

Terramor Technologies Terms and Conditions

1. Sample Submission and Documentation - A completed Order form must accompany all samples. Amendments to any samples already received by Terramor Technologies must be submitted in writing via email before changes will be made. Once samples are in lab preparation, no changes will be accepted.

2. Shipping and Receiving - Terramor Technologies recommends USPS or UPS shipping for samples submitted within the continental United States. Client remains responsible for the goods in transit to Terramor Technologies location. Client will use an appropriate size box or envelope. Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client. In no event will Terramor Technologies have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Terramor Technologies. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to Terramor Technologies' premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws. Terramor Technologies has no client visiting hours. All Samples are delivered to PO Box 420 Island Pond, VT 05846

3. Sample Turnaround - Terramor Technologies provides average turnaround times of 5 - 7 Business days unless RapidTest™ is chosen. RapidTest™ has a 72hr (business days) turnaround time. Business Days do not include weekends and holidays. Work performed on weekends and holidays must be pre-arranged and will incur a significant surcharge.

4. Sample Retention - Samples will be retained by Terramor Technologies for a minimum of 30 days after analysis. Samples older than 30 days will be destroyed according to Local, State and Federal Guidelines .

5. Payment - Terramor Technologies requires all payments upon sample submission.

6. Liability - Terramor Technologies shall not be held liable to client or to any third party for any consequential, incidental or indirect damages, including any lost profit or lost savings arising out of or in connection with Terramor Technologies' service hereunder or the delivery, use reliance upon or interpretation of the test data results by client or any third party. In no event shall Terramor Technologies be liable to client or any third party, whether based upon theories of tort, contract or any legal or equitable theory, in excess of the amount paid to Terramor Technologies by client hereunder.

7. Indemnification - Client shall indemnify and hold harmless Terramor Technologies and all of its agents, employees, officers, and directors from and against any and all claims, damages, losses, and expenses, included but not limited to reasonable attorney's fees, arising out of or resulting from the performance of Terramor Technologies' service hereunder.

I/We have read and understand Terramor Technologies' terms and conditions and understand that submittal of samples to Terramor Technologies for analysis constitutes agreement of all prices and conditions provided to me by Terramor Technologies. I/We authorize your investigation of the information provided on the Client Order Form and/or the TerraLabs™ Web Portal or any subsequent documents requested. Should collection of unpaid balances become necessary, I/We agree to pay all costs incurred, including a reasonable attorney's fee. By using the Web Portal at TerraLabs™ or submitting samples to Terramor Technologies I/We agree to these Terms and Conditions.