



Timber Products Inspection, Inc. Laboratory Terms and Conditions

The provisions of these Laboratory Terms and Conditions shall apply with respect to any and all laboratory services that Timber Products Inspection, Inc., provides for various clients. In the event of a conflict between these Terms and Conditions and any proposal, statement of work or other document executed by TP and Client, these Terms and Conditions shall apply and supersede the terms of such other agreement, unless and only to the extent such other agreement specifically references and states that it supersedes these Terms and Conditions.

1. *Term.* TP's Laboratory Terms and Conditions are effective for all laboratory services provided by TP and shall remain in effect for as long as the data is used and relied upon.

2. *Relationship of the Parties.* At all times while performing services for various clients, TP shall be an independent contractor to the client. As such, TP shall not be deemed to be an agent or representative of any client and shall have no authority to legally obligate or bind clients.

3. *Service Level.* TP will use its reasonable best efforts to provide all services with due care and skill and in accordance with industry best practices. TP personnel providing services hereunder will be properly trained and qualified to provide such services. TP will use its reasonable best efforts to comply with all applicable laws and regulations with respect to the performance of services hereunder.

4. *Payment.* Client agrees to pay all TP invoices in full within thirty (30) days of receipt. Invoices not paid within sixty (60) days shall bear interest at a rate of 1.5% per month.

5. *No Recruitment of Personnel.* TP and Client agree not to hire or solicit for the performance of services any employee or independent contractor of the other party without such other party's prior written consent during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement.

6. *Confidentiality.* All information obtained or created during the performance of services hereunder shall be treated confidentially by TP. TP shall inform Client, in advance, of any information it intends to place in the public domain unless Client has made such information publicly available, or unless otherwise agreed between TP and Client (*e.g.* for the purpose of responding to complaints). In the event TP is required by law or authorized by contractual commitments to release confidential information of or relating to Client, TP shall, unless prohibited by law, notify Client of the information released.

7. *Indemnification.* Client will hold TP and TP's affiliates, shareholders, directors, managers, officers, employees, agents and representatives (collectively, the "Indemnitees") harmless from any claims, damages, charges, liabilities, demands, expenses, lawsuits or other obligations of any nature (including, but not limited to, attorneys' fees and costs), that are threatened, asserted or secured against, or are incurred, sustained or suffered by, an Indemnitee in connection with, or directly or indirectly resulting from (a)

Client's acts or omissions or conditions, or (b) conditions at any Client site where TP personnel perform services. Client's indemnification obligations pursuant to this Agreement shall survive cancellation or termination of this Agreement, regardless of the reason for such cancellation or termination.

8. *Conformity Statements.* When conformity statements are provided, TP's Laboratories use the "Simple Acceptance" decision rule per ILAC-G8 – *Guidelines on Decision Rules and Statements of Conformity*. Simple acceptance is a conformity statement whereby a Testing Laboratory result is directly compared with a specified limit for determining pass or fail. Simple acceptance is a shared risk model whereby all parties accept that Measurement Uncertainty (MU) is inherently part of all laboratory testing. Refer to ILAC-G8 – *Guidelines on Decision Rules and Statements of Conformity* for more information.

9. *NO WARRANTY.* EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TP MAKES NO WARRANTY WITH RESPECT TO THE SUFFICIENCY, ADEQUACY, QUALITY OR APPROPRIATENESS OF SERVICES PROVIDED HEREUNDER. TP EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES PROVIDED.

10. *LIMITATION OF LIABILITY.* NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TP'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES INCURRED FOR TP'S PROVISION OF SERVICES TO CLIENT HEREUNDER.

11. *Severability.* The provisions of these terms and conditions are severable. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provisions shall remain in full force and effect.

12. *Governing Law and Venue.* These terms and conditions shall be governed by the laws of the U.S. State of Georgia. If Georgia's conflict of law rules would apply another state's laws, the parties agree that Georgia law shall still govern. Any controversy or claim arising out of or relating to these terms and conditions, or its breach shall be brought in a state or federal court of competent jurisdiction in the State of Georgia. Client waives any objection to jurisdiction or venue with respect to an action brought in such courts.

13. *Counterparts.* TP's Laboratory Terms and Conditions may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute TP's Laboratory Terms and Conditions.