum amount permitted by law or 1.5% per month on the unpaid balance. Any disputes regarding invoices must be provided to SPEC in writing within 30 days of the invoice date.

SPEC reserves the right to pursue all appropriate remedies in the event of a late payment, including but not limited to withholding delivery of test results or other data, suspension of work and pursuing payment through legal proceeding, including use of an attorney. Client shall pay all reasonable costs and fees associated with any collection procedures or other legal proceedings resulting from late payment.

5. CONSULTANTS AS CLIENTS

Where the Client submits samples for testing or otherwise purchases Services under these Terms in its capacity as a consulting firm, environmental professional, or other type of independent contractor performing sampling, testing coordination, or related services on behalf of a third party(ies), Client is responsible for such third party(ies) compliance with these Terms, including without limitation, requirements for sample condition and labeling, replacement costs for rented or loaned containers and usage restrictions regarding Final Reports. Client represents and warrants that it has all necessary authority, permissions, consents and contractual rights to submit samples to SPEC on behalf of such third party(ies), including without limitation, the right to take the samples, submit the samples to SPEC, and receive, use, and disseminate the resulting data and reports. Client is and shall remain solely responsible for its agreements, representations, and obligations to any such third party(ies).

6. USE OF SUBCONTRACTORS BY SPEC

SPEC reserves the right to subcontract out Services. Examples of situations where this may occur include: instrumentation problems, special methods, or circumstances outside of SPEC's control. Additional charges may be incurred for subcontracted analyses and prices for such work are subject to change. SPEC will use commercially reasonable efforts to notify Client in advance of subcontracting Services and to advise Client of any resulting changes in pricing or turnaround time.

7. TESTING KITS

Where SPEC provides sample collection kits, containers, preservatives, or other consumables for PFAS testing (Testing Kits), SPEC represents and warrants that the Testing Kit has been commercially cleared for PFAS contamination in accordance with SPEC's quality system prior to shipment, or pickup, as applicable. SPEC EXPRESSLY DISCLAIMS RESPONSIBILITY FOR ANY ISSUES ARISING OUT OF THE HANDLING, STORAGE, CUSTODY, OR CONDITION OF ANY TESTING KIT ONCE IT LEAVES SPEC'S FACILITY.

8. SAMPLE SUBMISSION AND TRANSPORT; HANDLING REQUIREMENTS

For all Services, Client is responsible for the conditions under which the samples are collected and for conditions in or about the sampling site. Client shall ensure SPEC is provided with all information required to enable SPEC to perform Services on such samples safely. Except where SPEC has collected the samples, Client is responsible for proper packaging, labeling, and arranging for transport of samples in a safe and stable condition and in compliance with applicable laws, including where samples contain hazardous materials. Where SPEC has collected the samples, Client is not responsible for arranging transport of the specimens to SPEC's facilities.

Testing kits will be shipped to Client FOB Client's address listed in the Estimate or COC, as applicable; provided, however, that in the alternative, Client may expressly elect to pick the testing kits up at SPEC's facility. For samples, except where SPEC has collected the samples directly, Client is responsible for arranging transport of samples DAP (Delivered at Place) SPEC's facilities. Prior to SPEC's acceptance of any samples, the entire risk of loss or damage to samples remains with Client..

All samples/materials delivered to SPEC must be in a condition that allows for the preparation of analysis and reports. All samples must be clearly labeled and identified. SPEC reserves the right to refuse or revoke acceptance of any sample delivery which SPEC, in its sole

discretion, deems insufficient for analysis or poses any health, safety or environmental risk.

SPEC is not responsible for compliance with holding time restrictions that are exceeded because of Client's delay, exceed the applicable hold time range set out in SPEC's FAQs for any reason or because samples are delivered on weekends, holidays or after business hours.

TURN-AROUND TIMES, AND TEST DATA DELIVERY DATES ARE ESTIMATES ONLY AND ARE NOT GUARANTEED BY SPEC. CLIENT IS SOLELY RESPONSIBLE FOR ADVISING SPEC OF APPLICABLE HOLDING TIMES IN ADVANCE.

Rush analyses may be available for certain Services at an additional charge and must be arranged in advance.

Client shall be responsible for the repair or replacement cost, as applicable, of any sample collection containers rented or loaned to Client by SPEC in the event of damage, loss or delay in the timely return of such containers.

9. ANALYTICAL METHODOLOGY; REPORTS; DEIDENTIFIED DATA

SPEC will use analytical methodologies in substantial conformity with published test methods for accredited tests as well as novel proprietary methods and technology for unaccredited tests. SPEC reserves the right to deviate from any such methodologies as necessary or appropriate, based on SPEC's reasonable judgment and consistent with recognized industry standards and SPEC's quality manuals.

Final results reports (Final Reports) delivered to Client are the property of Client. Client hereby agrees it shall not modify Final Reports in any way, including without limitation, deletion or alteration of data points.

All original computations, reports, and other documents and plans prepared by or on behalf of SPEC in connection with the Services are and remain the property of SPEC. Third party requests for data and information will be referred to Client. If SPEC is required by law or agency order to release confidential data related to any Services provided to Client, SPEC will notify the client, except where prohibited by law.

CLIENT ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANY OTHER PROVISION HEREIN, SPEC MAY USE DE-IDENTIFIED AND ANONYMIZED DATA FOR ANY PURPOSE, WHETHER INTERNAL OR EXTERNAL, INCLUDING PUBLISHING SUCH DATA IN TECHNICAL JOURNALS, BENCHMARKING AND OTHER RESEARCH ACTIVITIES. Without limiting the foregoing, SPEC will own all right, title and interest in and to any reports, summaries, compilations, analysis, statistics or other information derived from de-identified and anonymized data and all underlying intellectual property rights.

10. SAMPLE RETENTION AND DISPOSAL

Unless otherwise agreed to in writing by SPEC, all samples shall be retained for a period of at least sixty (60) calendar days after receipt by SPEC. Pre-arranged long-term storage will be subject to additional charges. Samples may be discarded or destroyed at the expiration of the applicable retention period (or such other date as agreed to in writing between SPEC and Client) without further notice. Client may request the return of unused sample materials prior to the scheduled disposal, and such samples shall be returned to the Client at Client's sole expense and risk. SPEC reserves the right to impose additional fees for surplus sample disposal or returning samples to the Client. If Client's samples require SPEC special handling and disposal practices due to sample constituents outside of SPEC's existing, defined waste stream profiles, SPEC reserves the right in its sole discretion to either return the samples

to the Client at Client's sole cost and risk or charge Client additional disposal fees.

11. DISCLAIMER

SPEC CANNOT GUARANTEE TESTING OUTCOMES OR TESTING RESULTS AND EXPRESSLY DISCLAIMS LIABILITY FOR ANY ISSUES ARISING OUT OF CLIENT'S SPECIFICATIONS. SPEC PURCHASES ITS TESTING SUPPLIES FROM THIRD PARTY VENDORS AND CANNOT BE HELD RESPONSIBLE FOR ISSUES ARISING OUT OF MALFUNCTION OR SUBSTANDARD PERFORMANCE OF SUCH TESTING SUPPLIES.

12. LIMIT ON LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL SPEC BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SPEC'S PERFORMANCE OF SERVICES OR BREACH OF THIS AGREEMENT REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

EXCEPT WHERE PROHIBITED BY LAW, SPEC'S MAXIMUM AGGREGATE LIABILITY TO CLIENT FOR ANY AND ALL CLAIMS UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO SPEC BY CLIENT UNDER THE APPLICABLE ORDER.

THE FOREGOING LIMITATIONS WILL NOT APPLY TO SPEC'S LIABILITY ARISING FROM ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT THAT RESULTS IN BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY.

13. INDEMNITY

Client shall indemnify, defend and hold SPEC and its subcontractor's respective members, shareholders, employees, officers, directors, and agents (SPEC Indemnitees), harmless from and against any and all suits, losses, liabilities, damages, awards, claims, settlements, costs and expenses, including reasonable attorney fees (Losses), arising out of: (a) the transportation, handling or disposal of Client's samples; and (b) Client's use and dissemination of the testing results from the Services, including without limitation any resulting injury, disease, or death of persons, loss of or damage to property or reputation. This indemnity does not apply to any Losses caused solely by the gross negligence or willful misconduct of any SPEC Indemnitee. SPEC shall have the right, at its expense and option, to participate in the defense and/or settlement of any such claim or action. In no event shall Client settle any suit or claim imposing any liability or other obligations on SPEC without SPEC's prior written consent.

14. NO RIGHT OF RELIANCE; NO BENEFIT FOR THIRD PARTIES;

SPEC SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR CLIENT'S USE OF OR RELIANCE ON THE DATA, INFORMATION OR REPORTS FURNISHED BY SPEC. The Services are provided solely for the benefit of Client and not for any third parties. SPEC shall not be deemed to have assumed any professional, fiduciary, or advisory duty to any third party by virtue of performing Services under this Agreement.

15. FORCE MAJEURE

SPEC shall not be responsible in any way for errors, damage, delay or failure to perform Services due to unforeseen circumstances or causes beyond its control, or which result from compliance with any governmental requests or applicable laws and/or regulations.

16. LITIGATION ASSISTANCE

Client agrees to pay SPEC for time and expenses at a rate of \$200 per hour incurred in the event SPEC is required or requested to assist Client or an opposing party in litigation matters involving samples tested by SPEC under the Order, including without limitation, responding to discovery requests, depositions, document production, and consulting with Client's counsel.

17. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

18. MISCELLANEOUS PROVISIONS

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. This Agreement will be governed by and construed according to Oregon law, without regard to its conflict of laws principles.

All disputes or claims arising out of, related to, or in connection with this Agreement will be resolved exclusively by binding arbitration in Eugene, Oregon, whether arising prior to or after the date of this agreement. Any arbitration proceeding hereunder will be governed by the provisions of ORS 36.600, et. seq, as amended from time to time. The arbitrator will be one mutually selected by the parties or, if they cannot agree within ten (10) days after the service of a notice of arbitration by the aggrieved party upon the other, an arbitrator will be selected by the Circuit Court in Lane County as provided in ORS 36.645 (Appointment of Arbitrator).

The parties waive any right they may have to a jury trial, and further waive any right to initiate any action in state or federal court prior to appointment of an arbitrator and the arbitrator's authorization to act except for the limited purpose of: (a) compelling arbitration after a party has refused to accept a request to arbitrate; (b) compelling selection of an arbitrator as provided in ORS 36.645; and (c) obtaining provisional relief as provided in ORS 36.630 (Provisional Remedies). The exclusive jurisdiction and venue for any such court proceeding will be Lane County Circuit Court, Eugene, Oregon.