

THESE TERMS AND CONDITIONS SHALL GOVERN ANY QUOTES, FEES, OR SERVICES RENDERED BY ULTRASPEC LAB LTD. ACCEPTANCE OF A QUOTE SHALL BE DEEMED TO CONFIRM A CLIENT'S ACCEPTANCE OF THESE TERMS AND CONDITIONS.

WHERE A MASTER SERVICES AGREEMENT ("MSA") CONTRACT HAS BEEN ENTERED INTO BETWEEN A CLIENT AND ULTRASPEC LAB LTD., THESE TERMS AND CONDITIONS SHALL SUPPLEMENT THE MSA BUT IN THE EVENT OF A CONFLICT BETWEEN AN MSA OR CONTRACT FOR SERVICES AND THESE TERMS AND CONDITIONS, THE MSA OR CONTRACT FOR SERVICES SHALL GOVERN.

ARTICLE 1. ULTRASPEC LAB LTD. RESPONSIBILITIES

1.1 ULTRASPEC LAB LTD. of British Columbia, Canada hereafter referred to as ("ULTRASPEC") shall perform testing services consistent with applicable standard practices, laws, and regulations. 1.2 ULTRASPEC may perform services for persons or entities (private, public or governmental) who are issuing instructions to ULTRASPEC (hereinafter, the "CLIENT"). CLIENT agrees to comply with the Terms and Conditions set out herein.

- 1.3 ULTRASPEC shall prepare reports of services performed indicating results of testing. ULTRASPEC reserves the right to utilize external (non-ULTRASPEC) laboratory resources to produce the results of testing as required so long as notice of such use has been provided to the CLIENT. Such results and reports thereon will be based solely upon samples as provided by CLIENT. Such results and reports are intended for use by persons having professional skill and training in the interpretation of such results and reports. ULTRASPEC assumes no responsibility, and CLIENT hereby waives all claims against ULTRASPEC, for interpretation of such results and reports.
- 1.4 ULTRASPEC and its employees or agents, shall not use (except in the course of the services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, CLIENT'S Confidential Information. For purposes of these Terms and Conditions, "Confidential Information" shall include but is not limited to, financial data, fees, quotes, forecasts, employee, supplier, and customer information, business or marketing plans, trade secrets or other intellectual property, contracts and documents of internal nature or with third parties, and policies and procedures of the business.

ARTICLE 2. CLIENT RESPONSIBILITIES

- 2.1 CLIENT shall designate in writing a person(s) or entity to act as CLIENT'S authorized representative ("Designated Representative(s)") with respect to ULTRASPEC's services to be performed. Such person(s) or entity shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT'S expense, additional services.
- 2.2 CLIENT hereby represents and warrants that it has the full right and authority to enter into an agreement, whether written or verbal, with ULTRASPEC.
- 2.3 CLIENT represents and warrants to ULTRASPEC that it has obtained, and will maintain and comply with, all applicable permits and licenses required from any third party or governmental body or other regulatory organization in respect of its operations (the "License(s)"). CLIENT further covenants

to, upon request by ULTRASPEC, provide copies of its then-current Licence(s) to ULTRASPEC.

- 2.4 CLIENT shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, ULTRASPEC's Confidential Information.
- 2.5 CLIENT agrees to provide information reasonably requested by ULTRASPEC, including but not limited to data sheets of the CLIENT, as are necessary for ULTRASPEC to complete its report.

ARTICLE 3. REPORTS

- 3.1 ULTRASPEC makes no warranties on the CLIENT'S overall product(s). All ULTRASPEC reports on the results of product testing relate only to the sample(s) received and tested by ULTRASPEC at the time of testing. ULTRASPEC warrants that all sample(s) were tested in accordance with its Standard Test Procedures and in accordance with acceptable regulatory requirement.
- 3.2 Any report or results furnished by ULTRASPEC is furnished solely for the benefit of CLIENT and any of its Designated Representative(s) and shall be the confidential property of CLIENT. Such report may not be distributed or reproduced except in full. CLIENT shall not at any time misrepresent, amend, or alter the content of any report or other information received from or relating to ULTRASPEC or its work on behalf of CLIENT.
- 3.3 Unless otherwise required by law, ULTRASPEC shall provide its report only to the Designated Representative(s).
- 3.4 Any action taken by CLIENT based on results and reports designated by ULTRASPEC as "**preliminary**" or "**verbal**" or "**partial**" are at CLIENT'S own risk. However, any decision to recall or withdraw product based on test results is CLIENT'S sole responsibility and CLIENT shall bear all costs and liability related to any such decision.
- 3.5 CLIENT shall not, without prior written consent of ULTRASPEC, use ULTRASPEC's name, trademark, logo or any results or reports prepared by ULTRASPEC in connection with any sale, marketing or advertising. CLIENT shall not, under any circumstances, use ULTRASPEC's name, trademark, logo or any results or report prepared by ULTRASPEC in any manner which may cause harm to ULTRASPEC's reputation and/or business.
- 3.6 CLIENTS that request a re-test agree to pay additional fee if ULTRASPEC confirms original findings.

ARTICLE 4. RETENTION

- 4.1 After results have been reported to CLIENT, products will be retained and disposed of by ULTRASPEC as detailed in ULTRASPEC's Standard Operating Procedure for retention and destruction. ULTRASPEC shall not be responsible for providing a refund or compensation for unused products of CLIENT
- 4.2 ULTRASPEC shall retain all pertinent records as required by Federal regulations following submission of a report relating to the services performed, during which period the records will be made available to CLIENT upon written request, for which the request may result in additional costs.

ARTICLE 5. PAYMENT

CLIENT shall pay ULTRASPEC for services and expenses in accordance with ULTRASPEC's invoices which shall be paid upon receipt or within thirty (30) days of the date of invoice upon credit approval, unless otherwise communicated to CLIENT in

writing. ULTRASPEC reserves the right, prior to performing any services, to require from CLIENT satisfactory security for performance of CLIENT'S obligations. If CLIENT fails to furnish satisfactory credit information, security, or if its account is in arrears, ULTRASPEC may, at its option, defer further performance or terminate its arrangement with CLIENT.

ARTICLE 6. LIMITATION OF LIABILITY & INDEMNIFICATION

- 6.1 All terms, conditions and warranties (including any warranty as to merchantable quality or fitness for a particular purpose) implied by common law or statute ("implied warranties") as to the manner, quality and timing of the testing service are excluded unless the exclusion of any such implied warranties would contravene applicable law or cause any part of these terms or conditions or any other agreements to be void. The warranties, obligations and liabilities of ULTRASPEC hereunder are exclusive.
- 6.2 ULTRASPEC's liability to client for breach of any of the terms or conditions or any agreement of any implied warranties, or for any negligence or other wrongdoing in the performance of testing services, is limited at CLIENT's option to either re-performing the testing service or refunding the total fee paid in respect of that part of the testing service.
- 6.3 Notwithstanding section 6.2 hereof, ULTRASPEC shall have no liability for any indirect, incidental, consequential, or special damages including without limitation loss of profits, loss of business, loss of opportunity, loss of data, loss of information system, loss of goodwill, or cost of product recall.
- 6.4 CLIENT shall hold harmless and indemnify ULTRASPEC and its directors, officers, employees, agents and subcontractors against all claims (actual or threatened) by any third party for loss, liability, damage or expense of whatsoever nature including all legal expenses and related costs, howsoever arising, relating to any breach of the CLIENT's representations and warranties contained herein, breach of any term of these terms and conditions, and the use, application, or unauthorized disclosure of any reports, results, or other documentation provided by ULTRASPEC.

ARTICLE 7. DISPUTE RESOLUTION

Any disputes between ULTRASPEC and the CLIENT, which cannot be resolved after good faith discussions have been attempted, shall be finally settled in accordance with and subject to the provisions of the *Arbitration Act, RSA 2000, c A-43* or any statutory modification thereof for the time being in force, and the decision of the Arbitrator shall be final and binding upon the parties. All costs of such arbitration(s) shall be at the discretion of the Arbitrator. The arbitration shall take place in Victoria, British Columbia and be conducted in the English language.

ARTICLE 8. GENERAL CONDITIONS

- 8.1 ULTRASPEC may terminate its relationship with CLIENT for any material breach of the Terms and Conditions. CLIENT may terminate its relationship with ULTRASPEC for any reason upon written notice of termination to ULTRASPEC. If services are terminated by either party for any reason, CLIENT shall pay ULTRASPEC in full for all services, completed in part or in whole, performed through the termination date, and any reportable results, completed in

whole, shall be provided to the CLIENT upon payment of services rendered.

- 8.2 CLIENT may not delegate, assign or transfer obligations or interest in the services to be performed by ULTRASPEC without the prior written consent of ULTRASPEC. ULTRASPEC may assign or transfer some or all of its rights at any time to an affiliate or third party provided such affiliate or third party assumes ULTRASPEC's obligations under any agreement with the CLIENT.
- 8.3 Except for payment obligations, if the performance of ULTRASPEC's obligations to the CLIENT are interfered with, in whole or in part, by circumstances beyond the reasonable control of either party ("event of force majeure") including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, acts of public enemies, law, order, regulation, ordinance or requirement of any government or its representative or legal body having jurisdiction, or labour unrest such as strikes, slowdowns, picketing, boycotts, or cybersecurity incident, then the party affected shall be excused from such performance on a day by day basis to the extent that such party's obligations relate to the performance so interfered with; provided that the party so affected shall use commercially reasonable efforts to expeditiously remove such causes of non-performance. In respect of the foregoing related to cybersecurity incidents, ULTRASPEC shall not be responsible for any loss, destruction, or damage to data, reports or results, or have any liability to the CLIENT due to lack of access to data, reports or results, based on a cybersecurity incident affecting ULTRASPEC's operations, irrespective of whether the cause of such cybersecurity incident was internal or external and whether or not it was caused by any type of cyber-attack, network failures, human error, or any shortcomings in ULTRASPEC's cybersecurity systems or program, unless such shortcomings were due to the gross negligence of ULTRASPEC.
- 8.4 These Terms and Conditions (and the terms of any quote or fees to which the Terms and Conditions may be attached), represent the entire agreement between CLIENT and ULTRASPEC and supersedes all negotiations, representations or agreements, written or oral. Terms and Conditions included in CLIENT'S purchase order or any other document shall not be applicable. The obligations set forth in Sections 1.3, 2.3, 3.1, 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 8.1 and Articles 5, 6 and 7 shall survive the termination of any services rendered.
- 8.5 In the event that any of the provisions of these Terms and Conditions are, or become, null or void, such provisions shall be deemed to have been deleted and the remaining provisions hereof shall remain valid and enforceable.
- 8.6 The validity, interpretation and performance of these Terms and Conditions and any other agreements between the CLIENT and ULTRASPEC shall be governed by the laws of the Province of Alberta and Federal laws of Canada, as applicable.
- 8.7 If for any reason an agreement is not signed by CLIENT and ULTRASPEC, any conduct by CLIENT which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to CLIENT providing samples to ULTRASPEC and/or performance of any service by ULTRASPEC for the benefit of CLIENT shall constitute acceptance by CLIENT of an agreement between ULTRASPEC and the CLIENT and these Terms and Conditions.

ARTICLE 9. CHANGES TO OUR TERMS AND CONDITIONS

ULTRASPEC reserve the right to change these Terms and Conditions at any time by posting the said changes on our website. These changes will become effective 30 days after the day they are posted on our website. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms and Conditions, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise.

CLIENT'S continued use of ULTRASPEC's services or products after any change to these Terms and Conditions and ULTRASPEC's notifying you will constitute CLIENT'S acceptance of such change. If CLIENT does not agree with the changes to these Terms and Conditions, CLIENT may terminate services pursuant to Section 8.1 hereof.