

**REQUEST FOR SERVICES FORM**



Please fully complete form and return to:  
 Specialty Minerals Inc  
 Analytical Services Group  
 640 North 13th Street  
 Easton, PA 18042  
 610.250.3380 (p) 610.250.3344 (f)  
[asg@mineralstech.com](mailto:asg@mineralstech.com)

CUSTOMER INFORMATION	
Company Name:	_____
Primary Contact:	_____
Title:	_____
Address:	_____
Telephone:	_____
Fax:	_____
E-mail:	_____
Secondary Contact:	_____
Secondary Contact Phone:	_____

PAYMENT INFORMATION	
PO#:	_____ PO Date: _____
SMI Quotation #:	_____
Send Invoice to:	_____
Address:	_____
Date Submitted:	_____
Date Requested:	_____

Proposal ID#	Description	Service Requested	Special Instructions

**The terms and conditions outlined on the reverse side of this sheet, including the limitation of warranty set forth in Paragraph 3, by reference and shall govern all work performed by Specialty Minerals Inc.**

**Agreed to and accepted by:**

\_\_\_\_\_

**Customer Signature                      Printed Name                      Date**

SMI USE ONLY		
	Initials	Date
Received by:	_____	_____
Results reviewed by:	_____	_____
SMI Order #:	_____	_____

## TERMS AND CONDITIONS

### 1. SCOPE

During the Term of this Agreement, the terms and conditions specified by this Agreement apply to all Services provided by SMI and supersede any and all different or inconsistent terms contained in any purchase order, invoice or order confirmation issued in connection with Services provided hereunder.

### 2. REQUESTS FOR TESTING

When Customer wishes to purchase Services pursuant to this Agreement, it shall submit a written Request for Testing Sample Submission Form to SMI. Following SMI's acceptance, in its sole discretion, of such Request it will perform the Services as indicated in Customer's Request.

### 3. SCHEDULE

SMI agrees to exercise its best efforts to compete the Services in accordance with Customer's requested schedule. A 100% (for 1-3 day turnaround) or 200% (for same day turnaround) premium will be charged for rush analyses.

### 4. SAMPLES

**(a) Delivery of Samples.** Customer will bear the risk of loss or damage to all samples until delivered to SMI. SMI will notify Customer if samples are not delivered or are damaged when received. SMI may refuse to accept any sample which SMI believes may pose an unreasonable risk in handling. Customer represents and warrants that it will: (i) inform SMI of any known hazards associated with the test samples; (ii) assume full responsibility for all necessary precautions in delivering the samples; and (iii) package, label, transport and deliver samples in accordance with all applicable laws and regulations.

**(b) Retention of Samples.** After testing has been completed, SMI may either return, destroy or retain samples, in accordance with Customer's instruction to SMI. SMI may charge a fee for storage of samples for more than four weeks. At SMI's sole discretion, SMI may return to Customer unused portions of samples found or suspected to be hazardous. Customer shall pay for the cost of returning the samples.

### 5. WARRANTY/LIMITATION OF REMEDY

**(a) Limited Warranty.** SMI warrants that it will perform the Services in a competent and workmanlike manner in accordance with standards employed in similar testing laboratories, and in accordance with applicable laws and regulations. SMI MAKES NO OTHER WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES.

**(b) Remedies.** If any of the Services provided hereunder fail to comply with the applicable requirements imposed under this Agreement, then SMI will promptly perform the Services again. If such re-performance is not practical, then SMI shall be liable to Customer for direct damages in the aggregate up to the amount paid by Customer to SMI for such Services. THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE REMEDY AND SMI'S SOLE LIABILITY ON ANY CLAIM, WHETHER IN TORT OR CONTRACT. SMI WILL HAVE NO LIABILITY FOR ANY OTHER COST OR EXPENSE OF ANY KIND WHATSOEVER. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREUNDER. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

### 6. NO ASSIGNMENT

This Agreement shall not be assigned and is not assignable or delegable by either party without the written consent of the other, which shall not be unreasonably withheld.

### 7. EXCUSABLE FAILURE OR DELAY (FORCE MAJEURE)

Neither party shall be held responsible for the failure or delay in performance hereunder where such failure or delay is due to any act of God or of the public enemy, compliance with laws, governmental acts or regulations, accident or other similar causes beyond their reasonable control. Any party whose performance is affected by such event shall promptly give notice to the other party of its occurrence. If the circumstances of force majeure affecting either party's performance hereunder delay performance for more

than one (1) month, then the other party may terminate this Agreement upon fifteen (15) days advance written notice.

### 8. DEFAULT AND TERMINATION

This Agreement and all rights granted hereunder may be terminated by either party: (a) effective thirty (30) days after written notice of termination is given to the other party; or (b) immediately upon written notice in the event of bankruptcy, insolvency or any other financial condition creating reasonable doubt as to that party's ability to perform hereunder.

No such termination shall affect or discharge any obligations of either party which arose prior to the effective date of termination with respect to warranties, indemnification, moneys owed, confidential information, or intellectual property.

### 9. CONFIDENTIAL INFORMATION

All data and information obtained by either party from the other in connection with orders placed hereunder shall be considered confidential for a period of five (5) years and shall not be disclosed to any third party unless such data or information: (a) was known to the disclosing party prior to receipt hereunder (and can be so documented); (b) is later obtained from a third party without an obligation of secrecy; (c) becomes knowledge of the general public through no fault of the parties; or (d) is released from this provision by mutual written agreement of the parties. In no event shall either party use the other's confidential information except to perform this Agreement.

### 10. INTELLECTUAL PROPERTY

Rights that guarantee that any and all information pertaining to a Request is kept in strict confidence between the laboratory and the client until there is written permission from the client to release any of the information. Further, any intellectual property developed during the analysis and discussion of the client's material either in house or with the client is the intellectual property of the client and is also proprietary to the client.

### 11. APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without regard to its conflicts of laws principles.

### 12. ENTIRE AGREEMENT AND MODIFICATION

This Agreement together with Customer's Request for Testing Sample Submission Form issued from time to time hereunder constitute the entire agreement between the parties hereto with respect to the Services to be supplied and supersede all prior and contemporaneous negotiations, agreements, representations, understandings and commitments with respect thereto.

This agreement may not be modified or changed in any manner, except through a writing signed by the duly authorized representative of each of the parties.

### 13. Dispute Resolution.

All claims and disputes ("Disputes") which the parties are unable to resolve within three months of notice by either to the other of such inability to resolve, will be submitted to non-binding mediation. Any such mediation will be conducted in New York, New York by CPR or such other provider of mediation services or location as may be agreed. Each party will bear its own expenses, and the parties will share equally the fees and expenses of the mediator and related facilities. Each party will be represented in the mediation by a person having final settlement authority. Any Dispute not finally resolved within ninety (90) days after the start of mediation may be finally resolved through resort to judicial process.

**Waiver of Jury Trial** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally, waives its right to a trial by jury in any legal proceeding relating to this Agreement. This waiver applies to any legal proceeding or action, whether sounding in contract, tort, or otherwise.

***These Terms and Conditions supersede any different or inconsistent terms contained in any purchase order, invoice, or order confirmation issued hereunder. October 22, 2009***