

**EUROFINS DRINKING WATER AND WASTEWATER WEST, LLC
TERMS AND CONDITIONS OF SALE (Short Form)**

When a purchaser ("Client") places an order for laboratory, consulting or sampling services from Eurofins Drinking Water and Wastewater West, LLC. ("Eurofins"), a Delaware limited liability company, Eurofins shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of Eurofins' offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at an Eurofins laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by Eurofins in writing.

1. ORDERS, RECEIPT OF SAMPLES AND PROJECT SETUP

1.1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to Eurofins in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable Eurofins to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the labs' ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.

1.2 Unit Prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply.

Examples of special handling fees include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps.
- Multiphasic samples requiring separate preparations and/or analyses.
- Special sub-sampling procedures.
- Extra disposal costs for unique waste streams.

1.3 Pricing listed in the proposal will expire 90 days from the quote date unless the project is awarded/confirmed within that time. Unless otherwise set forth in written agreement, Eurofins reserves the right to adjust pricing on an annual basis to adjust for positive changes in the Consumer Price Index, supply chain shortages and other factors that can affect cost of goods sold.

1.4 The Client shall provide one weeks' advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, Eurofins will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when Eurofins has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, Eurofins reserves its rights to modify its turnaround time commitment, change the date upon which Eurofins will accept samples, or refuse Sample Delivery Acceptance for the affected samples.

1.5 Eurofins reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of Eurofins: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to Eurofins by the Client; or c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.

1.5 Eurofins will provide sample containers and coolers to support the sampling of water samples. Additional sampling containers may be provided (up to 10%) in case of breakage. Eurofins expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 90% or higher of the expected/quoted sample number. Kits not received back by the projected deadline or as agreed with the Project Manager ("PM") will be billed at the current market rate.

The containers and preservatives required by the project shall be delivered via ground transportation within the contiguous USA. A minimum of 7 business days advance notice is required in order to achieve shipment by ground transportation. Supply shipments outside of contiguous USA or requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at Eurofins' cost. Alternatively, Eurofins can ship the supplies via carrier of choice by the client using the client's shipping account.

Unused sample containers cannot be returned to Eurofins for reuse due to possible contamination.

Courier Services are offered by some Eurofins facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 2 business days) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Project Manager to inquire about availability and cost.

When using Eurofins couriers there may be additional stops before returning to the lab so a delay in initiation of testing is possible.

1.6 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where Eurofins provides courier services. In no event will Eurofins have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Eurofins' premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to Eurofins' premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.

1.7 Eurofins reserves the right to begin processing samples upon receipt, unless the Client specifically notifies Eurofins in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. Eurofins shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.

Unless dictated by contract, quotations are based on the scope of work defined in the quote request. If the volume of samples submitted is less than 80% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

2. PAYMENT TERMS

2.1 Services performed by Eurofins will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.

2.2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with Eurofins. For clients with approved credit, payment terms are net 30 days from the date of invoice by Eurofins, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one- and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging, and accepting payment responsibility in accordance with these payment terms.

2.3 If Client fails to make timely payment of its invoices, Eurofins reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work, and withholding delivery of data under this order without

4. PROJECT DELIVERABLES

4.1 Eurofins will provide two analytical report formats, a final report in PDF format and a standard Eurofins EDD if required or requested. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval.

4.2 Unless a level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge. Please note that level III and IV reports are not available for Pharmaceuticals and Personal Care Products (PPCP) methods.

5. WARRANTIES AND LIABILITY

5.1 Where applicable, Eurofins will use appropriate and approved analytical test methods. Eurofins has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. Eurofins reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Eurofins' Laboratory Quality Manuals. Client may request that Eurofins perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, Eurofins will proceed with analyses under its standard Quality Manuals then in effect. Eurofins will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.

5.2 Eurofins shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less, unless the Client has specifically requested that Eurofins hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, Eurofins will use its best efforts to meet holding times and will proceed with the work provided that, in Eurofins' judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with Eurofins' Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

5.3 Eurofins warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to Eurofins prior to Sample Delivery Acceptance. Eurofins will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.

5.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by Eurofins in connection with any services performed by Eurofins or any results generated from such services, and Eurofins gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of Eurofins is authorized to give or make any other representation or warranty or modify this warranty in any way.

5.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by Eurofins will be limited to repeating any services performed, contingent on the Client's providing, at the request of Eurofins and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, Eurofins' liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

5.6 Client shall indemnify, defend, and hold harmless Eurofins, its affiliates (i.e. any entity that directly or indirectly controls, is controlled by, or is under common control with a Party) or their respective officers, directors, and employees (collectively, the "Eurofins Indemnitees"), against any kind of third-party claims, liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorney's fees, court costs and any amount paid in settlement) ("Claims") that Eurofins Indemnitees shall or at any time may sustain to the extent such Claims arise from or in connection with: (a) fraud, negligence, or the willful misconduct of Client, its affiliates, and their respective officers, directors, employees, and agents; (b) the receipt or use of materials provided by Client or its affiliates under the agreement; and/or (c) the unauthorized use of the Services or deliverables provided by Eurofins under

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recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. Eurofins reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

3. CHANGE ORDERS, TERMINATION

3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by Eurofins after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. Eurofins will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing. The laboratory's reporting limit, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. Eurofins' acceptance of such changes is contingent upon technical feasibility and operational capacity.

3.3 Suspension or termination of all or any part of the work may be initiated by the Client upon thirty (30) day written notice to Eurofins. Eurofins will be compensated consistent with Section 2 of these Terms and Conditions. Eurofins will complete all work in progress and be paid in full for all work completed, including all costs incurred and reasonable profit margin, even if Eurofins does not issue a final or partial report.

3.4 A fee will be charged for cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received – 35%
- Prepped – 50%
- Analyzed – 95%

3.5 Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero) and all Chain of Custody (CoC) discrepancies are resolved.

3.6 Samples received after 4:00 PM or anytime on a weekend will be considered received the next business day.

3.7 For samples that require subcontracting, the TAT starts the first business day that the samples are received at the subcontract laboratory.

3.8 Samples will only be accepted with a legible and complete CoC.

3.9 All samples should be shipped to the lab on the day they are collected.

3.10 Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 4:00PM or anytime on a weekend will be considered received the next business day. Results will be provided via e-mail or web portal by close of business in the lab's time zone unless another time has been agreed to in advance.

3.11 Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 1.5 x listed unit price
- 3 Business Days TAT = 2.0 x listed unit price

3.12 Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost.

3.12 Every effort will be made by the laboratory to meet method and regulatory holding times for an analysis. The laboratory will accept and attempt to run analysis within holding time regardless of the difference between the holding time and the receipt time.

However, the laboratory will not consider itself at fault for missed holding times if the laboratory receives samples that require tests with less than 48hrs holding times when the samples were not shipped on the same day of sampling and/or if the samples are received with less than 1/2 of the holding time remaining.

these Terms and Conditions. This indemnity excludes Claims arising from fraud, gross negligence, or the willful misconduct of Eurofins Indemnitees.

5.7 Eurofins' liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after Eurofins' completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall Eurofins be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

5.8 In no event shall Eurofins have any responsibility or liability to the Client for any failure or delay in performance by Eurofins that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of Eurofins. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond Eurofins' reasonable control.

6. RESULTS, WORK PRODUCT

6.1 Data or information provided to Eurofins or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by Eurofins of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by Eurofins for performance of work will be retained by Eurofins. Client shall not disclose such information to any third party without Eurofins' express prior consent.

6.2 Data and sample materials provided by Client or at Client's request, and the result obtained by Eurofins shall be held in confidence (unless such information is generally available to the public or is in the public domain or Client has failed to pay Eurofins for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

6.3 Should the results delivered by Eurofins be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold Eurofins' right to independently defend its data.

6.4 Eurofins reserves the right to perform the services at any laboratory in the Eurofins Environment Testing network. If a Client has requested a particular location for the work, Eurofins will inform the Client when operational constraints require the work to be performed at another Eurofins location. In addition, Eurofins reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in Eurofins' sole judgment, it is reasonably necessary, appropriate or advisable to do so. Eurofins will in no way be liable for any subcontracted services (outside the Eurofins network) except for work performed at laboratories which have been audited and approved by Eurofins.

6.5 If a listed method is discontinued by Eurofins, samples requiring that method may be subcontracted with permission from the client. Eurofins, however, will not honor the quoted prices if samples are subcontracted.

6.6 Eurofins will dispose of non-hazardous samples, sample extracts and digestates after sample hold time expiration or at 45 days from date of collection, whichever is less. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. Eurofins reserves the right to return to the Client any sample or unused portion of a sample that is not within Eurofins' permitted capability or the capabilities of Eurofins' designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless prior arrangements for disposal are made.

6.7 Unless a different time period is agreed to in an order under these Terms and Conditions, Eurofins agrees to retain all records for five (5) years.

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6.8 If Eurofins is required to respond to legal process related to services for Client, Client agrees to reimburse Eurofins for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at Eurofins' current published rates.

7.. INSURANCE

7.1 During the performance of services under these Terms and Conditions, Eurofins shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over Eurofins' employees who are engaged in the performance of the work. Eurofins shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence; \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired (\$1,000,000 combined single limit), Professional Liability Insurance (limit of \$5,000,000 per claim/ aggregate), and Pollution Liability Insurance (limit of \$1,000,000 per claim/aggregate).

8. MISCELLANEOUS PROVISIONS

8.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by Eurofins, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and Eurofins. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where Eurofins' services are performed.

8.2 The invalidity or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.

8.3 The obligations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.