



Insight Environmental LLC
STANDARD TERMS AND CONDITIONS
For Technical Services

1. DEFINITIONS:

Insight Environmental LLC, "INSIGHT", and "Client" have agreed that INSIGHT will provide certain services as defined in the agreement between the parties. That agreement includes these Terms and Conditions, any proposal or confirmation letter prepared by INSIGHT, and any other documents assigned by INSIGHT and Client and Incorporated herein.

2. RESPONSIBILITIES OF INSIGHT

A. INSIGHT shall perform services for client using that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED. If any portion of our services fails to comply with this warranty obligation and INSIGHT is notified in writing within one year of the date of completion of our services, INSIGHT will promptly reperform such portion of the services, or if reperformance is impracticable, refund the amount of compensation paid to INSIGHT for such portion of the services.

B. In connection with the performance of the services, INSIGHT may deliver to the Client one or more reports or other written documents reflecting services provided, the results of such services, or INSIGHT evaluation of the results of such services. All such reports or other written documents shall become the property of Client upon and in the format of delivery; however, all original data gathered by INSIGHT and work papers including electronic documents, spreadsheets and drawings produced by INSIGHT in the performance of the services are, and shall remain the sole and exclusive property of INSIGHT.

C. Subject to any requirement or obligation INSIGHT may have under applicable law or regulation, INSIGHT agrees to release information relating to the services only to its employees and subcontractors in the performance of the services or to the Client's authorized representative and to persons designated by the authorized representative to receive such information.

D. INSIGHT shall take reasonable safety precautions with respect to the performance of the services contained in any project safety plan agreed to by the Client and INSIGHT or an equivalent document, including modifications thereto. The presence of field personnel at the site will be for the purpose of providing observation and field testing of specific aspects of the services. INSIGHT shall not be responsible for site safety and shall have no right or obligation to direct or stop the work of Client's contractors, agents, or employees.

E. INSIGHT will, upon request, provide certification of INSIGHT's insurance coverage to the client or Client's authorized representative. Client acknowledges that INSIGHT's compensation is not commensurate with the potential for liability involved in the performance of services and that such risks cannot adequately be covered by liability insurance currently available. In order to induce INSIGHT to undertake the performance of services, client agrees to limit INSIGHT's liability to client or to any third party in respect to or in connection with any claim, cause of action, or losses arising from or out of the performing of such services, such that the liability of INSIGHT for any and all losses, damages and costs (including, without limitation, attorney's fees) resulting from INSIGHT's negligence, professional or otherwise, shall not exceed INSIGHT's fees.

F. In the event of termination, or suspension for more than one (1) month, prior to completion of all reports contemplated by this Agreement, INSIGHT may complete such analyses and records as necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of INSIGHT in completing such analyses, records and reports. Client shall assume full responsibility for

3. RESPONSIBILITIES OF CLIENT:

A. The Client agrees to provide INSIGHT, its employees and subcontractors full and uninhibited access to the site and a safe working environment for performance of the services.

B. Client agrees to notify INSIGHT in writing of any potentially hazardous material known to exist or which may be present on or in the ground at the site. If any known hazardous materials at the site are disclosed to INSIGHT after the execution of this Agreement, or if any such materials or unforeseen conditions are discovered by INSIGHT after commencement of the services, the scope of services and other provisions of this Agreement shall be modified in a manner to be agreed upon by Client and INSIGHT and all obligations of INSIGHT under this Agreement will be suspended pending such modification.

C. The Client agrees to notify INSIGHT of any discrepancies between the actual conditions at the site and the description of the physical discrepancies as known to Client. If all or part of the services are to be performed in an area in which man-made chemical compounds, dust fumes, gas, noise, vibrations and other particulate or non-particulate are in the atmosphere or the ground and raises a potential health hazard or nuisance to the persons performing the services or others in the general vicinity, the Client shall notify INSIGHT in writing of such nuisance or health hazards as soon as such is known to Client.

D. The Client agrees that it will assume full responsibility and liability for any hazardous materials existing at the site of INSIGHT's work. The Client also agrees that it will indemnify and hold INSIGHT harmless from any property damage, personal injury, economic loss, consequential damages or any other damages of any sort arising out of or resulting from violations of applicable environmental regulations or in any other way arising out of the existence of hazardous materials at the site.

E. It shall be the responsibility and obligation of the Client to notify the appropriate federal, state, or local public agencies as required by law, or otherwise, to disclose in a timely manner any information that may be necessary to prevent any danger to health, safety, or the environment.

4. TERMINATION OF CONTRACT:

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, INSIGHT shall be paid for services performed to the termination notice date plus reasonable termination expenses.

5. FORCE MAJEURE:

Should completion of any portion of the services be delayed beyond the estimated date of its completion beyond control of or without fault or negligence of INSIGHT, the parties shall mutually agree on the terms and conditions upon which the services may be continued. Force majeure includes unforeseeable causes beyond the control and/or without the fault or negligence of INSIGHT including, but not restricted to, acts of God, or the public enemy, acts of the government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, acts of Client's contracts, fires, floods, epidemics, riots,

site restoration, and INSIGHT shall have no liability or responsibility therefore.

6. SUBTERRANEAN STRUCTURES:

A. The Client shall have the responsibility for identifying all subterranean structures or utilities which exist at the site prior to any work being performed by INSIGHT. INSIGHT have no liability to Client and shall be indemnified by Client against claims of any and all parties for damage or injury resulting from damage to subterranean structures or utilities which are not called to INSIGHT's attention and correctly shown in the contract documents or otherwise furnished to INSIGHT in writing by Client. The Client agrees that its authorized representative will review all proposed boring locations in the field and either approve such locations or designate alternate locations.

B. Reasonable precautions will be taken to minimize damage to the property from INSIGHT's activities and use of equipment. The Client accepts that the performance of services included in this Agreement may cause alteration or damage to the property and that this is inherent in the work. The Client will not look to INSIGHT for reimbursement or hold INSIGHT liable or responsible for any such alteration or damage. If the Client is not the owner of the property where INSIGHT's work is to be performed, then Client must provide the written consent of the Owner of the property for INSIGHT to perform its services. That written consent must include an acknowledgement by the property owner that there is a possibility of unavoidable alteration and damage to the property. The Client further agrees to indemnify, defend and hold INSIGHT harmless from any claims arising out of or relating to any such alteration or damage, whether such claims are asserted by the owner of the property or any other person in possession of the property.

C. "Hazardous Materials" shall mean any materials at the site and any leachate or other substances produced or resulting from such materials which contain constituents, have characteristics, or are present in quantities that materially increase the risk or hazard to human health, property, or the environment.

7. SUBCONTRACT:

INSIGHT may at any time, upon written notice to Client, delegate, orally or in writing, the performance of the services, or any portion thereof.

8. AUTHORIZED REPRESENTATIVES:

Promptly following the execution of this Agreement, each party shall designate an authorized representative to represent and act for it with respect to matters relating to this Agreement. Each party may, from time to time, designate a new authorized representative by providing the other party by written notice of such change.

9. LAW TO APPLY:

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of South Carolina.

quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

10. SEVERABILITY:

If any of the provisions of this Agreement are held to be invalid or unenforceable in any respect, the remaining terms shall be in full effect and shall be construed as if the invalid or unenforceable matters were never included in it. No waiver of any default shall be a waiver of any future default.

11. PAYMENT TERMS:

A. The Client agrees to pay for services provided by INSIGHT in accordance with the terms of this Agreement between the parties, including any additional services in excess of those stated in this Agreement as specifically authorized by Client. Payment is due within 30 days of the date of the invoice, unless otherwise noted on the Work Authorization form.

B. Past due amounts are subject to interest at (1.5%) per month.

C. The Client's obligation to pay for the services contracted is in no way dependent or conditioned upon the Client's ability to obtain financing, approval of governmental or regulatory agencies, or upon the Client's successful completion of the project.

D. The Client agrees to compensate INSIGHT for our services and normally reimbursable expenses if INSIGHT is required to respond to legal processes related to INSIGHT's services for the Client. Compensated services include hourly charges for all personnel involved in the response and attorney fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier, and appearances related to the legal process.

12. ENTIRE AGREEMENT:

This Agreement, including the contract documents, constitutes the entire agreement between the Client and INSIGHT and supersedes all prior agreements. Any term, condition, prior course of dealing, course of performance, understanding, purchase order or service agreement conditions, or other agreement purporting to modify, vary, supplement, or explain any provision of this agreement is of no effect if it is in contradiction to this document.

All disputes arising out of or relating to the agreement between the parties shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the dispute arises. Any award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with South Carolina law.