

Pine Environmental Services LLC

Windsor Industrial Park
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U.S. PINE ENVIRONMENTAL SERVICES LLC ("Pine") STANDARD TERMS & CONDITIONS FOR RENTAL, SALES AND REPAIRS

Placing Orders: Orders may be placed via fax or e-mail at any time. Phone orders are accepted during Pine's regular business hours (8 a.m. to 6 p.m. EST). Pine also offers emergency, after-hours service based upon a customer's needs.

Payment Terms: Payment is due net 30 days from the date of invoice issuance. Orders may be charged to Visa, MasterCard, Discover or American Express. For overseas customers, payment for orders must be made via wire transfer prior to goods being shipped.

Shipping Methods: Unless otherwise specified, Pine ships rental equipment by FedEx standard overnight service. Freight is prepaid and is added to a customer's invoice. Customers must return rental equipment by next day service. Pine offers free equipment deliveries and/or pick-ups via courier service, within the vicinity of a Pine office for customers. Contact your local office for more details.

Rental Term: For equipment shipped via overnight service and received by a customer before 10:30 a.m., the rental term begins immediately; otherwise the rental term begins the next day. The rental term ends the day before Pine receives the equipment back in good condition. A daily rental rate is the 24-hour period after the rental term begins. A weekly rental rate is the seven-day period after the rental term begins. A monthly rental rate is the thirty-day period after the rental term begins. To end the rental term when using Pine's FREE pick-up service, a customer must call or send an e-mail to the respective Pine Environmental office and advise of the exact pick-up location of the equipment. If Pine receives the call or e-mail before 12 noon, the rental term will end the previous day; otherwise, the rental term will end on the day the call or e-mail is received.

Returns: Consumable items that are returned unopened and unused, will be subject to a 20% restocking fee. Pine Environmental reserves the right to evaluate the returned items to determine if a full credit can be issued to the customer. Consumable items that are specially ordered, opened, used or damaged cannot be returned for credit. For purchased instrumentation that is returned, Pine Environmental will charge a 20% restocking fee to the customer, unless defective. All returns and exchanges must be in original condition and include all accessories.

Equipment Condition: When delivered to a customer, Pine rental equipment meets the manufacturer's operating specifications. Upon receipt of equipment, the customer must promptly confirm that it is in proper operating condition. The customer shall immediately notify Pine if the equipment is not operating properly or is damaged in any way. No one, other than a Pine representative, may perform repairs on the equipment. A customer may recalibrate the equipment or may return it to Pine for recalibration. If rental equipment is lost, stolen or damaged, the customer will pay for replacement or repair as the case may be. These replacement costs are billed separately to the customer. Pine reserves the right to refuse any rental equipment returned not properly decontaminated. Pine may also choose to decontaminate

equipment for a fee, which will be applied to the customer's invoice. Photographs of damaged and/or not properly decontaminated equipment will be taken and emailed the customer(s). These costs are billed separately to the customer.

No Consequential Damages: Pine shall not, in any event, be liable, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including but not limited to loss of revenue, whether or not such losses are foreseeable or unforeseeable.