

27027 Westheimer Parkway, Suite 700
Katy, Texas 77494
www.metrologics.net

TERMS and CONDITIONS

PURCHASE ORDERS

In the event any interested party ("Client") desires to retain METROLOGICS, LLC for any of the aforementioned services, or any other services provided by METROLOGICS, LLC, Client must enter into a written Purchase Order with METROLOGICS, LLC. Such written Purchase Order shall be executed by METROLOGICS, LLC and Client shall include, but not be limited to the following:

QUALITY CONTROL

- a. All services shall be performed in accordance with specifications and with METROLOGICS, LLC's Quality Assurance/Quality Control Plan ("QA/QC Plan") in effect at the time the services are performed. METROLOGICS, LLC reserves the right to deviate from standard methodologies where this, in METROLOGICS, LLC's sole discretion, is advisable.
- b. METROLOGICS, LLC represents that its services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals providing like services under similar circumstances except as set out herein. **NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OF RESULTS IS INCLUDED OR INTENDED IN THIS PROPOSAL OR IN ANY REPORT, OPINION OR DOCUMENT PREPARED BY METROLOGICS, LLC IN CONNECTION HEREWITH OR OTHERWISE.**

SUBCONTRACTING

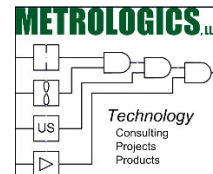
METROLOGICS, LLC reserves the right to subcontract services ordered by Client if, in METROLOGICS, LLC's sole discretion, it is advisable to do so. METROLOGICS, LLC will bill the client a subcontractor cost plus 20% for handling.

PAYMENT

- a. METROLOGICS, LLC shall be paid in accordance with the prices as set out in METROLOGICS, LLC's Schedule of Charges in effect when the service or analyses are performed unless otherwise agreed by the parties in writing. The current Schedule of Charges is subject to change without notice.
- b. METROLOGICS, LLC shall submit invoices to Client upon completion of each job, or as agreed upon by the parties in writing, including any applicable sales, use or similar taxes. Unless otherwise agreed to in writing invoices shall be due and payable within ten (30) days after receipt by Client.
- c. Client shall be obligated to pay METROLOGICS, LLC interest on any overdue balance at an annual rate of fifteen (18%) percent or the maximum legal rate, until paid in full. Payments shall first be applied to accrued interest, if any, and then to the overdue balance.
- d. METROLOGICS, LLC reserves the right to cease all work hereunder in the event Client does not timely pay its invoices or if in METROLOGICS, LLC's sole discretion, the Client's financial condition or other circumstances do not warrant the continuing performance of services on the above terms.
- e. Any equipment returned to Metrologics, LLC will be subject to a 15% restocking fee.

LIMITATION OF LIABILITY

- a. METROLOGICS, LLC will use its best efforts to comply with required by codes and government regulations or Client specified requirements, but unless specifically agreed to in writing between METROLOGICS, LLC and Client, are therefore as described.
- b. Unless otherwise agreed to in writing by METROLOGICS, LLC, METROLOGICS, LLC's maximum liability to Client, its employees, agents, subcontractors and to all other persons arising out of or related to the performance of the work agreed upon by the parties for any reason and all reasons, whether in contract, under any claims warranty, in tort, or otherwise shall be limited to METROLOGICS, LLC promptly re-performing any deficient work at its own expense or at METROLOGICS, LLC's option, refunding the money paid for such work. In no event shall METROLOGICS, LLC be liable for incidental or consequential damages, including, without limitation, business interruption, loss of use, or loss of profits incurred by Client, its subsidiaries, affiliates, or successors arising out of or related to the performance of



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services by METROLOGICS, LLC, its subsidiaries, affiliates successors or subcontractors, regardless whether such claim is based upon any of the above stated reasons or otherwise.

INDEMNIFICATION

Unless otherwise agreed to in writing, if any suit, proceeding, claim or action except one arising from the sole negligence of METROLOGICS, LLC, whether civil, criminal, administrative or investigative of any nature whatsoever, is threatened or brought against METROLOGICS, LLC, or any parent of METROLOGICS, LLC or any of its subsidiaries or affiliated companies by any third party including, without limitation, any insurer asserting subrogation rights of Client, any governmental or administrative body, or any private person or entity arising out of or relating to the performance of services by METROLOGICS, LLC, any parent of METROLOGICS, LLC, or any of METROLOGICS, LLC's subsidiaries, or affiliated companies, and their officers, directors, agents, employees, and subcontractors from and against any expenses (including attorney's fees), damages, judgments, fines or amounts paid in settlement.

FORCE MAJEURE

METROLOGICS, LLC shall not be responsible for damages or delays in performance caused by but not limited to, unusual weather conditions, fires, floods, epidemics, war, riots, strikes, lockouts, governmental action or failure to act, industrial disturbances, unanticipated site conditions, inability with reasonable diligence to supply personnel, equipment, or material to the project, delays or damage during shipment or any other condition beyond METROLOGICS, LLC's control. Any such delays shall in no event excuse Client from paying amounts owed for services performed prior to the occurrence of the delay.

TERMINATION

Either party may terminate the Purchase Order at any time by sending to the other a written Notice of Termination. Upon termination, METROLOGICS, LLC shall invoice Client for services performed and charges incurred prior to termination, plus termination charges for bringing ongoing work to a reasonable stopping place, which invoice shall be paid within ten (10) days following receipt by client.

NO OTHER REPRESENTATIONS TO CLIENT, EXPRESS OR IMPLIED, AND NO WARRANTY OF RESULTS IS INCLUDED OR INTENDED IN THIS SCHEDULE OF CHARGES.

THIS SCHEDULE OF CHARGES IS NOT A PURCHASE ORDER, AGREEMENT OR OTHERWISE. METROLOGICS, LLC AND CLIENT DO NOT INTEND FOR THIS SCHEDULE OF CHARGES TO BE A PURCHASE ORDER, AGREEMENT OR OTHERWISE. IT IS MERELY INFORMATION REGARDING SERVICES PERFORMED BY METROLOGICS, LLC AND VARIOUS PROVISIONS THAT METROLOGICS, LLC EXPECTS TO BE IN ANY PURCHASE ORDER. THERE WILL BE NO BINDING AGREEMENTS UNTIL METROLOGICS, LLC AND CLIENT HAVE SIGNED A DULY EXECUTED PURCHASE ORDER. SUCH PURCHASE ORDER SHALL CONSTITUTE THE ENTIRE AGREEMENT.