**Laboratory Services Terms and Conditions**

1. General
	1. Unless otherwise agreed in writing, all services provided by Proton Power, Inc. Laboratory (“PPI Lab”) to the Client shall be governed by these Laboratory Services Terms and Conditions (“Terms and Conditions”).
	2. This agreement shall not be modified, altered or amended without written consent by both PPI Lab and Client.
	3. If any provisions of these Terms and Conditions are found to be illegal or unenforceable, the legality or enforceability of the remaining provisions shall not be affected.
2. Provision of Services
	1. PPI Lab will perform services described in writing and contained in PPI Lab Chain of Custody/PPI Lab Services Proposal Form (“Order”). The scope of work or price cannot be changed by either party unless agreed in writing by both parties via a written Change Order.
	2. PPI Lab shall perform services identified in the Order according to the PPI’s quality management system (QMS) procedures that are either in accordance with international and national standards or generally accepted testing procedures in industry.
	3. PPI Lab shall perform services in compliance with the Order and these Terms and Conditions and will issue a final report (“Report”) to the Client.
	4. Unless otherwise agreed in writing, the Report will be provided only to the Client contact identified in the Order.
	5. Unless otherwise agreed in writing, PPI Lab shall have no obligation on completing a service within a specified time.
	6. PPI Lab shall not be obligated to perform services until all the documentation, information, safety procedures, and precautions identified in the Order are received from the Client.
	7. PPI Lab may delegate the performance of all or part of the services to an agent or subcontractor. Client authorizes PPI Lab to disclose necessary information to the agent or subcontractor. Such delegation does not relieve PPI Lab of its responsibilities under these Terms and Conditions.
	8. All samples will be retained to the Lab for the 30 days before it gets disposed of at the Company’s discretion or returned to the client. The storage of sample more than 30 days would incur a storage charge. There would be a charge to dispose of the sample and handling and shipping fees, if the samples are returned to client. Client would be responsible to pay all these charges, if billed.
3. Fees and Payment
	1. All fees shall be defined between PPI Lab and Client in the Order unless fees are modified by written agreement between parties via a Change Order.
	2. All payments shall be made in US dollars and are due within thirty (30) days following invoice (“Due Date”) by Proton Power, Inc. (“PPI”). Payments not made by Due Date are subject to a late fee of 1.5% of the invoice amount calculated from the Due Date up to and including the day that payment is made.
	3. Payments may not be delayed beyond Due Date by Client due to a dispute that may arise between PPI Lab and Client.
	4. Failure to make the payment within thirty (30) days following invoice may result in legal action.
	5. Any fees or costs, including attorney’s fees and related expenses, incurred by PPI to collect delinquent payments shall be paid by Client.
	6. Clients shall be responsible for paying all applicable fees including transportation, waste disposal, duties or sales or any other similar taxes imposed upon PPI on accounts of services provided.
4. Suspension or Termination of Services
	1. PPI Lab shall be entitled to immediately and without liability suspend or terminate services if:
		1. Client fails to comply with obligations herein and such failure is not remedied within ten (10) days from notification of such failure by PPI Lab; or,
		2. Client suspends or fails to make payment for any reason.
5. Limitations of Liability and Indemnification
	1. Client agrees to indemnify, defend, and hold harmless PPI, its officers, directors, managers, owners, employees, representatives, subsidiaries, and affiliated companies from and against all liabilities, costs, claims, penalties, causes of action, losses, damages, costs, and expenses (including costs of defense, settlement, and attorneys’ fees) which PPI may suffer, incur, or become responsible for, resulting from claims by third parties.
	2. To the extent permitted by the law, Client acknowledges that, upon placing an Order governed by these Terms and Conditions, PPI Lab makes no warranty, assurance, covenant, agreement, statement, indemnity or commitment of any nature whatsoever other than the statements contained in these Terms and Conditions.
	3. Client acknowledges that services provided hereunder are inherently complex and dependent on several variables and cannot always be anticipated outside of a laboratory setting.
	4. Reports are issued based upon the information and/or samples provided by Client. Neither PPI, nor any of its officers, employees, agents, or subcontractors shall be liable for any incorrect results arising from unclear, incorrect, incomplete, false, or misleading information provided by Client.
	5. Client acknowledges that PPI Lab is providing services only to the Client and has no liability arising from claims by any third party.
	6. PPI Lab undertakes care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.
	7. PPI shall not have liability for any indirect or consequential damages.
	8. Damages to be paid by PPI arising from any claim shall be limited to a total sum of 10 times the invoice amount of the Order or $20,000, whichever is less.
	9. Any claim by Client must be presented to PPI Lab within thirty (30) days of discovery of information alleged to support such claim.
6. Force Majeure
	1. PPI shall not be liable for non-performance arising from events outside the control of PPI Lab.
7. Intellectual Property Rights
	1. PPI shall own any and all rights of idea, concepts, design, invention, execution of any form that is developed by PPI Lab in direct or indirect connection with the service provided for the clients.
8. Governing Law and Jurisdiction
	1. These Terms and Conditions shall be governed by and construed in accordance with the internal the laws of the State of Tennessee applicable to the performance and enforcement of contracts made within such state. In the event that any dispute shall occur between the parties arising out of or resulting from the construction, interpretation, enforcement or any other aspect of these Terms and Conditions, the parties hereby agree to accept the exclusive jurisdiction of the Courts of the State of Tennessee sitting in and for the County of Knox.