

M25LAB, INC CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“Agreement”) is effective as of _____ (“Effective Date”) between M25Lab, Inc., a North Carolina corporation, with an address of 638 Spartanburg Hwy, Suite 70-317, Hendersonville, NC 28792 (“Contractor”) and _____, with an address of _____ (“Client”).

I. DEFINITIONS

The following terms have special meaning when used in this Agreement or in documents related to and a part of this Agreement. Other terms, when capitalized, shall have the meanings identified in context elsewhere in this Agreement.

- (a) *Price List* means the price list and terms attached hereto as Exhibit A and incorporated herein by reference.
- (b) *Services* means the services defined in Exhibit B attached hereto and incorporated herein by reference that Contractor has agreed to provide to Client under the terms of this Agreement.
- (c) *Statement of Work* means the Services provided pursuant to this Agreement.

II. SERVICES

Contractor shall provide to Client the Services described in the Statement of Work attached hereto as Exhibit B, which may be modified from time to time upon the written agreement of Contractor and Client. Notwithstanding any other provision of this Agreement or any Statement of Work, the following terms apply to Contractor’s performance of the Services:

- (a) All prices are FOB, HENDERSONVILLE, NC. Normal sample turn-around time is 10 working days. Guaranteed Rush Service is available at a 50% surcharge for five working-days, and a 100% surcharge for 2 working-days (up to six samples). An electronic report and invoice in PDF format shall be e-mailed directly to Client. A signed hard copy of the report and QA materials are sent on request.
- (b) Invoices are due in full within 30 days of the invoice date. Past due accounts are charged 1.5% interest per month. Accounts past due >90 days are subject to >30% collection fees plus interest charges. (Delinquent clients may be required to clear all accounts before receiving further services, and pre-pay for future services.) Client shall be responsible for all taxes other than taxes measured on any net income Contractor derives from Client for the Services.
- (c) M25Lab, Inc. equipment shall be returned at Client’s expense and in good condition to the location shown above: 638 Spartanburg Hwy, Ste. 70-317 Hendersonville, NC 28792. Sample traps shall be shipped overnight or by second-day air with 30 pounds or more of dry ice in M25Lab, Inc.’s custom shipping cooler, or a thick-walled Styrofoam cooler packed in a cardboard box, or in a “5-day” type thick-walled plastic cooler. Sample tanks and all other equipment may be sent by ground to save on shipping costs. All sample and equipment shipments to M25Lab, Inc. shall be insured against damage or loss.

- (d) M25Lab, Inc. Method 25 analytical reports shall consist of:
- (1) A case narrative describing the condition of the samples as received, the analytical conditions, and any other noteworthy comments, including complete example calculations for one sample;
 - (2) A summary of the analytical results in ppm in the dry gas for CO₂, CH₄ and CO, and in ppmC and mg/dscm for VOC;
 - (3) Tabulated field and laboratory sample tank pressure and temperature values with calculated sample volumetric data;
 - (4) Tabulated raw and normalized chromatographic response factors;
 - (5) Sample, blank, and audit-sample raw and normalized gas chromatographic responses;
 - (6) Chain of Custody sheets;
 - (7) Calculation protocols;
 - (8) Laboratory QC data; and
 - (9) Copies of calibration gas certificates of analysis, and EPA approval letter for alternate Method 25 filter holders.
- (e) The parties may agree to additional Services to be performed. Contractor and Client shall enter into a separate Statement of Work that describes the additional Services and sets forth the compensation and payment terms applicable to such additional Services. Any such additional Services and Statement of Work shall also be subject to the terms and conditions of this Agreement. No Statement of Work for such additional Services will be binding upon either party unless and until Client has issued a Purchase Order. Neither party shall have any obligation with respect to any Services not specifically described in a Statement of Work except as provided in Subsection (f) following.
- (f) The Statement of Work is based upon the understanding of conditions of the samples at the time of executing this Agreement. Client acknowledges and agrees that the condition of the samples may require additional sample recovery time unforeseen at execution of this Agreement. In such instance, Client agrees Contractor has sole discretion to charge the corresponding the hourly rate as provided in Exhibit A for time expended beyond that identified in the Statement of Work for necessary sample recovery to ensure an accurate analysis.
- (g) Unless terminated sooner according to the provision in this Agreement for termination, this Agreement shall continue for a period of five (5) years (“Initial Term”); provided however, the parties may agree through written amendment to extend this Agreement, renew this Agreement, or negotiate the terms of a new agreement.
- (h) This Agreement may be terminated by either party at any time with or without cause by giving at least 30 days’ written notice to the other party. If termination results from a default under this Agreement, the defaulting party shall have the right to cure the default within the notice period. Upon termination of this Agreement, Client shall compensate Contractor according to the terms in the applicable Statement of Work for all Services rendered through the effective date of termination.

III. LIMITATION ON WARRANTIES

Contractor warrants that it shall perform the Services in good faith and with due professional care. Except as expressly provided in the foregoing sentence, Contractor provides the Services on an as is and as available basis without warranty of any kind. Contractor expressly disclaims all other warranties express, implied, or statutory including without limitation the implied warranties of merchantability, fitness for a particular purpose, and any implied warranties arising out of course of performance or course of dealing. Contractor makes no warranties of any kind as to the results that Client may obtain from use of the Services. Client's exclusive remedy for any breach of the above warranties shall be for Contractor, upon receipt of written notification, to use diligent efforts to cure the breach, or failing any cure in a reasonable period of time, the return of professional fees paid to Contractor under this Agreement with respect to the specific Services giving rise to the breach.

IV. LIMITATION ON DAMAGES

- (a) Neither Contractor, its subcontractors, nor its personnel shall be liable to Client for any claims, liabilities, or expenses relating to the Services or to this Agreement for an aggregate amount that exceeds the fees Client paid to Contractor pursuant to this Agreement or to the extent such claims, liabilities, or expenses are finally judicially determined to have resulted from the bad faith or intentional misconduct of Contractor or its subcontractors. In no event shall Contractor, its subcontractors, or its respective personnel be liable to Client for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense related to this Agreement even if advised of the possibility of such damages.
- (b) In any circumstance where all or a portion of the provisions of this Section IV are finally judicially determined to be unavailable, the aggregate liability of Contractor, its subcontractors, and its respective personnel for any claim shall not exceed an amount that is proportional to the relative fault the Contractor's conduct bears to all other conduct giving rise to the claim.
- (c) The provisions of this Section IV shall apply to the fullest extent of the law, whether in contract, statute, tort, or otherwise.

V. MISCELLANEOUS

- (a) Client shall cooperate with Contractor in performing the obligations hereunder including without limitation providing Contractor with reasonable and timely access to Client's data, information, samples, and personnel as appropriate to deliver the Services contracted for. Client shall be responsible for the performance of its personnel and for the accuracy and completeness of any samples, data, and information that Client may provide to Contractor. Client agrees Contractor's performance is dependent upon timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals in connection with the Services.
- (b) Except for the payment of money, neither party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control including without limitations acts or omissions by any third party; fire or other casualty; acts of God, strike or labor dispute; war or other violence; or any law, order, or requirement of any governmental agency or authority.

- (c) The parties agree that each is an independent contractor and neither party is or shall be considered the other party's agent, distributor, partner, fiduciary, joint venturer, co-owner or representative. Neither party shall act or represent itself directly or by implication in any such capacity or in any manner assume or create an obligation on behalf of or in the name of the other.
- (d) All provisions herein relating to payment of invoices, limitation on warranties, limitation on damages, use of Services, confidentiality, survival and interpretation, assignment, governing law, and arbitration, shall survive the expiration or termination of this Agreement.
- (e) Except as otherwise provided in this Agreement, neither party may assign, transfer, or delegate any of its rights or obligations without the prior written consent of the other party. Client hereby consents to Contractor assigning any of its rights or obligations hereunder to (1) any affiliate, related entity, or other entity Contractor has a subcontracting arrangement with to provide Services; or (2) any entity that acquires all or a substantial part of the assets or business of Contractor.
- (f) This Agreement and all exhibits, Statements of Work attached or related hereto constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other oral and written representations, understandings, or agreements with respect thereto. In the event of any conflict, ambiguity, or inconsistency between the terms of this Agreement and any Statement of Work, this Agreement shall take precedence. All notices hereunder shall be (1) in writing; (2) delivered to representatives of the parties at the addresses first set forth above unless changed by either party by giving written notice to the other party; and (3) effective upon receipt. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar and neither shall a waiver be deemed a continuing waiver. Any waiver, modification, or amendment of any provision shall be effective only if in writing in a document that specifically refers to this Agreement and is signed by both parties.
- (g) This Agreement is governed by the laws of the state of North Carolina without regard to its conflicts-of-law analysis. The parties agree to arbitrate any disputes relating to this Agreement under the Commercial Arbitration Rules of the American Arbitration Association provided the parties shall be entitled to conduct discovery pursuant to the Federal Rules of Civil Procedure. Such arbitration shall take place exclusively in Henderson County, North Carolina. Notwithstanding the foregoing either party is entitled to apply to any court of competent jurisdiction for interim relief to prevent unauthorized use or disclosure of its confidential information.
- (h) If any provision of this Agreement or any Statement of Work is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable preserving to the fullest extent permissible the intent of the parties set forth therein.

- (i) This Agreement may be executed in counterparts each of which shall constitute an original and all of which shall constitute one agreement. The headings of this Agreement are for convenience of reference only and have no legal effect.
- (j) No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either of the parties may use in connection with the Services will have any effect on the rights, duties, or obligations of the parties under this Agreement or otherwise modify this Agreement regardless of the failure of the other party to object to such terms, provisions, or conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT

By: _____
Name: _____
Title: _____
Date: _____

M25Lab, Inc.

By: _____
Name: Charles P. Sneeringer
Title: President
Date: _____

EXHIBIT A

M25Lab, Inc.
638 Spartanburg Hwy., Suite 70-317
Hendersonville, NC 28792
www.M25Lab.com

PRICE LIST & TERMS: Effective September 1, 2022

Version M25Lab, Inc.1

Thank you for using M25Lab, Inc. for your analytical needs. Accurate VOC emission testing presents a significant challenge to the stack sampling and laboratory communities. At M25Lab, Inc. we encourage our clients to contact us well in advance of field sampling dates to discuss their sampling and analysis protocols and to assure they have all of the equipment needed for accurate testing of each individual VOC source.

Our current prices and terms for US EPA Reference Method 25 (total VOC as carbon) are listed below along with prices for the incorporated Method 10B for CO and Method 18 for CH₄. ***ALL ANALYSIS PRICES INCLUDE THE USE OF SAMPLE TANKS, TRAPS AND SPARES.***

We can measure CO emissions in a Method 25 sample using Reference Method 10B, which is incorporated in Method 25 with some additional calibration steps, for \$135/sample, or \$405 per 3-run test event. Compare that with the cost of fielding and operating a CO continuous emission monitor for the same stack test!

To assist with sample collection, we also have a convenient detailed check list of Method 25 field sampling instructions, including helpful hints. Hard copies are included with our sample controllers along with the latest TNI/EPA-approved Method 25 field sampling data sheet, and M25Lab, Inc.'s Chain of Custody sheet for Method 25 samples. Electronic and downloadable copies of these documents are posted on our website, www.M25Lab.com.

M25Lab, Inc. also offers a variety of research level services such as:

- VOC in stack condensates and water samples
- Residual VOC in manufactured foams and other products
- Emission test protocol development
- Molecular weight/carbon weight measurement Method 25A response factor development.

Call us at *no cost* to discuss your unique problem!

PRICE LIST & TERMS for US EPA REFERENCE METHODS 10B, 18 and 25

All prices are FOB, HENDERSONVILLE, NC. Normal sample turn-around time is 10 working days. Guaranteed Rush Service is available at a 50% surcharge for five working-days, and a 100% surcharge

for 2 working-days (up to six samples). An electronic report and invoice in PDF format are e-mailed directly to our clients. A signed hard copy of the report and QA materials are sent on request.

TERMS & CONDITIONS of doing business with *M25Lab, Inc.*: Invoices are due in full within 30 days of the invoice date. Past due accounts are charged 1.5% interest per month. Accounts past due >90 days are subject to >30% collection fees plus interest charges. (Delinquent clients may be required to clear all accounts before receiving further service, and pre-pay for future service.)

M25Lab, Inc.’s liability is strictly limited to the cost of our contracted services.
Only contract M25Lab, Inc. for service if you agree completely with our terms and conditions.

TERMS: M25Lab, Inc. equipment must be returned at the user’s expense and in good condition to our location shown above: 638 Spartanburg Hwy, Ste. 70-317 Hendersonville, NC 28792. Sample traps must be shipped overnight or by second-day air with **30 pounds or more of dry ice** in M25Lab, Inc.’s custom shipping cooler, or a thick-walled Styrofoam cooler packed in a cardboard box, or in a “5-day” type thick-walled plastic cooler. Sample tanks and all other equipment may be sent by ground to save on shipping costs. All sample and equipment shipments to *M25Lab, Inc.* should be insured against damage or loss.

US EPA REFERENCE METHOD 25 CURRENT PRICES

M25Lab, Inc. supplies clean Method 25 tanks, traps and support equipment for up to 15 days, including transit times, for our clients to use in collecting VOC samples that are returned to our laboratory for analysis. Support equipment includes unheated flow controllers, in-stack glass fiber filters, flow controllers with heated glass fiber filters and heated probes, and audit-gas/ leak-check manifolds with calibrated absolute pressure gauges.

For accurate Method 25 VOC measurement results, use clean, calibrated M25Lab, Inc. equipment and follow Method 25 and M25Lab, Inc. equipment instructions completely! Prices subject to change.

<u>Item</u>	<u>Description</u>	<u>Service Charge (US\$)</u>
Sample Analysis Blank Analysis Audit Gas Analysis	Includes use of VRi M25 tank and trap, if desired, or client's tanks and traps which will be cleaned to the same specifications as VRi equipment and returned to the client.	545
CO and CH4 Analysis	Method-10B & Method-18 when incorporated with M25 analysis Separate bag or canister samples	135 175
Collect M25 audit	Collect an M25 audit sample in the lab from a high-pressure tank	285
Manifold	Clean manifold and calibrated absolute digital pressure gauge for Leak-checks & audit sample collection.	95
Probe extension	Narrow bore extension for use with hot (>500°F) stacks	no charge
Unheated M25 Controller with In- stack filter	For use where safety considerations preclude the use of a heated probe and filter, or where a separate Method 5 isokinetic heated probe and filter are used to pull the sample from the stack	175
M25 controller With Heated Probe/filter	Small, lightweight includes thermocouple readouts and PID heater controls. For up to 15 days use, including transit times.	495
High moisture Sample surcharge	When two traps are used for high moisture samples (one trap in wet ice followed by one trap in dry ice), both traps are returned and recovered together in the lab. Traps can be recovered separately for an additional charge.	125 + 125/hr. after two hours
High Moisture High CO2 High VOC	For samples with >40% H2O, or >10% CO2, or >50,000 ppmC VOC in the source gas may be charged for extended sample recovery time and/or dilution, if required.	125/hr. after two hours
Trap cleanout	Cleanout of used trap without sample recovery, no analytical data	125
Tank flush	Cleanout of used tank without sample recovery, no analytical data	45
Contaminated tank cleanout	No analytical data, for tanks that must be disassembled and solvent cleaned (e.g., if pump oil is inadvertently drawn into the tank)	195
<i>Restocking fee</i>	<i>For unused tank/trap pairs ordered by the client, no analysis</i>	<i>155</i>

US EPA METHOD 25 – Equipment Rental Fees and Replacement Costs

Rental fees will be assessed on equipment that is out of our laboratory for >15 days. Contact us if you have a delayed test. We may be able to waive some charges for short delays. **A charge of \$155 per tank/trap pair is assessed for sample equipment ordered and returned unused.** Full charges apply to support equipment, even if unused. Charges are not assessed on unused extra equipment that M25Lab, Inc. provides beyond the client’s request. If equipment is returned damaged, it will be repaired, if possible. The client is responsible for material costs plus \$125/hr. labor charges for the repair, up to the full replacement cost listed below. ***M25Lab, Inc.’s liability is strictly limited to the cost of our contracted services.***

<u>Item</u>	<u>Daily Rental Charge (US\$)</u>	<u>Replacement Cost (US\$)</u>
M-25 trap	5	275
M-25 tank	5	375
M-25 unheated flow controller	15	850
M-25 heated flow controller	15	8,450
M-25 heated probe & filter	15	1,850
M-25 in-stack filter	1	75
vac manifold & digital pressure gauge	7	825
other items	inquire	cost + 10%

Prices subject to change.

M25Lab, Inc.’s liability is strictly limited to the cost of our contracted services.

 (Company Name) Agrees to the terms and conditions described in *M25Lab, Inc.’s*
 “PRICE LIST & TERMS: Effective September 1, 2022”.

 Signature of Authorized Representative Title Date

 Printed or typed name

EXHIBIT B
STATEMENT OF WORK