

Pat-Chem Laboratories
 11990 Discovery Court
 Moorpark, CA 93021

CHAIN OF CUSTODY RECORD

Phone (805) 532-0012
 Fax (805) 532-0016

Sample I.D.#: _____

Customer Name				P.O.#		Project Location			
Address				Phone #		Sampled by			
City, State, Zip				Report Attention					

Lab #	Date Sampled	Time Sampled	Comp or Grab	Type <small>**see below</small>	SAMPLE DESCRIPTION	No. Rec.	Required Tests	Preservatives	Bottle Type

Signature	Print Name	Company	Date	Time
Relinquished by				
Received by				
Relinquished by				
Received by				
Relinquished by				
Received by				

pH: _____

Temperature: _____

Initial Flow: _____

Final Flow: _____

**** Type: AQ = aqueous NA = Nonaqueous SL = Sludge**
 SO = Soil PE = Petroleum OT = Other
 Note: Samples are discarded 30 days after results are reported, unless other arrangements are made. Hazardous samples will be returned to client, or disposed at the CLIENTS expense.

Composite Sampler Setup Date: ___ / ___ / ___ Composite Sampler Setup Time: ___ : ___

PAT-CHEM INC.
GENERAL TERMS AND CONDITIONS 9/97

1. **Acceptance.** Pat-Chem Inc. (hereinafter referred to as "PCL") offers and will accept orders for services (as defined herein) only under the following General Terms and Conditions (the "Terms"). These Terms shall not apply if PCL and the Customer shall have executed a separate agreement in writing which does not incorporate the Terms. No modifications to the Terms shall be valid and binding unless in writing and signed by an authorized representative of Customer and PCL. Customer's order for services shall be subject to the Terms and the Terms shall be binding upon PCL by signature of its authorized representative or by PCL's performance of Customer's order. For purpose of this Agreement, "services" shall mean all work to be performed for Customer, including provision of all equipment and materials to be furnished by PCL.

2. **Independent Contractor.** PCL acts solely as an independent contractor in performing services.

3. **Customer Responsibility.** Customer shall at all times be responsible for the complete care, custody, and control of the sampling site and/or locations (the "Site"). Therefore, Customer is responsible for conditions in and about the Site and for advising PCL of the same and of all information required to enable PCL to perform its services safely and efficiently.

4. **No Warranties.** PCL makes no warranty or representation, express or implied (by statute or otherwise), or guarantee of results from the performance of services pursuant to this Agreement. In providing services, PCL's employees will exercise their best judgment under the prevailing conditions as they have observed and understand them using accepted standards and normal operating procedures. Any information, recommendation, interpretation, or opinion by PCL is based upon inferences and assumptions which are subject to error, and with respect to which analysis may differ. Accordingly, PCL does not assume any liability with respect to the use of, or for damages resulting from the use of, any information, data, test results, analysis, apparatus, method, or process disclosed by PCL. In no event shall PCL's liability under this Agreement or in connection with any service hereunder exceed the amount of compensation received by PCL under this Agreement in payment for the services which are the subject matter of the alleged liability to the maximum extent permitted by applicable law. PCL negates and disclaims all implied warranties whatsoever, including, without limitation, all implied warranties of MERCHANTABILITY, CONDITION, DURABILITY, DESIGN, CAPACITY, OPERABILITY, NO REDHIBITORY DEFECTS, OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Hold Harmless.** Customer releases and shall save, indemnify, defend, and hold PCL, its employees, officers, directors, agents, affiliates, subsidiaries, and each parent of PCL (PCL and each of said employees, officers, directors, agents, affiliates, subsidiaries, and each parent of PCL being herein called and "Indemnified Person") harmless from and against any and all liabilities, losses or damages, claims, demands, causes of action, suits and associated expenses (including, but not limited to all court costs, expert witness fees, investigative expenses and attorney's fees (the "Litigation Expenses"), and awards arising in favor of Customer or any third party as a result of, and/or in any way occurring, incident to, arising out of, or in connection with the performance of services by PCL pursuant to the Agreement and/or the transportation, handling, or disposal of Customer's Hazardous Materials: (i) injury, disease, or death to persons, (ii) damage to, loss of, or loss of use of property (including subsurface formations, or other underground damage, pollution damage to any surface or subsurface area or water, surface damage arising from underground damage or damage to any machine or equipment or damage to any site), and/or (iii) financial loss of every kind or character.

This indemnity shall not apply to any of the foregoing losses, costs, damages, or injuries caused solely by the gross negligence or willful misconduct of PCL or its employees. Further, this indemnity shall specifically apply to losses, claims, damages, liabilities, awards, demands, Litigation Expenses, suits or causes of action of every kind and character arising out of or in connection with the negligence of or breach of contract by any Indemnified Person, whether actual or alleged, in their performance of services under this agreement. The foregoing indemnities will be in addition to any liability which the Customer might otherwise have to PCL and the other Indemnified Persons. To the extent necessary under applicable law, Customer agrees that its indemnity obligation

will be supported by available liability insurance coverage to be furnished by Customer, which insurance shall be in the maximum amounts permitted under applicable law.

In no event shall PCL be liable to Customer for indirect, punitive, special, incidental, or consequential damages (including, without limitation, loss of profit or business interruption), Litigation Expenses or other fees (including, without limitation, attorneys' fees, court costs, and/or pre- or post-judgment interest), or any other expenses or costs incurred by Customer or any other party in any litigation against or involving PCL or any Indemnified Person in connection with this Agreement even if Customer is the prevailing party.

6. **Hazardous Substances.** In order for PCL to perform the services requested by Customer, Customer will provide and PCL will receive sample materials for analyses such as asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such under any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof (the "Hazardous Materials"). Customer understands and agrees that any Hazardous Materials received by PCL from Customer or at Customer's request shall remain the property of Customer and that upon completion of PCL's services PCL will dispose of all unused portions of samples as specified by Customer. In the event Customer does not specify its preferred method of disposal, PCL will return to Customer all unused samples which contain Hazardous Materials. PCL reserves the right to charge Customer for the disposal of unused samples in accordance with PCL's current sample disposal policy.

7. **Access to Sampling Sites.** With respect to onshore or offshore operations, Customer shall arrange for and provide, at its expense, safe and adequate means of transportation as required for PCL's personnel and equipment to gain access in or return from a Site and shall obtain at Customer's sole cost and expense all permits, licenses or other authorization required for PCL to enter upon said Site for the purposes contemplated. When necessary to repair roads or bridges to move PCL's equipment or personnel, such shall be arranged and paid for by customer.

8. **Storage.** Customer shall provide safe and proper storage space at the Site, meeting all applicable safety and security requirements consistent with good industry practices, for PCL's equipment and materials, if any.

9. **Confidentiality.**

a. Data and the sample materials provided by Customer or at Customer's request and the results obtained by PCL shall be held in confidence (unless such information is generally available to the public or is in the domain or Customer has failed to pay PCL for all services rendered or is otherwise in breach of this Agreement) subject to any disclosure required by law or legal process. PCL shall use the same standard of care it uses in protecting its own confidential data and shall not be responsible for unauthorized disclosure of said data where such standard was observed.

b. PCL's reports and the data and information provided therein are for the exclusive use and benefit of Customer and Customer agrees there shall be no third party beneficiary of such reports, data, or information. Customer will not disclose to any third party any information concerning PCL's technical information, software programs, or other formulations.

10. **Prices/Payment.** Customer shall pay PCL in accordance with PCL's applicable Price Schedule in effect in the area of operations on the date the services are rendered. The Price Schedule is subject to change at any time without notice. Terms for payment of charges are NET CASH within thirty (30) days from date of invoice. To the fullest extent permitted (if at all) by applicable law, any amount unpaid at the end of thirty (30) days is subject to interest at the lesser of the maximum rate permitted by law or one and one-half percent (1.5%) per month on the unpaid balance. If unpaid amounts are collected through legal proceedings or by an attorney, Customer shall pay reasonable costs and attorneys' fees or agents' fees associated with such collection procedures or efforts.

11. **Cancellation.** Customer may cancel any order for services hereunder subject to payment for all service rendered and out-of-pocket expenses incurred up to date of cancellation in accordance with the applicable Price Schedule.

12. **Taxes.** Any tax or levy, whether now in force or enacted or levied in the future, except a tax based on PCL's net income, based on or measured by the charges for the services furnished hereunder shall be in addition to the charges specified in the Price Schedule and shall be paid by Customer. All taxes, duties, or other governmental charges assessed outside the United States shall be reimbursed by Customer.

13. **Severability.** Should any provision of the Terms be held invalid, illegal or unenforceable, such action shall not affect any other provision of the Terms.

14. **Waiver.** Failure by either party to enforce any of the Terms in any particular instance shall neither constitute a waiver of its rights under this Agreement, nor shall it constitute a continuing waiver or preclude subsequent enforcement thereof.

15. **Legal Construction, Interpretation and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, exclusive of procedural rules for choice of applicable law. The rights, duties and obligation described herein arose in and are performed in Ventura County, California.

16. **Assignment.** This Agreement shall not be assigned by Customer without the prior written consent of PCL.

17. **Force Majeure.** PCL shall not be responsible for delay or failure to perform the services pursuant to this Agreement due to causes beyond its control.

18. **Overriding Agreement.** The parties agree that the Terms shall govern performance of Customer's initial order and all subsequent orders for additional services, whether placed in writing or orally, except to the extent the Terms are modified in writing and executed by an authorized representative of each party.

19. **Entire Agreement.** The Terms and any applicable Price Schedule represent the entire Agreement of the parties. PCL shall not be bound by any prior or contemporaneous oral or written understanding, agreements, and/or Customer purchase orders with respect to the service to be performed pursuant to this Agreement.

20. **Agreement Modifications.** Changes, notifications or amendments to the Terms shall be effective only if in writing and executed by an officer of PCL and by Customer's authorized representative, except that subsequent orders for additional services may be oral or in writing.

21. **Witness Fees.** Should PCL or any of its employees be called to testify (whether at a trial, deposition, administrative proceeding, or other use), participate in discovery, or otherwise assist in any dispute between Customer and any third party with respect to any of PCL's work or services, and whether or not PCL or its employees shall have been subpoenaed to testify or assist, Customer shall pay PCL's then current applicable rates, charges, and other fees for such services.

22. **No Third Party Beneficiaries, No Right of Reliance.** PCL shall have no responsibility or liability for Customer's use of or reliance on the data, information, or reports furnished by PCL. Customer is securing services hereunder for his own account, and not as an agent or broker, or in any other representative capacity, for any other person or entity. It is agreed and acknowledged that there are no third party beneficiaries to this Agreement, and that no third party may rely on such data, information, or reports. Customer represents, warrants, and agrees that said data, information, and reports are not requested, nor shall be used or relied upon, in connection with or as part of, the purchase, sale, underwriting, or distributions of any securities, any periodic or other reporting to the holders of any securities, the securing, amendment, renewal, or extension of any loan from any financial institution or other lender, or the certification to or contracting with, directly or indirectly, any governmental agency or department.