

1. **DEFINITIONS.** "**Applus**" means Applus RTD USA, Inc. "**Company**" means any entity from whom Applus received an order which Applus has accepted or to which Applus has extended an estimate, offer, or quote, which Company has accepted. "**Work**" means the performance of any services which are to be provided by Applus under these Standard Terms and Conditions (the "**Terms**").
2. **APPLICABILITY OF TERMS.** Company agrees that these Terms shall govern relations between Company and Applus to the exclusion of any other terms including without limitation, indemnity, conditions, and warranties (written or oral, expressed or implied) contained in any of Company's documents, unless a duly executed agreement expressly governing the matters set forth herein is entered into between Applus and Company. No variation or qualification of these Terms or any Quote is valid unless agreed in a writing signed by Applus. **Applus HEREBY ADVISES COMPANY THAT ITS PERFORMANCE OF THE WORK IS EXPRESSLY CONDITIONED ON COMPANY'S ASSENT TO THESE TERMS.**
3. **QUOTE.** Any price quote made by Applus will remain open for a period of sixty (60) days from the date of issuance unless Applus, in its sole discretion modifies such period in writing.
4. **PAYMENT & INVOICING.** Unless different prices have been specifically agreed to in a duly accepted quotation, work order or offer (collectively a "**Quote**"), all prices are subject to alteration without notice and Work shall be invoiced in accordance with Applus' then-applicable rate sheet. All present and future taxes imposed by any federal, state or local authority of any country which Applus may be required to pay or collect, upon or with reference to the Work (except net income and equity franchise taxes) shall be for the account of Company.

Applus will invoice Company monthly. Payment is due in full, without setoff or withholding, thirty (30) days from receipt of the invoice unless otherwise agreed to in writing. Past due amounts are subject to a late fee of eight percent (8%) per annum. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Company.

5. **RECORDS.** Applus shall maintain a complete and correct set of records pertaining to all aspects of the Work for two (2) years, or longer as may be required by applicable law. Company shall have the right, at Company's sole expense and at reasonable times, to inspect and audit any and all such records within a period of two (2) years after the termination of the Work; provided, however, that Applus has the right to exclude any trade secrets, formulae or confidential information from such inspection and audit.
6. **LIENS.** Company shall have the right to withhold final payment until Applus has furnished reasonable proof that any claims against Applus by its suppliers, contractors and subcontractors for labor, material, equipment, or goods of any kind furnished in connection with the Work have been released.
7. **WARRANTY.** Applus WARRANTS THAT THE WORK FURNISHED HEREUNDER SHALL BE FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN A DULY EXECUTED QUOTE ISSUED BY APPLUS, AND PERFORMED IN A GOOD AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL IN ACCORDANCE WITH INDUSTRY STANDARDS. HOWEVER, NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY, OR GUARANTEE, WHETHER EXPRESS OR IMPLIED, IS MADE RESPECTING SAID WORK, AND ANY SUCH WARRANTIES ARE WAIVED BY COMPANY.

As Company's sole remedy hereunder, if within twelve months of delivery of any Work the Company notifies Applus in writing of any deficiency caused by the negligence of Applus, then Applus shall re-perform the Work as necessary to remedy any deficiency. Company understands that the inspection report and all other analyses, charts or reports delivered or recommendations or advice given by Applus, its employees or agents in connection with the Work will not be received as a warranty of the quality, capacity or fitness for use of the object of the Work.

8. **LIMITATION OF LIABILITY.** Applus' AGGREGATE LIABILITY AND RESPONSIBILITY TO COMPANY WITH RESPECT TO ANY LIABILITY, BREACH, OR OBLIGATION RELATING TO OR ARISING OUT OF ANY WORK IS LIMITED TO THE COMPENSATION PAID TO APPLUS FOR THE WORK MULTPLIED BY TWO (2). (THE "**LIMITATION OF LIABILITY**"). THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN TORT, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT

LIABILITY, CONTRACT, OR OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, APPLUS' INDEMNITY OBLIGATIONS TO COMPANY RELATED TO THE WORK PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF THE WORK. Company acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Company has had an opportunity to seek legal advice regarding this provision.

9. **NO CONSEQUENTIAL DAMAGES.** In no event shall Applus or Company be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Work provided by Applus.
10. **SAFETY.** Applus is solely responsible for the safety and health of Applus' employees and lower tier subcontractors. Applus shall take necessary precautions for the safety of its employees. Applus specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Applus. Should Company, or third parties, be conducting activities on the site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
11. **INDEMNITY.** Applus agrees to indemnify Company, and its agents and employees, from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Company may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by the negligence or willful misconduct of Applus, its subcontractors and their respective employees.

Company agrees to indemnify Applus, and its agents and employees, from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees), which Applus, its agents, employees, and subcontractors may incur, become responsible for, or pay out as a result of bodily injuries (including death) to any person, damage to any property, or both, to the extent caused by Company's negligence or willful misconduct. Company and Applus shall, in the event of liability arising out of their joint negligence or willful misconduct, indemnify each other in proportion to their relative degree of fault.

12. **INSURANCE.** Applus shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where Work are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence/ \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$1,000,000 each claim. Upon receipt of written request, Company shall be included as an additional insured under the General Liability and Automobile Liability policies on a primary and non-contributory basis for obligations and liabilities assumed hereunder by Applus. The insurance requirements hereunder shall in no way modify the limitations of liability contained elsewhere.
13. **COMPANY OBLIGATIONS.** Company warrants that all information provided to Applus regarding the Work and Work location are complete and accurate to the best of Company's knowledge.

Company agrees to furnish Applus, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Applus to enter onto the Work site to perform the Work; Company agrees to disclose the identity and location of all utilities serving the Work Site and the presence and accurate location of hidden or obscured man-made objects known to Company that may be in Applus' work area. Company shall, before commencement of any work, and without cost to Applus remove or make safe any conditions at the job site or on the workplace which present a safety hazard, including, but not limited to, electric wires, flames, smoke, flammable liquids or gases, fumes, steam, poisons, asbestos, hazardous or toxic chemicals, and hazards from other contractors working above, below, or adjacent to the Applus Work area. Company shall supply adequate scaffolding, lighting, and handling facilities at each Work area. If Company fails to perform any of the foregoing, it shall indemnify, defend, and hold Applus harmless for any damages of any type whatsoever which result.

14. **TIME.** Any periods of time quoted or accepted by Applus for completion of the Work are to be treated as estimates only. Time is not of the essence.

15. **TERMINATION.** For Convenience-Upon written notice, Company or Applus may terminate the performance of any further Work included in this Agreement. Upon receipt of a termination notice, Applus shall stop all Work included in this Agreement and Company shall pay Applus within thirty (30) days for all Work performed up to the receipt of the termination notice, as well as reasonable mobilization costs.

For Cause-In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business day's written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Applus shall stop work on all Work included in this Agreement and Company shall pay Applus within thirty (30) days for all Work performed up to the termination.

16. **FORCE MAJEURE.** Applus shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Work. In the event that such acts or events occur, it is agreed that Applus shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Work covered by these Terms.
17. **ASSIGNMENT AND SUBCONTRACTS.** Applus may subcontract, without written permission of Company, all or any portion of the Work to any qualified affiliate.
18. **CONFIDENTIALITY.** All information relating to the Work or the business of Company including, but not limited to, drawings and specifications relating to the Work, and Company information, shall be held in confidence by Applus and shall not be used by Applus for any purpose other than for the performance of the Work or as authorized in writing by Company. Confidential information shall not include information that (i) has become part of the public domain through no fault of Applus; (ii) is possessed by Applus, before receipt thereof from Company; (iii) is acquired independently and without any confidentiality obligation by Applus from a third party that has the right to disseminate such information; (iv) is developed by Applus independently; (v) is required to be disclosed by Applus due to applicable laws and regulations, government order or court order.
19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether of like or different in character.
20. **MISCELLANEOUS.** These Terms supersede all earlier warranties, representations, or statements (whether oral or in writing) and may only be varied or amended in a signed writing between the parties. The validity, interpretation, and performance of these Terms and the underlying Work shall be governed by and construed in accordance with the laws of the state of Texas. No amendment or modification to these Terms, or any waiver of any provisions hereof, shall be effective unless in writing signed by both Parties, and under no circumstances shall any such amendment or modification be deemed to have retroactive effect. To the extent Applus performs any other work for Company not contemplated by the quotation in connection hereof then these Terms shall govern the performance of such other work notwithstanding the absence of a quote by Applus, or other written agreement in respect to such other work. If any part of these Terms is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provisions.
21. **CHOICE OF LAW, FORUM.** To the greatest extent permitted by law, the construction of these Terms shall be governed by Texas law, conflicts of laws principles notwithstanding, and any suit related to or arising out of the Work shall be brought exclusively in the state or federal courts located in Harris County, Texas, and each party consents to the personal jurisdiction of such courts.
22. **WAIVER OF JURY TRIAL.** TO THE GREATEST EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE WORK.

23. **GOVERNMENT CONTRACTING.** To the extent any portion of the Work is subject to any prevailing wage, skilled and trained workforce, or any other federal, state, or local labor laws that operate to impose additional or heightened labor requirements, including but not limited to wages or workforce composition, then Company represents that it has disclosed the applicability of such laws to the Work. Company shall defend, indemnify, and hold harmless Applus from and against any all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement, and reasonable attorney's fees) which Applus may incur, become responsible for, or pay out as a result of Company's breach of the foregoing representation.