

Bio-Tek Services, Inc

Terms and Conditions

Services to be Performed

Bio-Tek Services, Inc. (hereinafter called the "Company") will provide to the Client, Metrology Related Services at the Client's direction as agreed to in writing, by proposal or quotation, between the Company and the Client.

Timescales and Change Requests

The Company will use all reasonable efforts to meet any agreed upon dates for the performance of Services and shall promptly advise the Client of any potential or actual delays. Any changes in the Services to be provided or the agreed performance dates will become effective only upon written agreement between the parties. The Client will provide to the Company in a timely manner, all assistance and information and materials which the Company may reasonably request for the performance of the Services. The Company will not be liable for delays in performance caused by any delay or failure to provide same.

Acceptance/Charges and Payment

Services will be deemed to be accepted to Client's satisfaction upon delivery of the relevant deliverables by the Company. Charges for the Services will be as described in the relevant quotation and unless stated otherwise in the quotation will be on a time and materials basis. Taxes and travel fees will be added to all fees and other charges. All payments are due within 30 (thirty) calendar days from the receipt of the invoice. The Company reserves the right to charge late fees and interest charges on those balances that remain unpaid after this thirty (30) day period.

Confidential Information

Both parties to the agreement shall take all reasonable measures to keep secure any confidential Information or ideas obtained from the other party which are not in or pass into the public domain other than through the fault of the first mentioned party, or are not otherwise rightfully obtained from a third party.

Proprietary Rights

The Client may, for purposes directly connected with the work carried out under the agreement and provided that all fees and other charges due to the Company are paid, but not otherwise, freely use all intellectual property created by the Company in the course of the work carried out by the Client. Unless otherwise expressly agreed in writing, all intellectual property, including designs, drawings, written reports and other work, shall not be copied or reproduced either in part or full without the express written consent of the Company

Limitation of Liability

The Company shall provide the Services in a professional manner with due care, skill and competence at a level commensurate with industry standards. The Company's liability to the Client or any third party, for a claim of any kind arising as a result of or related to any product or Service, whether in contract, in tort (including negligence or strict liability) or otherwise, under any warranty, condition or guarantee or otherwise, shall be limited to monetary damages and the aggregate amount thereof for all claims relating to any particular Project or product provided shall in any event be limited to a sum of \$500 (Five Hundred Dollars). No action, regardless of form, may be brought by Client more than one (1) year after the events which gave rise to the cause of the action.

Right to Work for Other Clients

The Company undertakes to declare to the Client any potential conflict of interest which might reasonably be considered to prejudice our ability to perform the work in an unbiased and/or professional manner, but reserves the right to undertake assignments for any other Client where, in the reasonable opinion of the Company, no such conflict exists or that these conflicts can be effectively managed.

Termination

This agreement may be terminated by either party giving fourteen (14) days notice in writing to the other party. Payment shall be made for all work carried out and all costs reasonably incurred up to the time of termination. Either party may give notice in writing to the other party, terminate this Agreement forthwith if the other party commits a material breach of any of the terms of this Agreement and does not remedy such a breach within seven (7) days after written notice is given by the first party requiring such remedy.

General Provisions

(i) The Company shall not be liable for failure or delay in performance of its obligations under this Agreement if such failure or delay is due to causes beyond its reasonable control, including but not limited to Acts of God, war, terrorist action, riot, strike, lock-outs, trade disputes, third party delay, accident, fire, flood, storm, natural disaster, shortages, power or environmental failures.

(ii) The agreement between the Client and the Company is personal to both parties and shall not be assigned by one party to a third party without the prior written consent of the other party. The Company undertakes to carry out personally the work defined in the proposal or quotation, and will not subcontract all or part of the work without the prior written consent of the Client.

(iii) The waiver or failure of either party to exercise in any respect any right or remedy pursuant to this Agreement shall not be deemed a waiver of any further rights or remedies.

(iv) The relationship between the Company and the Client is that of independent contractors and nothing in this Agreement shall be construed (a) to give either party the power to direct or control the activities of the other party; (b) to constitute the parties as employer and employee, principal and agent, partners, joint venturers, co-owners or otherwise participants in any joint undertaking; or (c) to allow either party to create or assume any obligations on behalf of the other party for any purpose.