

## Terms and Conditions for RohmTek

Thank you for choosing RohmTek (the "Company") for laboratory services. These terms and conditions (the "Agreement") constitute a legal agreement between you and RohmTek, a Delaware C Corporation located at 1414 Lumpkin Road Houston Texas 77043 (the "Company," "we," or "us"), governing your access to and use of the laboratory services (the "Services") provided by the Company. By using the Services, you agree to be bound by the terms and conditions of this Agreement.

1. **Use of Services** The Services provided by the Company are intended solely for laboratory testing purposes. By using the Services, you agree that you will not use the Services for any other purposes. You are solely responsible for providing accurate and complete information to the Company to facilitate the provision of the Services.
2. **Payment and Billing** You agree to pay the fees for the Services provided by the Company as set forth in the Company's fee schedule. Payment is due in full at the time of service. The Company reserves the right to refuse service to anyone who fails to pay for services rendered.
3. **Results and Interpretation** The Company will provide you with the results and any requested interpretation of the laboratory tests conducted on your behalf. The use of the results, however, is solely your responsibility. The Company assumes no liability for any actions taken or not taken based on the use of the results.
4. **Confidentiality** The Company will keep all information related to your laboratory tests and results confidential. The Company will not disclose any information to any third party without your express written consent, except as required by law.
5. **Indemnification** You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to your use of the Services.
6. **Disclaimer of Warranties** The Services provided by the Company are provided "as is" and without warranty of any kind. The Company makes no representations or warranties, express or implied, with respect to the Services, including but not limited to any warranties of merchantability, fitness for a particular purpose, or non-infringement.
7. **Limitation of Liability** The Company shall not be liable to you for any indirect, incidental, special, or consequential damages arising out of or in connection with the Services, whether or not the Company has been advised of the possibility of such damages. The Company's liability to you for any direct damages shall be limited to the amount paid by you for the Services.
8. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Texas.
9. **Dispute Resolution** Any dispute arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Houston, Texas.
10. **Modification and Termination** The Company reserves the right to modify, suspend, or terminate the Services provided under this Agreement at any time without notice. The Company may also modify this Agreement from time to time, and your continued use of the Services constitutes your acceptance of any such modifications.
11. **Entire Agreement** This Agreement constitutes the entire agreement between you and the Company with respect to the Services provided by the Company, and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between you and the Company.