1. AGREEMENT. These terms and conditions of service (Terms) govern the furnishing of testing services (Services) by Beta Analytic, Inc., and its UK subsidiary, Beta Analytic Limited, (collectively “Beta Analytic”) to the client requesting such Services from Beta Analytic (Client). Any terms and conditions of Client (whether contained in a purchase order or otherwise) shall not be binding on Beta Analytic and are hereby rejected. By requesting Services from Beta Analytic, Client irrevocably accepts these Terms. These Terms, together with any Beta Analytic standard form that Client completes in requesting Services, constitute the entire agreement between the parties (Agreement). This Agreement replaces all prior discussions, understandings, and agreements relating to its subject matter. It may be amended only in a written document signed by both parties.

2. QUALITY; PERFORMANCE STANDARDS; REPORT. Services will be performed in accordance with ISO/IEC 2005:17025 quality assurance protocols. Beta Analytic may employ such techniques, processes, and methodologies in performing Services as Beta Analytic sees fit. Beta Analytic will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable, required for Beta Analytic to perform Services. Following completion of Services, Beta Analytic will furnish a report of its findings to Client (Report). The Report will contain such content and analysis as Beta Analytic deems in its discretion to best convey the outcomes obtained.

3. CLIENT DUTIES; MATERIALS SAMPLES. Client will furnish one or more samples of the material (Materials Sample) that Client seeks to have analyzed pursuant to Beta Analytic’s shipping instructions. Client accepts that Beta Analytic does not have the facility or capacity for handling or disposal of mutagens and that Beta Analytic cannot accept such materials for analysis. Therefore, Client shall not deliver, or cause to be delivered, to Beta Analytic any mutagens in quantities exceeding 200 microliters per sample and only after confirmation of acceptability by Beta Analytic. Client also accepts that Beta Analytic has limited facility and capacity for handling hazardous materials. Client agrees not to send hazardous materials without prior discussion and written approval by Beta Analytic. Submittals of hazardous liquids shall not exceed 0.5 ml (500 microliters). Client shall bear the full cost of and all liability relating to disposal of larger quantities. Client shall not deliver, or cause to be delivered, to Beta Analytic material that is subject to employee reporting as outlined in OSHA 29 CFR 1910, 1200 HCS (Hazard Communication Standard) without including an MSDS/SDS. Beta Analytic is a tracer-free laboratory. Samples that have been artificially enhanced with Carbon-12, Carbon-13, Carbon-14 or any other isotope cannot be accepted for analysis as they may cause damage to the lab’s equipment. Any damages to equipment or loss of equipment time resulting from samples that contain elevated isotope ratios will be the responsibility of Client and will be paid by Client. Client shall not send Materials Sample of commercial value or traded, or potentially traded in the antiquities sales and/or trade industry. Client shall defend, indemnify, and hold harmless Beta Analytic, its subsidiaries, parents and affiliates and their directors, shareholders, agents, and employees (collectively “Indemnitees”) from and against any and all losses, claims, liability and costs arising out of or relating to: (a) Client’s breach of this Section 3; (b) the actions of Beta Analytic or the Indemnitees in performance of or in connection with the Services for or at the request of Client or any of its agents, directors, shareholders, members, managers, partners, employees, representatives, agents or affiliates; (c) the use by Client of any data or Report provided by Beta Analytic; or (d) the disposal of any Materials Sample(s).

4. PAYMENT. Client shall pay the prices specified by Beta Analytic for Services performed. Payment is due upon Client’s receipt of Beta Analytic’s invoice. Client shall make all payments in immediately available funds. If payments are not timely made, Beta Analytic may charge interest on any unpaid amounts at a rate of 1.5% per month and suspend performance for all Services. Client shall reimburse Beta Analytic for all costs incurred in collecting any late payments, including attorneys’ fees. Release of any Report to Client, or any third party at Client’s direction, will be conditioned on Beta Analytic’s receipt of all fees, costs and other compensation payable pursuant to this Agreement.

5. DELAYS. Beta Analytic is dedicated to meeting quoted performance dates, but shall not be responsible for any delay in performance caused by factors beyond its control, including but not limited to, acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts or other similar causes. In such event, Beta Analytic’s performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay.

6. TESTING LIMITATIONS. Beta Analytic reserves the right to decline any material for analysis for any reason at its sole discretion. Except in unique cases with prior agreement, Beta Analytic does NOT provide testing on materials including, but not limited to the following: (1) antiques or other privately held possessions; (2) books, manuscripts or objects of art; (3) materials for authentication or insurance valuation; (4) materials subject to antiquities trading and selling; (5) materials intentionally labeled with carbon-14 or carbon-13; (6) C14 contaminated soil or water from nuclear power plant facility grounds; (7) samples containing dangerous levels of pollutants or pathogens; (8) prepared graphite or CO2 from AMS satellite labs; (9) any sample that has been in another AMS laboratory; (10) samples being tested by individuals which qualify as “science fiction” (e.g. aliens, modern dinosaurs, etc.). KNOWINGLY SUBMITTING SAMPLES OF THESE TYPES QUALIFIES AS FRAUD AND CLIENT WILL BE HELD ACCOUNTABLE TO ANY AND ALL SUBSEQUENT DAMAGES – BETA WILL PROVIDE NO CONSULTATION OR CUSTOMER SUPPORT FOR SUCH RESULTS.

7. TERMINATION; STOP WORK. Beta Analytic reserves the right at any time to stop work in performing the Services and reverse its decision to accept and analyze the Materials Sample if Beta Analytic determines, in its sole discretion, that Client’s Materials Sample is unsuitable for testing. In such case, Beta Analytic may return or dispose of Client’s Materials Sample at Beta Analytic’s sole discretion and Client’s sole cost and expense. Beta Analytic may also terminate this Agreement immediately upon material breach of any of its terms by Client. Client will promptly pay Beta Analytic for Services performed before such termination, regardless of whether such Services are complete.

8. CONFIDENTIALITY. Beta Analytic understands that the information received from Client, or developed through the performance of Services, is confidential. Beta Analytic agrees that, for twelve (12) months from the date of receipt of such information, it will not disclose such information, without prior written consent of the Client, to any person other than Beta Analytic’s employees, agents or subcontractors who have a need to know in order to provide the Services. Notwithstanding the foregoing, confidential information shall not include information that: (a) was known by Beta Analytic prior to the time it was received from Client; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Beta Analytic or Beta Analytic’s agent or subcontractor.
subcontractor; (c) is made known to Beta Analytic by a third person who does not impose any obligation of confidence on Beta Analytic with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order, provided that Beta Analytic shall provide notice to the Client prior to such disclosure; or (e) information that is independently developed or discovered by Beta Analytic without reference to the confidential information.

9. OWNERSHIP OF DOCUMENTS/MATERIALS. The final Report produced pursuant to this Agreement shall be considered “work for hire” and Beta Analytic transfers any ownership claim to the Client and such Report, following payment for same, will be the property of the Client. Nothing in this Agreement, however, shall be construed or interpreted to confer on Client any rights or interests in any tools, systems, intellectual property or know-how used by Beta Analytic to develop any results or Reports or otherwise deliver Services. Client acknowledges and agrees that Beta Analytic shall have no obligation to deliver, and Client has no rights in, or to receive, any raw data or information developed or used to develop the final results or Report(s). Client understands and agrees that all or some portion of the Materials Sample(s) may be consumed or altered in the process of or as a result of Beta Analytic’s performance of Services. Beta Analytic shall be under no obligation to return, replenish or repair any Materials Sample or part of any Materials Sample submitted for analysis in connection with the performance of Services.

10. LIMITED WARRANTY. Beta Analytic warrants to Client that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with applicable standards and will devote adequate resources to meet its obligations under this Agreement. Beta Analytic’s sole and exclusive liability and Client’s sole and exclusive remedy for all claims of defects in the Services will be, in Beta Analytic’s discretion, to either credit or refund the fees paid by Client for the subject Services found to be defective. All claims for defects in the Services must be asserted within three (3) months of the date on which the subject Services were completed and any claim not asserted within such period shall be deemed irrevocably waived. Beta Analytic MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.

11. LIMITATION OF LIABILITY. Client acknowledges and agrees that Beta Analytic’s role in furnishing Services is merely to analyze Materials Samples and issue a Report detailing Beta Analytic’s findings. Beta Analytic makes no recommendation as to any action Client should take based on its findings. Client represents and warrants that it possesses sufficient experience, knowledge, and skill to use its own judgment in deciding upon any course of action or inaction it may take after receiving Beta Analytic’s Report. In no event shall Client attempt to hold Beta Analytic responsible for Client’s conduct based on Beta Analytic’s findings. Without limiting the foregoing, Beta Analytic, its agents, representatives, employees, officers, directors, shareholders, and subsidiaries (collectively “Affiliates”) shall in no event be liable for claims for consequential, incidental, indirect, special, or punitive damages arising out of or relating to this Agreement and the Services, including but not limited to, claims based upon loss of use, lost profits or revenue, lost goodwill, work stoppage, environmental damage, loss by reason of shutdown or non-operation, or increased expenses of operation, whether or not the claimed loss or damage is based on breach of contract, breach of warranty, tort (including negligence and strict liability), or otherwise. The maximum liability of Beta Analytic and its Affiliates under or in any way relating to this Agreement shall not exceed the fees paid by Client for Services during the three (3) month period preceding the date of the occurrence of the event giving rise to liability.

12. GOVERNING LAW; DISPUTE RESOLUTION. This Agreement shall be construed under and governed by the laws of the State of Florida, USA. If Client is domiciled in the USA, then the parties agree that if any dispute shall arise under or in connection with this Agreement or the Services, then the appropriate courts in and for Miami-Dade County, Florida shall have exclusive jurisdiction and the parties waive any objection to such venue and jurisdiction. If Client is domiciled outside the USA, however, then, other than actions for injunctive relief, any dispute between the parties arising from or relating to this Agreement shall be submitted to binding arbitration in Miami-Dade County, Florida, USA, before a single arbitrator in accordance with the International Arbitration Rules of the American Arbitration Association. The results of any such arbitration shall be confidential, final, and binding on the parties and judgment upon the award rendered by such binding arbitration may be entered in any court having jurisdiction.

13. MISCELLANEOUS. Beta Analytic may perform Services under this Agreement directly or through subcontractors. Should Beta Analytic engage a subcontractor to perform Services, Beta Analytic will be responsible for such Services as if performed by Beta Analytic, subject to this Agreement. Neither party may assign this Agreement, or any of their rights or obligations under this Agreement, without the prior written consent of the other party. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. No waiver of a condition or nonperformance of an obligation is effective unless it is in writing and signed by the party granting the waiver.

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