



## TERMS AND CONDITIONS

All services rendered herein are provided by Energy Northwest, acting by and through its Business Development Fund, hereinafter "en", and any liability arising there from is solely an obligation of the EN Business Development Fund. The following terms shall apply to the conduct of services described on the reverse side, unless superseded by a separate contract between the parties, in which case the following terms and conditions shall not apply. These terms shall apply to measuring and test equipment items added to an existing sales order. A sales order must be reviewed every 12 months.

1. **Sample Care, Custody and Control:** Services requested on the reverse side presumes that the condition of any materials provided by the Customer is clearly and accurately represented by the Customer when conveyed to EN. Should EN discover unanticipated conditions during the sample receipt, inspection and during performance of work, EN will obtain advance approval for the Customer for any additional charges that may apply as a result of those unanticipated conditions. EN reserves the right in its sole discretion, to reject any sample when it determines that rejection is in its best interest for any reason whatsoever. Further, EN assumes no responsibility or liability for the condition of the samples, incorrect sample volumes, containment, expired or nearly expired holding times or sample preservation.
2. **Payment:** Payment shall be thirty (30) days from the Customer's receipt on EN's invoice. Payment delayed beyond (30) days shall be subject to interest at the rate of one (1) % per month until paid.
3. **Corrective Action and Warranty:** Corrective action shall be limited to either a replacement of any non-conforming services or a refund to the Customer of the price paid for such non-conforming services. The choice of corrective action shall be at EN's sole discretion. The Customer agrees to notify EN in writing within ten (10) calendar days after delivery of the report of analysis to obligate EN for any corrective action under this warranty. Failure to provide such notice as required will eliminate EN's corrective action obligations hereunder.

EN shall provide a high standard of professional service on best efforts basis in accordance with its approved Quality Assurance Manual and Standard Operating Procedures. However, EN as a provider of such services, cannot guarantee success, thus EN MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FOR ANY REPORT, SERVICE OR OTHER RESULT TO BE DELIVERED HEREIN.

4. **Indemnification:** Customer agrees to indemnify and hold EN harmless from any and all liabilities, suits, claims, demands and damages, fines, penalties and all costs and expenses in connection therewith, in any manner arising out of the services provided herein, asserted by third parties from any cause whatsoever, except for injury or damage occurring during performance of the services on Energy Northwest premises where fault of Customer is not a contributing cause.
5. **Limitation of Liability:** Customer assumes responsibility for its use, misuse or inability to use any results provided herein and in no event shall EN have any liability for damages, including but not limited to indirect, incidental or consequential damages arising out of the services provided herein. EN's cumulative liability for claims of any kind whether based on contract, tort (including negligence and strict liability), under any warranty, representation or otherwise, for any loss or damage arising out of the services provided herein, shall not exceed the amount paid by the Customer for the services identified on the reverse side of this form.
6. Sections 3, 4 and 5 herein this Services Sales Order shall survive the termination or expiration of this Services Sales Order.
7. **Title, Delivery and Risk of Loss:** EN shall not acquire title to any of the Customer provided materials being tested or analyzed by EN herein. Risk of loss shall be on EN only while such materials are in the exclusive custody and control of Energy Northwest personnel or at EN facilities.
8. **Applicable Law:** The contractual rights of the parties hereunder shall be construed in accordance with the laws of the State of Washington. Procedures used will comply with the regulatory authority under which the samples were collected.