



# TERMS AND CONDITIONS

1. All procedures will be performed in accordance with the IMR, Inc. Quality Assurance Manual, current revision and the PWA-MCL Manual F-23. IMR maintains a quality system in compliance with ISO/IEC 17025:2005.
2. Unless otherwise agreed to, IMR will provide a written Test Report upon completion of testing for the Customers' exclusive use only. The Customer shall be deemed to have accepted the Report without qualification unless within 30 days from the date of the Report the Customer notifies IMR in writing of the specific details of any errors, omissions, or defects contained therein.
3. Any copying or distribution of the Report, or any use of IMR's name or trademarks, is not permitted without the prior written consent of IMR. Customers who anticipate using an IMR Report in any legal or quasi-legal proceeding shall so notify IMR at the time the sample is submitted.
4. Return shipping costs are not included. If the Customer desires return shipping of its sample(s), the cost will be billed to the Customer. Unless otherwise requested in writing by the Customer, all samples may be discarded at any time after 60 days from the date of IMR's final report.
5. The Customer may terminate any order or agreement for testing services. In such case, the Customer shall pay a cancellation fee in an amount reasonable determined by IMR in its sole discretion. The cancellation fee shall represent IMR's direct and indirect costs incurred up to the date of termination.
6. Payment in full is due within 30 days of the invoice date. If not paid when due, IMR reserves the right to add 1.5% per month of the amount past due, or any part thereof. The Customer will be charged a \$50 fee in addition to any bank charges for each check returned unpaid. The Customer agrees to pay all costs of collection whatsoever, including reasonable attorney's fees and court costs.
7. Customer assumes liability as principal for payment of any invoice rendered in connection with the services performed for or on behalf of the Customer.
8. Failure to enforce any term or condition herein shall not constitute a waiver or any term of condition hereof.
9. IMR and the Customer agree that any disputes arising out of this agreement or the services or testing provided by IMR will be governed pursuant to the laws of the State of New York. The parties specifically waive any objection to, and hereby consent to, jurisdiction and venue in the courts of Tompkins County, New York.