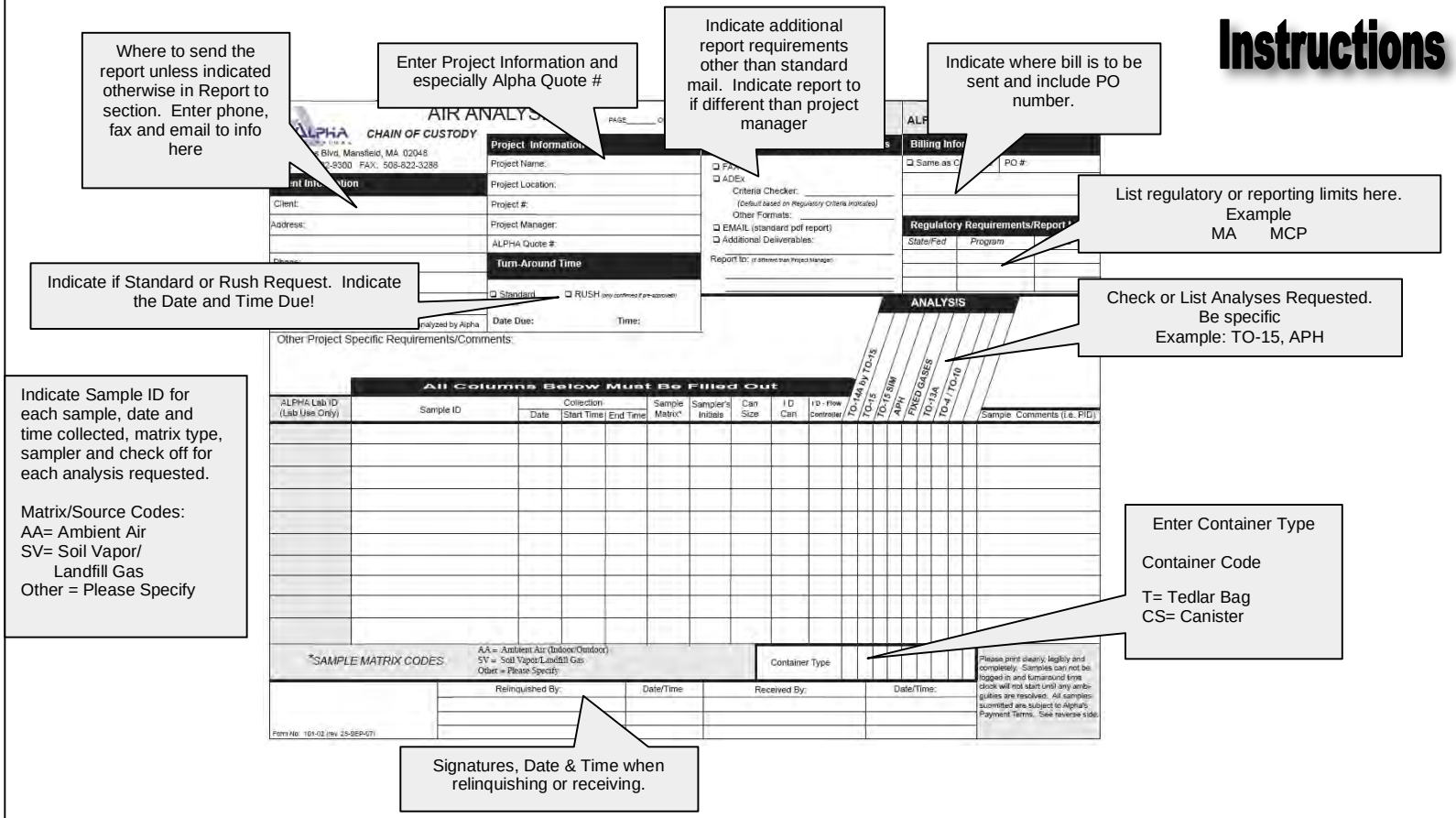
Instructions



Terms & Conditions: In the absence of a written agreement to the contrary, this order constitutes an acceptance by the Client of Alpha Analytical, Inc. (ALPHA)'s offer to do business under these Terms and Conditions, and agrees to be bound by these conditions. Any terms and conditions from Client's that do not conform to the terms and conditions contained herein shall be deemed invalid and unenforceable, unless accepted in writing by ALPHA. This order shall not be valid unless it contains sufficient specifications to enable ALPHA to carry out the Client's requirements. Samples must be accompanied by: a) adequate instruction as to the quantity and type of analysis requested, and b) reporting and billing address information. Upon timely delivery of samples, ALPHA will use its best efforts to meet mutually agreed turnaround times, calculated from the point in time when ALPHA has determined that it can proceed with the defined work to be done (Sample Delivery Acceptance). ALPHA reserves the right, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of ALPHA: a) is unsuitable volume; b) may pose a risk or become unsuitable for handling, transport or processing for any health , safety, environmental or any other reason; c) holding times cannot be met.

Client agrees to pay for all applicable charges to process this order. Payment in advance is required for all Clients except those whose credit has been established with ALPHA. For Clients with approved credit, payment terms are Net 30 days from the date of the invoice by ALPHA. All overdue payments are subject to an interest and service charge of one and one half percent (1.5%) (Or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date until the date of payment. ALPHA may suspend work and withhold delivery of data under this order at any time in the event that the Client fails to make timely payment of its invoices. Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees. Data or information provided to ALPHA or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by ALPHA of payment for the entire Order.

In no event shall ALPHA have any responsibility or liability to the Client for any failure or delay in performance by ALPHA which results, directly or indirectly in whole or in part, from any cause or circumstance beyond the reasonable control of ALPHA.

ALPHA shall dispose of the Client's samples 30 days after the analytical report is issued, unless instructed to store them for an alternate period of time or return such samples to the Client. The return of samples will be at the Client's own expense.