

1. DEFINITIONS

1.1 Veritas Material. Veritas Material Consulting, LLC will be hereafter in this agreement as Veritas Material.

1.2 Client. The person or entity that employs, engages, or retains Veritas Material to provide Services under this Agreement will be hereafter be referred to as Client.

1.3 Day(s). Calendar day(s) unless otherwise stated.

1.4 Services. The professional services provided by Veritas Material under this Agreement, including all services described in the SCOPE OF SERVICES AND FEES and any written Task Order or amendment to this Agreement.

2. SCOPE OF SERVICES

2.1 Services Provided; Independent Contractor. Veritas Material will provide services as set forth in the SCOPE OF SERVICES AND FEES. Veritas Material will perform its Services under this Agreement as an independent contractor.

2.2 Referenced Standards. Veritas Material will perform all standard tests, inspections and observations in accordance with referenced standards and makes no representation regarding compliance with any other standards.

2.3 Excluded Services. Veritas Material's Services under this Agreement include only those Services defined in the SCOPE OF SERVICES. Client expressly releases any claim against Veritas Material relating to any additional Services that Veritas Material recommended, but that Client either did not authorized or instructed Veritas Material not to perform.

3. PAYMENTS TO VERITAS MATERIAL

3.1 Basic Services. Veritas Material will perform all Services set forth in the SCOPE OF SERVICES AND FEES for the amount(s) set forth therein.

3.2 Additional Services. Any Services performed under this Agreement, except those Services expressly identified otherwise in the SCOPE OF SERVICES AND FEES, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3 Estimate of Fees. Veritas Material will, to the best of its ability, perform the Services and accomplish the objectives defined in the written cost estimate provided by Veritas Material. Client recognizes that unforeseen circumstances along with changes in scope and schedule can influence the successful completion of Services within the estimated cost. The use of an estimate of fees indicates that Veritas Material will not incur fees and expenses in excess of the estimate amount without obtaining Client's agreement to do so, but, is not a guarantee that the Services will be completed for that amount.

3.4 Rates. Client will pay Veritas Material at the rates set forth in SCOPE OF SERVICES AND FEES, which is subject to periodic review and amendment, as appropriate to reflect Veritas Material's current fee structure.

3.5 Payment Disputes. If Client objects to any portion of an invoice, Client must so notify Veritas Material in writing within 10 days of the invoice date, identify the cause of disagreement, and pay when due the portion of the invoice not in dispute. The parties will immediately make every effort to resolve the disputed portion of the invoice.

4. PERFORMANCE STANDARD

4.1 Professional Standards. Veritas Material will perform the Services consistent with that level of care and skill ordinarily exercised by other professionals providing similar services in the same locale and under similar circumstances at the time the Services are performed. No other representation, express or implied, and no warranty or guarantee is included or intended by this Agreement or any report, opinion, document, or other instrument of service.

4.2 Sample Disposal. Veritas Material will dispose of all samples after submission of the report covering those samples. Veritas Material will provide further storage or transfer of samples only upon Client's prior written request and agreement on appropriate compensation.

5. CLIENT'S RESPONSIBILITIES In addition to payment for the Services performed under this Agreement, Client agrees to:

5.1 Access. Grant or obtain free access to the Project Site for all equipment and personnel necessary for Veritas Material to perform its Services under this Agreement.

5.2 Representative. Designate a representative for notices and information pertaining to the Services, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client may change its representative by written notice.

5.3 Information. Supply to Veritas Material all information and documents relevant to the Services. Veritas Material may rely upon such information without independently verifying its accuracy. Client will notify Veritas Material of any known potential or possible health or safety hazard regarding the materials to be tested, including its intended use, chemical composition, relevant SDS, manufacturers' specifications and literature, and any previous, relevant evaluation reports.

6. UNEXPECTED CONDITIONS If Veritas Material discovers conditions or circumstances that it did not contemplate ("Unexpected Conditions") at the time of this Agreement, it will give Client written notice of the Unexpected Conditions. Client and Veritas Material will then negotiate an appropriate amendment to this Agreement. If they cannot agree upon an amendment within 30 days after the notice, Veritas Material may terminate this Agreement and be compensated as set forth in Section 11, "Suspension & Delay; Termination."

7. ALLOCATION OF RISK

7.1 Limitation of Remedy. The total cumulative liability of Veritas Material, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Veritas Material Entities") to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Veritas Material under this Agreement. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Veritas Material's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Veritas Material and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Veritas Material's fee, provided that the parties amend this Agreement in writing, as provided in Section 12.3 "Modification of This Agreement."

7.2 Indemnification of Client. Subject to the terms and limitations of this Agreement, Veritas Material will indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") to the extent caused by Veritas Material's negligence in performance of this Agreement.

7.3 Indemnification of Veritas Material. Client will indemnify and hold harmless Veritas Material from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and defense costs) and other losses (collectively "Losses") except to the extent caused by the sole negligence of Veritas Material.

7.4 No Personal Liability. Client and Veritas Material intend that Veritas Material's Services will not subject Veritas Material's individual employees, officers or directors to any personal liability. Therefore, and notwithstanding any other provision of this Agreement, Client agrees as its sole and exclusive remedy to direct or assert any claim, demand or suit only against the business entity identified as "Veritas Material" on the first page of this Agreement.

7.5 Consequential Damages. Neither Client nor Veritas Material will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

7.6 Continuing Agreement. The provisions of this Section 7, "Allocation of Risk," will survive the expiration or termination of this Agreement. If Veritas Material provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the provisions of this Section 7 will apply to such Services as if the parties had executed an amendment.

8. INSURANCE

8.1 Veritas Material's Insurance. If reasonably available, Veritas Material will maintain the following coverages:

8.1.1 Commercial General Liability Insurance with a combined single limit of \$1,000,000;

8.1.2 Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000 for bodily injury per person, \$1,000,000 property damage, and \$1,000,000 combined single limit per occurrence; and,

8.1.3 Professional Liability Insurance in amounts of at least \$1,000,000 per claim and annual aggregate.

8.2 Certificates of Insurance. Upon request, Veritas Material and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability all policies required under this Agreement shall contain a waiver of subrogation.

9. OWNERSHIP AND USE OF DOCUMENTS

9.1 Veritas Material Documents. Unless otherwise agreed in writing, all documents and information prepared by Veritas Material are the property of Veritas Material. Veritas Material has the right, in its sole discretion, to dispose of or retain the Documents.

9.2 Client Documents. All documents provided by Client will remain the property of Client. Veritas Material will return all such documents to Client upon request but may retain copies for its files.

9.3 Use of Documents. Except as otherwise agreed to by Client and Veritas Material, all Documents prepared by Veritas Material are solely for use by Client and will not be provided by either party to any other person or entity without Veritas Material's prior written consent.

9.3.1 Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with this Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

9.3.2 Use by Veritas Material. Veritas Material retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from Services and the right to use the Documents for any purpose.

9.4 Electronic Media. Veritas Material will provide Documents and information in an electronic format. Paper documents can be made available if needed, upon request. Veritas Material makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

9.5 Unauthorized Use. No party other than Client may rely on the Documents without Veritas Material's prior written consent and receipt of additional compensation. Client waives any and all claims against Veritas Material resulting from the unauthorized use or alteration of Documents by Client or any party obtaining them through Client. Client will defend, indemnify and hold harmless Veritas Material from and against any claim, action or proceeding brought by any party claiming to rely upon information or opinions contained in Documents without having obtained Veritas Material's prior written consent.

10. SUSPENSION & DELAY; TERMINATION

10.1 Suspension & Delay. Client may, upon 10 days written notice at any time, suspend Veritas Material's Services. Veritas Material may terminate this Agreement if Client suspends the Services for more than 60 days, in which case Client will pay Veritas Material as provided in Section 10.4. If Client suspends the Services, or if Client or others delay Veritas Material's Services, Client and Veritas Material agree to equitably adjust the time for completion of the Services and Veritas Material's compensation for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, and any charges incurred by Veritas Material for demobilization and subsequent remobilization.

10.2 Termination for Convenience. Veritas Material and Client may terminate this Agreement for convenience upon 10-days written notice delivered electronically or mailed to the other party.

10.3 Termination for Cause. In the event of material breach of this Agreement, the non-breaching party may terminate this Agreement if the breaching party fails to cure the breach within 10 days following delivery of the non-breaching party's written notice of the breach to the breaching party. The termination notice must state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

10.4 Payment on Termination. Following termination other than for Veritas Material's breach of this Agreement, Client will pay Veritas Material for the Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Veritas Material's then-current SCOPE OF SERVICES AND FEES.

10.5 Force Majeure. In the event that Veritas Material is prevented from completing performance of its obligations under this Agreement by adverse weather or other occurrence beyond the control of Veritas Material, then Veritas Material will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the Agreement, the schedules will be equitably adjusted.

11. DISPUTES

11.1 Mediation. All disputes between Veritas Material and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice. No action or suit may be commenced unless the parties fail to conduct the mediation within 45 days after service of notice; or mediation occurred but did not resolve the dispute; or a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

11.2 Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located.

11.3 Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Veritas Material's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

12. MISCELLANEOUS

12.1 Assignment and Subcontracts. During the term of this Agreement and following its expiration or termination for any reason, neither party may assign this Agreement or any right or claim under it, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Any assignment that fails to comply with this paragraph will be void and of no effect. Veritas Material may subcontract for the services of others without obtaining Client's consent if Veritas Material deems it necessary or desirable for others to perform certain Services.

12.2 Integration and Severability. This Agreement reflects the parties' entire agreement with respect to its terms and limitations and supersedes all prior agreements, written and oral. If any portion of this Agreement is found void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as law allows. These terms and conditions survive the completion of the Services under and the termination of the Agreement, whether for cause or for convenience.

12.3 Modification of This Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

12.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this Agreement.

12.5 Waiver. The waiver of any term, condition or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

12.6 Precedence. These TERMS & CONDITIONS take precedence over any inconsistent or contradictory provisions contained in any other agreement term, proposal, purchase order, requisition, notice to proceed, or other document regarding Veritas Material's Services.

12.7 Incorporation of Provisions Required By Law. Each provision and clause required by law to be inserted in this Agreement is included herein, and the Agreement should be read and enforced as though each were set forth in its entirety herein.