

General Terms and Conditions of Service

1. General

- (a) By sending samples to AGAT Laboratories Inc. ("AGAT"), the client acknowledges that they have read and do hereby accept the terms and conditions contained in this document. Should another agreement be in place between both parties, and in the event of any inconsistency or conflict between the prior agreement and this document, the prior agreement should prevail and govern the contractual obligations between both parties
- (b) For the purposes of this agreement, AGAT will provide services and related reporting described in the accompanying tender or quotation to the Client, which combined with these terms and conditions will hereafter be called the "Agreement".
- (c) Unless otherwise agreed in writing, all offers for services and all resulting contractual relationship(s) between any of the affiliated companies of AGAT or any of their agents (each a "Company") and the Client (the "Contractual Relationship(s)") shall be governed by these general terms and conditions of service (hereinafter the "GTC").
- (d) Unless AGAT receives prior written instructions to the contrary from the Client, no other party is entitled to give instructions, particularly on the scope of the Services or the delivery of reports or certificates resulting therefrom (the "Certificates of Analysis"). The Client hereby irrevocably authorizes AGAT to deliver Certificates of Analysis to a third party where so instructed by the Client.
- (e) In the event of any variances between these GTC and other terms and conditions contained in purchase orders or other documentation relating to services and reporting not specifically agreed to in writing by AGAT, these GTC will take precedence.
- (f) This agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.
- (b) Information stated in Certificates of Analysis is derived from results of inspection or testing procedures performed in accordance with instructions from Client, and/or our assessment of such results on the basis of any technical standards, generally accepted procedures or practices, standard methods, or other methods and/or requirements which in our professional opinion be taken into account. Measurement Uncertainty is not taken into consideration when stating conformity with a specified requirement (Decision Rule).
- (c) AGAT reserves the right to re-analyze any samples without Client consent as part of Quality Assurance/Quality Control procedures. Re-analysis shall be limited to confirming prior results unless otherwise agreed, where the Client will be responsible for additional fees if the results of the re-analysis in accordance with 2(b) confirm the original findings.
- (d) Any report, findings, results, statements, certificates supplied by AGAT (AGAT Report) is issued on the basis of testing samples or materials using information and/or documentation provided by, or on behalf of, the Client, and contain AGAT's opinion on the sample(s) only and do not express any opinion on the batch lot from which the sample(s) originated. AGAT is under no obligation to refer to, or provide information on, any facts or circumstances that are outside the specific instructions received from the Client.
- (e) The Client acknowledges and agrees that any and all discoveries, formulations, improvements, know-how, methods, practices, procedures, processes, proprietary materials, software programs, systems, techniques, and trade secrets, whether or not patentable or copyrightable, is considered AGAT Intellectual Property.
- (f) Neither AGAT, nor the Client, will disclose Confidential Information (including information released in a public domain) of either party to any third party without prior written consent of the other party, unless required by law. AGAT and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.

2. Provision of Services

- (a) AGAT will provide services with reasonable degree of care, skill and diligence, in accordance with Client's instructions and agreed to by AGAT, or, in the absence of such instructions:
 - i. the terms of any chain of custody and analytical testing order form or standard specification sheet of AGAT; and/or
 - ii. any accepted standard protocols, generally accepted practices and methods; and/or
 - iii. such methods as AGAT considers appropriate on technical, operational and/or financial bases.
- (g) AGAT may delegate performance of all or part of the Services to an agent or subcontractor and the Client gives AGAT consent to disclose all information necessary for performance of the Service by the agent or subcontractor. The agent or subcontractor act solely on AGAT's behalf and have no authority to bind the Client. AGAT reserves the right to develop analytical methods internally and can automatically defer any subcontracted work to be performed internally following validation of equivalent methods with provisions for achieving requirements for suitable detection limits for testing.
- (h) Client agrees that AGAT is not responsible for the condition or calibration of apparatus, instruments and measuring devices

used, analytical methods applied, or the qualifications, actions or omissions by subcontractor and/or third party personnel nor the analytical test result(s) provided by them. Subcontractors must be accredited or licensed by the appropriate body to meet the requirements of the applicable standard or regulatory authority and approved by the client, where required as such.

- (i) Client samples suspected to be hazardous must be clearly marked by the Client when relinquishing to AGAT for handling, processing and testing. AGAT will safely dispose hazardous samples at additional cost to the Client, or, Client may choose to take custody of the samples after testing is completed to be disposed at Client's own expense.
- (j) Samples identified as potentially hazardous for Environmental submissions, whether through prior notification or laboratory identification, may have extended turnaround times beyond the date provided in the sample receipt notification. This extension is due to the additional handling, precautions, and necessary dilutions required for the processing of these samples.
- (k) AGAT reserves the right to refuse or revoke services for any sample(s) that:
 - i. does not meet sample testing requirements for sample quantity, preservation, container type, storage conditions, holding periods, or other sample requirements necessary for testing;
 - ii. where short holding periods (beyond 48 hours post sampling, or half the regulatory sample holding time for the requested test) would pose undue pressure on laboratory processes and that may compromise test results;
 - iii. poses undue health or contamination risks during handling, processing, analysis, storage, or other potential risk to health and the environment;
- (l) Client samples for analysis will be retained for a maximum of 30 days or shorter time period as the nature of the samples permits. The Client may take custody of the samples after testing is completed, or samples will be disposed at AGAT's discretion and AGAT relinquishing any responsibility for such samples; any additional costs for hazardous sample disposal will be charged to the Client.
- (m) Storage of samples for more than 30 days will incur billable storage fees and payable by the Client. Additional costs for handling and freight will be incurred by Client if samples are to be returned or relinquished to any third party. AGAT assumes no responsibility or liability for any third-party shipping or delivery carrier to, or from, any AGAT facility.
- (n) Charges for shipments delivered to the client sent from AGAT by regular ground transportation are to be paid by the Client, unless another payment schedule has been agreed upon by both the Client and AGAT. Return shipments of all samples will be the responsibility of the Client unless dropped off at an AGAT Branch Location (For remote AGAT Branch locations, shipping charges may apply). For information on AGAT Branches, contact your Client Service Representative. AGAT accepts full custody and responsibility of samples at the time of arrival to an AGAT Branch

or Laboratory facility. Depots used in conjunction with AGAT for the transportation of Client samples are offered as an option for convenience, however Depots are not deemed a custody point for AGAT, therefore AGAT will not assume responsibility until the shipment has arrived at an AGAT Branch or Laboratory.

- (o) Any samples placed "on hold" by the Client, without a request for analysis, will be billable to cover costs for sample containers, administrative costs for sample acceptance, sample storage, transportation and/or disposal. If analysis and holds are both requested on the CoC, by default the analysis will be assigned and completed. Samples required to be kept on hold or extracted only must be clearly identified.
- (p) Samples being analyzed for the purpose of legal proceedings will be subject to additional fees. Please consult with your Client Service Representative for details on Legal Analysis before sample submission, or request for sampling supplies.
- (q) By submitting samples to AGAT, the client agrees to all analytical methods listed in the AGAT Quotation. Any modifications to prescriptive methods will be indicated.

3. Client Obligations

The Client:

- (a) is responsible for ensuring that sufficient information, instructions, records and necessary documents are available, and provided to AGAT in due time, to enable the required services to be performed without undue pressure and in a timely fashion;
- (b) is responsible for informing AGAT of any required analytical test detection limits (reportable detection limit, or RDL) at the time of the request for price quotation and/or sample submission.
- (c) must take necessary steps to mitigate and remove any known health and safety hazards or obstacles that may hinder or interrupt the performance of services by AGAT;
- (d) will provide any special equipment and personnel necessary for the performance of the Services, if/when required by AGAT;
- (e) will ensure all necessary measures are taken for the safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on AGAT's advice, whether required or not;
- (f) will provide written notice to AGAT, in advance of all known safety and health hazards or dangers, actual or potential, as well as special procedures associated with performance of services, sampling procedures, handling and storage of samples, testing of samples, including, but not limited to, presence or risk of radiation, biological hazards, toxic or noxious or explosive components, physical hazards, and environmental pollution or poisons;
- (g) assumes full responsibility for any rented sampling equipment, containers, and supplies, including any repair or replacement costs for loss or damages, at AGAT's sole discretion.

- (h) Any certificate of analysis issued by AGAT shall not be altered or reproduced except in full, without the written consent of the laboratory. Interpretation and use of the test results are the sole responsibility of the Client. AGAT will not be liable for any manipulation or alteration of the results or information contained within certificates of analyses by the Client or third party.
- (i) AGAT may require the Client to execute a Non-Disclosure Agreement prior to any site visit or audit involving third-party access to proprietary process or data. AGAT must exclude proprietary SOPs and processes. Only relevant data shall be reviewed.

4. Fees and Payments

- (a) All prices quoted by AGAT (in USD) are subject to change without notice and exclusive of applicable Federal or State taxes, unless otherwise stated. Refer to each AGAT service division to find out where rush surcharges and holding costs will be applicable.
- (b) For Clients with an approved credit account with AGAT, payment terms are 30 days from the date of billing with late payment charge of 2% per month applied to all overdue accounts. In no case shall payment be contingent upon payment by any third party.
- (c) For Clients who may want to increase credit limit, AGAT will exercise the right to request an update to the Client's credit information. AGAT reserves the right to request updated credit information annually, or as deemed appropriate and necessary.
- (d) For Clients without an approved credit account, payment is due on the date samples are delivered to AGAT, or prior to commencement of service orders. AGAT reserves the right to refuse or withhold services, or the delivery of reports or certificates, if payment is not provided in these cases. All credit card payments are subject to a 3.5% payment processing fee.
- (e) Fees not established between AGAT and Client at the time a service order is placed or a contract is negotiated, shall be billed at AGAT's standard rates (subject to change without notice) and all applicable taxes payable by Client.
- (f) A minimum charge (before taxes) per service order is applied at invoice, as necessary, to cover logistical and administrative costs. For further cost details, contact your Client Service Representative.
- (g) Administrative Processing Fee: An administrative processing fee will apply to each analytical workorder to cover the administrative overhead for the creation of each workorder and invoice within the system.
- (h) The Client shall not be entitled to retain or defer payment of any sums due to AGAT on account of any dispute, counter claim or set off which it may allege against AGAT. Accounts overdue by 90 days or more may be referred to a collections agency, and Client shall pay all collection costs, including legal fees and other related costs.
- (i) AGAT reserves the right to withhold services or the delivery of

reports or certificates of analysis for overdue accounts and/or when credit limit is exceeded. Information and analytical data generated by AGAT services are the Client's property only on receipt of payment in full by AGAT.

- (j) In the event of unforeseen problems or expenses that may arise in the course of carrying out the Service Agreement, AGAT shall endeavor to inform the Client and shall be entitled to charge additional fees to cover extra time and cost
- (k) Pricing may be subject to increase each calendar year. Pricing changes will be established by either referencing the Consumer Price Index (CPI) or determined by AGAT on a per region per service division basis. A pricing review may also be conducted at any time if significant changes to AGAT's costs are incurred beyond AGAT's control. This may include, but is not limited to, changes in legislative requirements, Client variations to sample numbers, analytes requested, turnaround time requested, or reporting requirements.
- (l) If AGAT is unable to perform all or part of the Services for any reason whatsoever, outside its control, including failure by Client to comply with any of its obligations provided for in Section 3, AGAT shall nevertheless be entitled to payment of:
 - i. the amount of all non-refundable expenses incurred by AGAT; and
 - ii. a portion of the agreed fee, equal to the proportion of services actually performed. At any time during the term of the Agreement, AGAT and the Client shall be entitled to immediately and without liability, either suspend or terminate this Agreement for convenience.
- (m) Unless AGAT receives written notice on sample submission by way of identification of a project specific quote number on the chain of custody, all pricing applied will default to the applicable Client Standing Offer rates.

5. Suspension or Termination of Services

- (a) Either party may terminate this Agreement for convenience upon thirty (30) days prior written notice. AGAT shall be paid for all services rendered and costs incurred up to the termination date.

6. Liability and Indemnification

- (a) AGAT's sole responsibility is to perform the Services in accordance with generally accepted professional standards using accepted and where applicable, accredited testing methodologies and procedures, unless less stringent standards or methods are prescribed by the client.
- (b) AGAT's liability in connection with any delay, performance or non-performance of the Services is only to the Client, and does not extend to either party's successors, assigns, associates, affiliates, officers, employees, directors, contractors, customers or to any other third party, and is limited to the actual cost of the specific analyses included in the Services, capped at \$5,000USD.

- (c) AGAT has no liability whatsoever for indirect, exemplary, incidental, special or punitive damages, consequential loss, including without limitation, lost profits, loss of business, loss of opportunity, loss of good will, and cost of product recall, even if AGAT has been advised of the possibility of such damages. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.

Except as aforesaid, AGAT disclaims all warranties, expressed or implied, including without limitation any warranties of merchantability or fitness for a particular purpose.

- (d) The Client shall guarantee, hold harmless and indemnify AGAT and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of any nature, including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance of the Services
- (e) Any non-performance or delay in performance resulting from a Force Majeure event will not be deemed as a breach to these GTC. In the event of a termination due to a Force Majeure event, AGAT will be paid by the client for all work performed before and up to the date of termination.
- (f) AGAT carries the appropriate limits of Workers' Compensation, Employers' Liability Insurance, and Public Liability and Property Damage Insurance. Certificates of Insurance will be provided upon request.
- (g) AGAT Laboratories is accredited by multiple governing bodies across all and specific to each service division and region across Canada and the US. Such organizations include the Standards Council of Canada (SCC), the Canadian Association for Laboratory Accreditation (CALA), American Association for Laboratory Accreditation (A2LA), ANSI National Accreditation Board (ANAB), and SAI Global. AGAT follows the requirements of the applicable ISO/IEC 17025 and ISO 9001 standards, as well as national and regional regulatory bodies where applicable. For a full list of accredited analytes and scopes of accreditation please visit: [AGAT Quality & Accreditation](#)
- (h) If there is an actual and material failure, defect or deficiency in any particular Work conducted by AGAT laboratories, the Client must notify AGAT in writing within thirty (30) calendar days after the date the Certificate of Analysis is issued by AGAT. AGAT reserves right to decline if not technically feasible. Re-analysis will be limited to affected parameters. AGAT Laboratories liability is limited to the cost of the analysis, however, at AGAT's sole discretion, may perform corrective and remedial services to remedy such Notified Deficiency.

Such corrective or remedial work shall include, but is not limited to:

1. Re-sampling costs – direct costs only with a maximum labour multiple rate of 1.7X
2. Direct expenses such as mileage and accommodation
3. Third party expenses such as drilling contractors – direct costs with no markup
4. Re-analysis costs

No remedial work shall be reimbursed unless authorized in writing by AGAT. Third Party expenses must be supported by providing AGAT with copies of invoices.

7. Miscellaneous

- (a) If any one or more provisions of the GTC are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the Services, and for a period of one year thereafter, the Client shall not directly or indirectly entice, encourage or make any offer to AGAT's employees to leave their employment with AGAT.
- (c) Use of AGAT's corporate name or registered marks for advertising purposes is not permitted without AGAT's prior written consent.

8. Division Specific

Please refer to the following sections for division specific terms and conditions:

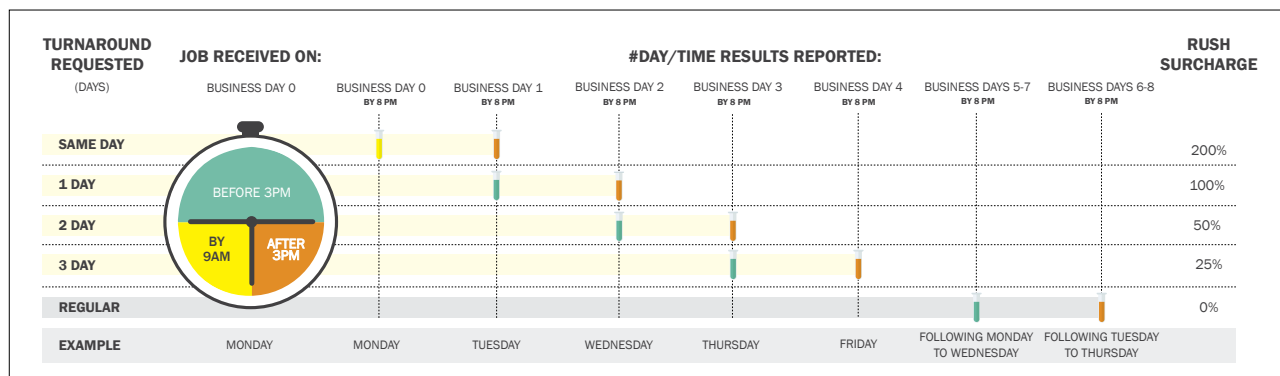
- A** - Environmental
- B** - Lubricants Testing
- C** - Mining and Geochemistry
- D** - Stacks and Air Monitoring
- E** - Rock Properties (Includes Core, Geology, Reservoir Characterization, and Rock Mechanics)
- F** - Petroleum Testing
- G** - Food Testing
- H** - Ultra Trace and Toxicology
- I** - Environmental Toxicology (Ecotoxicology)
- J** - Air Equipment Rental
- K** - Forensics

Division Specific Terms and Conditions of Service

A - Environmental

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State taxes, unless otherwise stated. If an AGAT quote number is not provided on the Chain of Custody (COC) standard rates will apply and invoice re-issue fees applicable if changes required. Additional costs for expedited services are as follows:

ENVIRONMENTAL ROUTINE TESTING TURNAROUND TIME



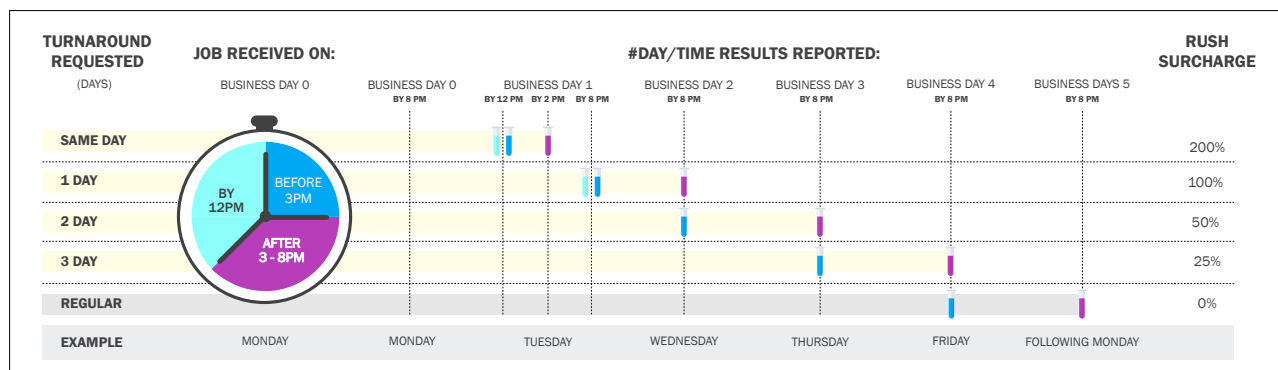
*Please contact your Client Service Representative for business hours and other information

**TCLP (EPA 1311) require a minimum of 3 days with the surcharge of 100%

***Specialty tests may require longer periods to complete and subject to special RUSH surcharges.

****Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

ALBERTA LANDFILL CHARACTERIZATION TURNAROUND TIME



*Specialty tests may require longer periods to complete and subject to special RUSH surcharges.

**Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

Rush Surcharges and Hold Policy for Ecotoxicology, Microbiology, and Specialty Analysis:

The term Rush refers to the immediate start of sample preparation and/or immediate reporting of data, once testing is complete. Due to the complexity and nature of each test, turnaround times may vary. Please contact your Client Service Representative to confirm regular and rush turnaround times and pricing.

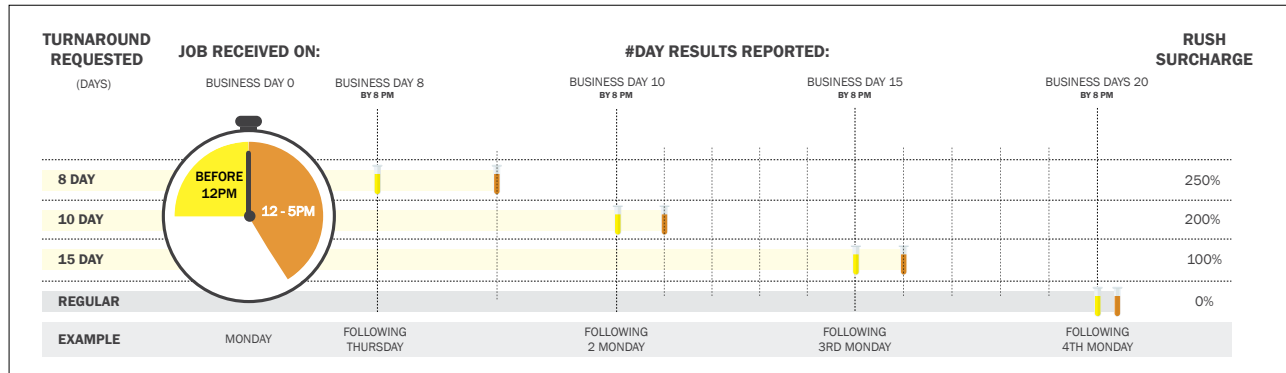
AGAT's HOLD Policy for Standard Environmental Samples is as follows:

1. Samples received without analysis requested - \$8.00/sample for 30 days upon lab receipt
2. Long Term HOLD - 6 months - \$75.00/sample from date of request
3. Long Term HOLD - 12 months - \$150.00/sample from date of request

Signed Long Term Hold Storage Agreement required. This signed document is required for all long term storage arrangements made between the lab and the client, unless special contract requirements are signed off and deemed otherwise.

A - Environmental (cont.)

ACID ROCK DRAINAGE (ARD) AND METAL LEACHING TURNAROUND TIME



*RUSH Turnaround Time (TAT) Subject to lab capacity availability and must be confirmed before project commencement

**Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

MISC Environmental Surcharges Applicable:

\$50.00 for unreturned coolers. Each supply order includes a cooler that should be returned to AGAT in its original condition, aside from regular wear and tear, within 60 days of receiving or picking up the order. If the cooler is not returned within 60 days or is returned in an unusable condition (e.g., broken handles, damaged lid, exterior shell damage, excessive staining from sample packing), a flat fee of \$50.00 per cooler will be billed to the client.

Unused supplies returned to AGAT cannot be reused. A \$2.00 per container fee will be charged to cover the costs associated with the bottle order preparation, individual container and disposal for returned unused supplies.

\$75.00 for same day rush courier fees, when picked up by AGAT drivers.

\$75.00 for rush bottle orders - this is used with discretion for large, complicated emergency bottle orders made less than 48h in advance

Weekend reporting fee and holiday call out surcharges will be applicable if analysis is to be completed outside of regular business hours. Confirmation with the laboratory is required to verify analysis can be completed within the requested TAT.

Courier from depot fees are charged according to the weights of the coolers submitted to the laboratory. These fees are a charged on a per cooler basis. The standard fee applies for coolers less than or equal to 50 lbs in weight. For coolers greater than 50 lbs, to less than or equal to 75 lbs the price per cooler is \$80.00.

Reanalysis Fees:

Fees may be charged for reanalysis requested by the client, confirming the original results.

B - Lubricants

- Sampling supplies such as, bottles, sampling pumps, sample point valves, labels, and forms are available upon request to accompany AGAT services. Such requests for Supplies, along with information in regards to minimum sampling size requirements and protocols can be made through your Client Service Representative
- AGAT will supply the Client with Sample Tags to be used for all samples relinquished to AGAT for analysis. Completed Sample Tags are considered authorization from the Client to proceed with requested services, to which AGAT will provide. Samples submitted without Sample Tags will be assigned analyses based on what would be considered 'Routine Parameters' for the sample in question, as deemed by an AGAT technical representative.
- All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State Taxes, unless otherwise stated. Additional costs for expedited services are as follows:
 - Same Day (limited parameters) - 200% Surcharge
 - 1 Day (results by end of next business day) - 100% Surcharge
 - Weekend Reporting - Available by request, please contact your Client Service Representative for more information.

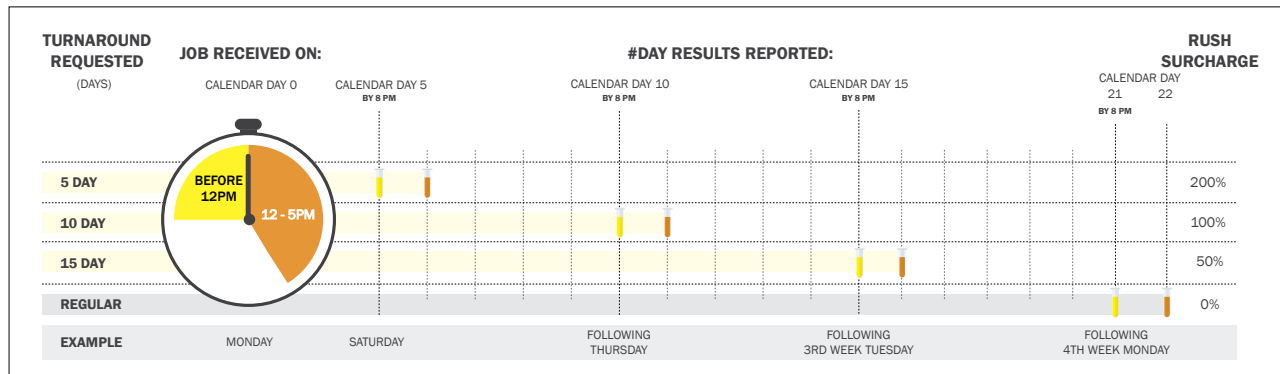
Sample cut-off time is 3:00 PM. Samples received after 3:00 PM will have turnaround times beginning the next business day. In the event of missing or conflicting instructions, turnaround time will begin once discrepancies have been resolved.

- All samples submitted to AGAT Laboratories that have been tested for any analysis will be held for 30 days from the date received, unless prior arrangements have been made. For samples that require special disposal or that are found to be hazardous, AGAT Laboratories reserves the right to return the samples to the client or invoice the client for the cost of disposal plus 20%.

C - Mining

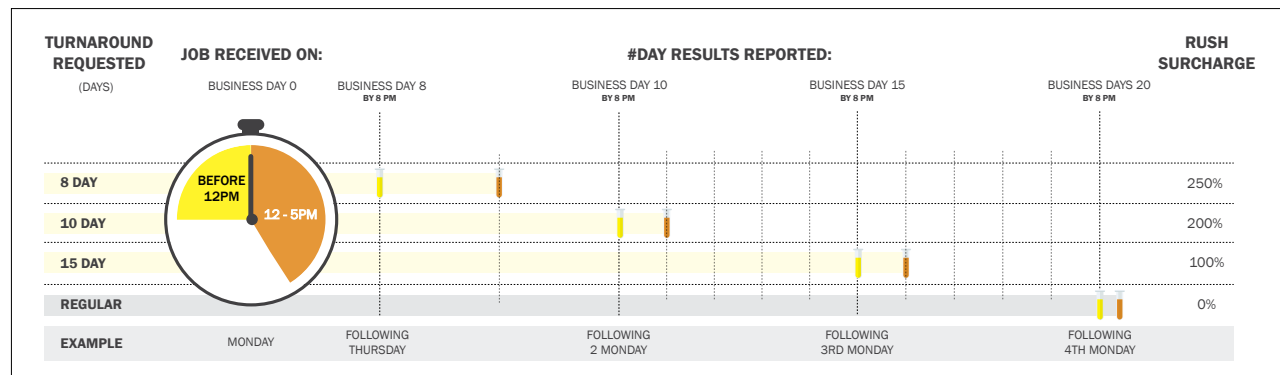
- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State taxes, unless otherwise stated.
- (b) **TRANSPORTATION:** All samples transported on behalf of the client by AGAT Laboratories will be subject to a 20% surcharge. This includes deliveries to AGAT Laboratories facilities or from AGAT Laboratories to the requested destination. All prices that are given or quoted are estimated rates only and are subject to change without prior notice. Additional costs for expedited services are as follows:

MINING TURNAROUND TIME



- * Turnaround times begin when samples are received and logged at an AGAT Mining Facility.
- **Rush TAT subject to lab capacity availability and must be confirmed before project commencement. Please contact your Client Service Representative for more information.
- ***Statutory holidays are included in the Turnaround time.

ACID ROCK DRAINAGE (ARD) AND METAL LEACHING TURNAROUND TIME



- * Turnaround times begin when samples are received and logged at an AGAT Mining Facility.
- **Rush TAT subject to lab capacity availability and must be confirmed before project commencement. Please contact your Client Service Representative for more information.
- ***Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

- (c) **WEEKEND REPORTING:** Available upon request, please speak with your Client Service Representative or Business Development Representative for more information on associated fees as standard surcharges will apply.
- (d) **SAMPLING SUPPLIES:** Labels, forms, poly bags and rice bags are available upon request to accompany AGAT services. Such requests for supplies, along with information in regards to minimum sampling size requirements and protocols can be made through your Client Service Representative or Business Development Representative.
- (e) **Reassays:** When Client Control (CC) sample fails QAQC, the client is to provide AGAT Laboratories with the position of the failed reference. AGAT will rerun three samples prior to and following the CC, for a total of 7 reassays. If the CC fails again and/or the samples do not repeat this range will be expanded to the previous passing CC and the next passing CC in the sequence. Client requested reassays will be charged when reassay results confirm initial results within 20% (where >10x RDL).

C - Mining (cont.)

- (f) **SAMPLE STORAGE:** Samples are stored free of charge for 90 days after the final report/certificate is released. Once 90 days have passed, charges will apply, based on a fee schedule. Please note that clients must indicate upon submission whether samples will be returned, stored or disposed of. Disposal charges will apply if this is not indicated upon receipt.

Storage and disposal fees will include:

- i. The monthly storage charge for coarse rejects and pulps (per sample)
- ii. Disposal of coarse rejects (per sample)
- iii. Disposal of pulps (per sample)
- iv. Return of samples to client – By Quotation

- (g) **Administrative Processing Fee:** An administrative processing fee will apply to each workorder to cover the administrative overhead for the creation of each workorder.

D - Stacks and Air

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State Taxes, unless otherwise stated. Additional costs for expedited services are as follows:

AIR TURNAROUND TIME

| TURNAROUND REQUESTED (DAYS) | JOB RECEIVED ON: BUSINESS DAY 0 | #DAY RESULTS REPORTED: BUSINESS DAY 1 BUSINESS DAY 2 BUSINESS DAYS 5-7 | | | | RUSH SURCHARGE |
|--------------------------------|------------------------------------|---|---------|-----------|------------------------------|----------------|
| SAME DAY | | | | | | 200% |
| 1 DAY | | | | | | 100% |
| 2 DAY | | | | | | 50% |
| REGULAR | | | | | | 0% |
| EXAMPLE | MONDAY | MONDAY | TUESDAY | WEDNESDAY | FOLLOWING MONDAY - WEDNESDAY | |

*All rush services are limited to certain parameters. Specialty tests may require longer periods to complete. Please contact your Client Service Representative to confirm.

** Samples must arrive before 8am and AGAT notified prior to arrival of the same day turnaround requirement.

*** Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

Fee Schedule for Routine and/or Special Circumstances are as follows:

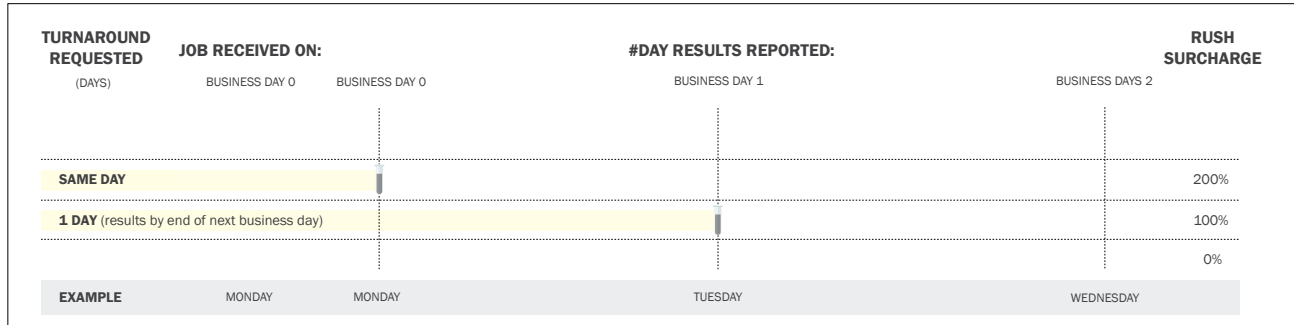
- i. Delay of work due to weather, unsafe working conditions, plant systems upset, or other means beyond the control of AGAT. Standby technician rates apply.
 - ii. Maintenance, MET calibrations, AQM trailer installation, and removal charged as per established service rates.
 - iii. Emergency calls charged as per established service rates.
 - iv. Service calls due to result of power issues or outages, lightning strikes, or other conditions beyond AGAT's control charged as per established service rates.
- (b) It is the responsibility of the facility to provide an adequate power source for hook-up and supply. An electrician is required for connection of power to AQM stations.
- (c) The Client may be responsible during the term of the sampling program for any theft or damage of AGAT property.
- (d) AGAT requires a minimum of thirty (30) days written notice prior to the beginning of the contract in order to terminate or reschedule the project. AGAT reserves the right to charge up to 30% of the contract value if the Client fails to provide adequate written notice.
- (e) AGAT makes every effort to schedule Source Emission Testing during fair weather conditions to ensure the health and safety of all personnel involved. AGAT reserves the right to amend pricing, to an increase of up to 10%, should the work be scheduled during the period before March 14th and after November 21.
- (f) it is the responsibility of the Client to provide adequate and safe site access. Any delays or cancelled projects due to the Client's inability to provide AGAT access to the site will be billed back to the Client as per AGAT service rates.
- (g) Technician disbursements, which include hotels, meal allowance, and consumables as required by the project, are billed at cost plus 20%.

*for SUMMA and Soil Vapor Pump Rental please see clause after Ecotoxicology section

E - Rock Properties (includes all types of Core, Reservoir Characterization, and Geological Services)

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal, Provincial or Municipal taxes, unless otherwise stated. Additional costs for expedited services are as follows:

ROCK PROPERTIES TURNAROUND TIME



*All rush services are limited to certain parameters, please contact your Client Services Representative for timelines on specific projects and other information.

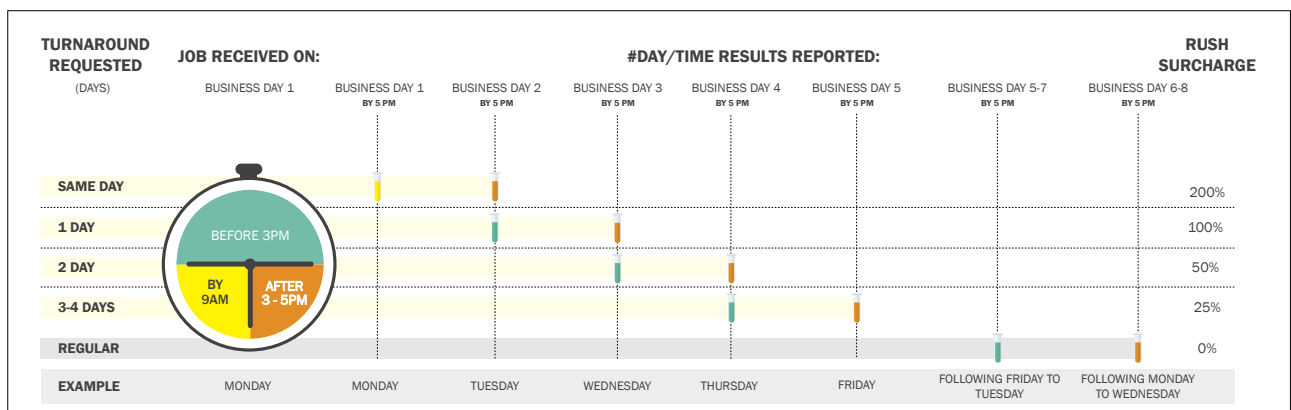
**Specialty Testing may require longer periods to complete and may be subject to special rush charges. Service Days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

- (b) All project based work is subject to a Project Management and Reporting Fee: Dedicated Client Service Team for end-to-end project coordination (including external third parties), planning, scheduling, tracking, and final review of data deliverables.
- (c) **SAMPLE STORAGE:** Samples are stored free of charge for 60 days after the final report/certificate is released. Once 60 days has passed, charges will apply, based on a fee schedule unless otherwise stipulated during the project design; please check with our Client Services Team to confirm. Please note that clients must indicate upon submission whether samples will be returned, stored or disposed of. Disposal charges will apply if this is not indicated upon receipt.

F - Petroleum

- (a) Any Field Services quantities that are given or quoted are estimated quantities only and are subject to change without prior notice. Quoted Service Packages are based on the needs and requirements of the Client as determined on a per client basis and are not inclusive of all pricing available. Services and pricing not quoted will be charged at the AGAT rate at the time the service is provided.
- (b) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State Taxes, unless otherwise stated.

PETROLEUM TESTING TURNAROUND TIME



*Turnaround times begin when samples are received and logged at the laboratory, not at a branch.

**Specialty tests may require longer periods to complete. Please contact your Client Service Representative to confirm.

***Business days do not include weekends or statutory holidays. After hours and Weekend Reporting available at a \$425 surcharge; Available upon request, please speak with your Client Service Representative for more information.

F - Petroleum (cont.)

- (c) All prices quoted are based on fuel prices below \$1.20/L. Due to operating field expenses having a direct correlation to fuel costs, a surcharge of 20% will be added to the per kilometer Vehicle Charge when regular unleaded gasoline in Canada (as monitored by Kent Group Ltd.) surpasses \$1.20/L. For example, when the fuel price is \$1.201 or higher, the 20% surcharge is applied.
- (d) Sampling supplies such as bottles, cylinders, preservatives, labels, and forms are available upon request to accompany AGAT services. Such requests for supplies, along with information in regards to minimum sampling size requirements and protocols can be made through your Client Service Representative. For any rental equipment from AGAT, the Client assumes full responsibility for all equipment including the replacement costs for lost or damaged supplies at the sole discretion of AGAT. Rental terms are set by the AGAT Rental Agreement, and late fees are charged for rented equipment returned beyond that Rental Agreement Schedule.
- (e) Rush shipments and shipments to and from Remote Sites (defined as sites that are not serviced by regular commercial carriers) will be charged back to the Client.
- (f) Atmospheric Samples (plastic bottles) will be retained for 30 days upon receipt. Samples requested for hold longer than 30 days will be subject to storage fees. Samples under pressure, (cylinders, jiskoots, etc.) will be disposed of as soon as analysis and quality control is completed

Field Technician Time Rush Surcharge Policy

If urgent sampling is required, then the following surcharges will be added to the applicable field technician hourly rate:

Same Day Sampling: 100% Surcharge

Next Day or Weekend Sampling: 50% Surcharge

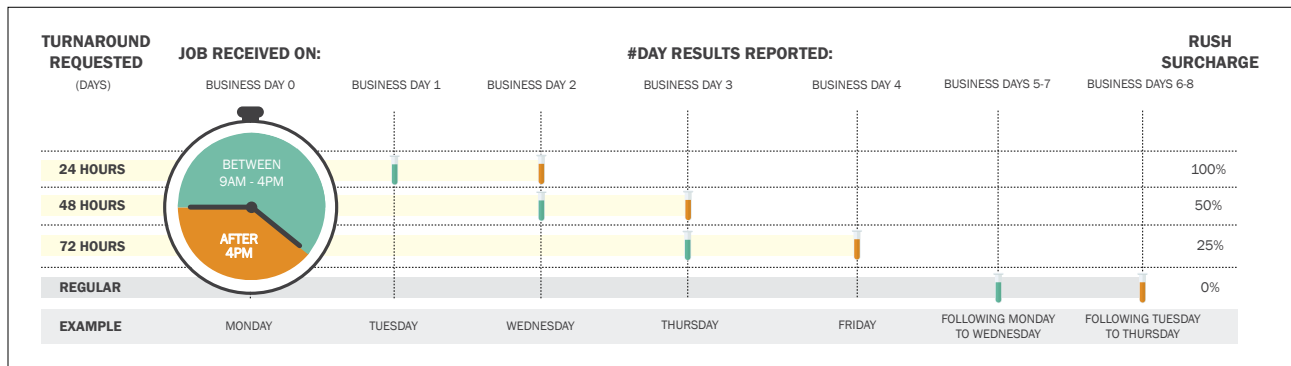
Reanalysis Fees:

Fees may be charged for reanalysis requested by the client, confirming the original results.

G - Food Testing

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State taxes, unless otherwise stated. Food microbiology services have different turn-around times. Contact your Client Service Representative for more information. Additional costs for expedited services are as follows:

FOOD TESTING TURNAROUND TIME



*Nutritional Labelling has a regular turnaround time of 15-20 business days.

**Pesticide Residue Testing (Subcontracted) and other work subcontracted to a facility outside of AGAT has a regular turnaround time of 30 business days.

***Business days do not include weekends or statutory holidays. Additional charges apply for results delivered on weekends or statutory holidays.

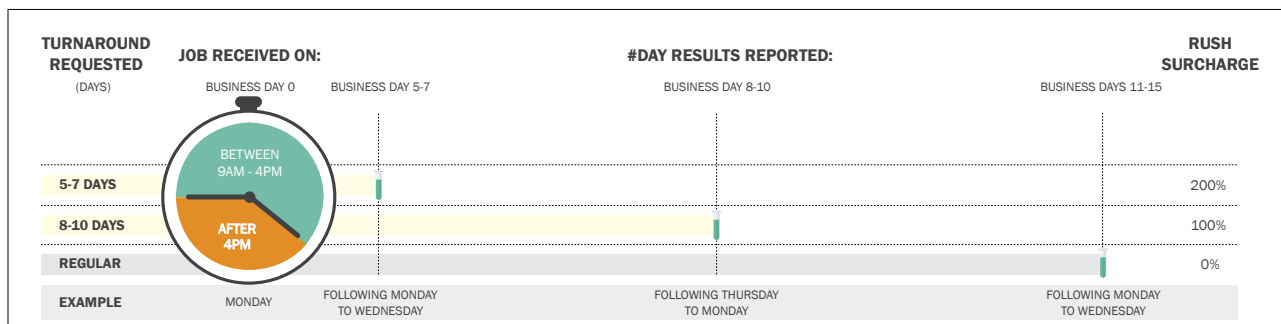
Weekend Reporting - Available upon request, please speak with your Client Service Representative for more information.

Samples received after 4:00 PM will have their effective day recorded as the following business day.

H - Ultra Trace

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State Taxes, unless otherwise stated. Additional costs for expedited services are as follows:

ULTRA TRACE AND HIGH RES TURNAROUND TIME



*Some Ultra trace analyses require longer TAT and applicable rush charge may be different. Please speak with your Client Service Representative for more information.

**Samples received after 4:00 PM will have their effective day recorded as the following business day.

***Business Days do not include weekends or statutory holidays. Additional charges apply for result delivered on weekends or statutory holidays. Please speak with your Client Service Representative for more information.

I - Environmental Toxicology (Ecotoxicology)

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State Taxes, unless otherwise stated.
- (b) A minimum surcharge of 100% applies for a sample received without reservation or if the Client requests that the final report be submitted more rapidly than the regular TAT (e.g. less than 10 working days for Acute Toxicity testing using trout or daphnia).
- (c) Additional costs for expedited services are as follows: Upon written request, the lab can start the toxicity tests on the day of receipt, Saturday, Sunday and Holidays.

Samples received at the end of the holding time which have to be started the same day, following day, or outside of working hours (weekends and holidays) are subject to a 100% surcharge (the surcharge does not apply if the reservation has been placed and confirmed, then received at the AGAT laboratory location on the scheduled day). The surcharge will apply if the sample is received late without the lab being notified.

Preliminary Reports - a surcharge of \$25.00 (toxicity results) or \$40.00 (toxicity + physical-chemistry results) may apply if the Client requests a preliminary report to obtain results during or at the end of the tests. For tests with trout or daphnia, a toxicity notice informs the client when the results have exceeded the criteria. This notice is sent (without charge) as soon as the measured mortality is > 50%.

Weekend Reporting - available upon request, please speak with your Client Service Representative for more information. Samples received after 4:00 PM will have their Effective Date recorded as the following business day.

J - Air Equipment Rental

- (a) **RENTAL PERIOD SUMMA CANNISTERS** - The standard rental period for all air sampling equipment will be 10 working days. Rental period will start on the day of delivery of rental equipment. The renter of the equipment will notify AGAT if an extension is required to the agreed upon rental period. In such cases, extra rental charges of \$25.00 per day will be applied. If rental equipment is out longer than 30 days the equipment will be deemed lost and a replacement cost will be charged for each item not returned at a cost of \$650 per canister and \$500-1000 for flow controller.

J - Air Equipment Rental (cont.)

- (b) **RENTAL PERIOD SOIL VAPOR PUMPS, TD TUBES** - Pump rentals are calculated at a daily rate from the date of shipping from AGAT Labs to the date of equipment return to an AGAT laboratory location. The rental period does not include weekends and two days for equipment shipping. It is estimated shipping will take one day each direction to and from the laboratory supplying the equipment. If rental equipment is out longer than 30 days the equipment will be deemed lost and a replacement cost will be charged for each item not returned.
- (c) **RENTAL CHARGES AND DEMURRAGE FEES** - All rental equipment will be invoiced upon completion of the work order submitted. Rental or cleaning fees are payable regardless of use of equipment. If equipment arrives at the clients destination damaged, or was unable to be used, through no fault of the renter, contact the AGAT Client Service Representative immediately.
- (d) **BROKEN OR DAMAGED EQUIPEMENT** - All equipment is to be returned to AGAT Laboratories in good working order. If equipment has been damaged or lost there will be a replacement fee for said equipment as indicated above. If the equipment was used inappropriately or contains samples that are highly contaminated, extra cleaning fees or replacement fee will be applied as deemed by AGAT Laboratories.
- (e) **CLEANLINESS OF EQUIPMENT** - All equipment sent out for use has been cleaned and is batch proofed to ensure no contamination is present in the canisters, TD tubes or other rental equipment. Upon release of analytical data the equipment will be held when possible, for 5 business day before being re-cleaned, unless other arrangements have been made for a longer holding time with your AGAT Laboratories Client Service Representative (CSR) (not to exceed 30 days from sampling date). Longer holding times will be subjected to extra rental fees. A certificate of Cleanliness can be supplied upon request. Individual canister or TD Tube proofing is available for a fee if required.
- (f) **HOLD TIMES** - Rental equipment has no standard hold times, and can lose vacuum or can become contaminated if not stored properly. AGAT Laboratories will only guarantee the equipment to be compliant for 30 days. The hold time once the equipment has been used is 30 days from sampling date, but may vary for unstable compounds. Please discuss with your AGAT CSR for details.
- (g) **INDEMNIFICATION AND LIABILITY** - Renter shall indemnify, defend and hold harmless owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from renter's use of equipment by any cause, except to the extent caused by AGAT Laboratories' gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this agreement with respect to any claims or liability accruing before such termination. In no event shall owner be liable for any indirect, special or consequential loss or damages arising from renter's use of equipment, including but not limited to loss of profits and loss of revenue, even if informed of the possibility of such damages.

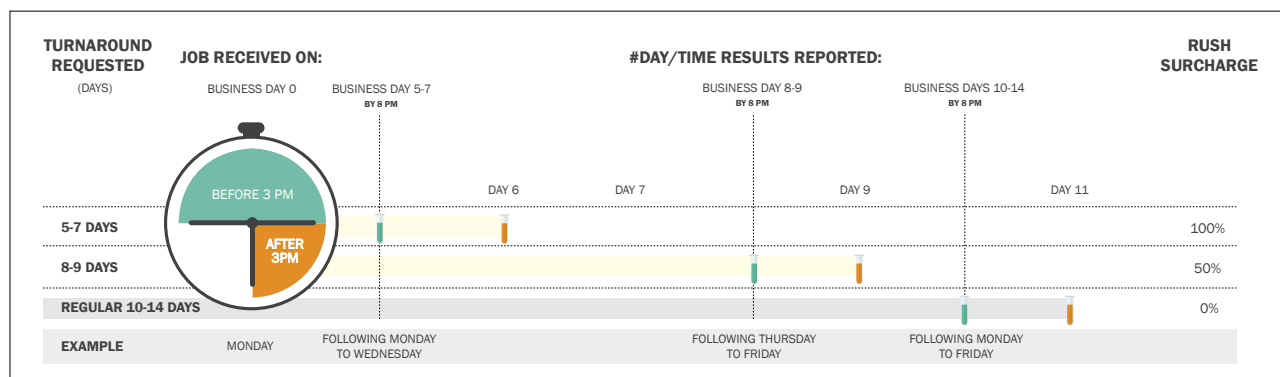
AGAT Laboratories understands the complications that can arise from scheduling and coordinating field activities, and will work to help with any unique situations that may occur and will try to accommodate all your needs.

It is the clients' responsibility to request sampling equipment with enough notice to ensure adequate supplies are clean and available.

K - Forensics

- (a) All prices quoted by AGAT are subject to change without notice and exclusive of applicable Federal and/or State taxes unless stated otherwise. Additional costs for expedited services are as follows:

FORENSICS TURNAROUND TIME



*Post sample acceptance and work assignment by forensics lab

**Business days do not include weekends or statutory holidays. Additional charges may apply for results delivered on weekends or statutory holidays

AGAT's HOLD Policy for Standard ILR Samples is as follows:

Long Term HOLD - \$7.15/sample/month and \$7.15/extract/month after 60-days free storage period from date of request