

# ISOBAR SCIENCE TERMS AND CONDITIONS OF SERVICE

**1. AGREEMENT.** These terms and conditions of service (Terms) govern the furnishing of testing services (Services) by Isobar Science Limited, and its parent company, Beta Analytic, Inc., (collectively "Isobar Science") to the client requesting such Services from Isobar Science (Client). Any terms and conditions of Client (whether contained in a purchase order or otherwise) shall not be binding on Isobar Science and are hereby rejected. By requesting Services from Isobar Science, Client irrevocably accepts these Terms. These Terms, together with any Isobar Science standard form that Client completes in requesting Services, constitute the entire agreement between the parties (Agreement). This Agreement replaces all prior discussions, understandings, and agreements relating to its subject matter. It may be amended only in a written document signed by both parties.

**2. QUALITY; PERFORMANCE STANDARDS; REPORT.** Services will be performed in accordance with ISO/IEC 2005:17025 quality assurance protocols. Isobar Science may employ such techniques, processes, and methodologies in performing Services as Isobar Science sees fit. Isobar Science will maintain all licenses, permits, registrations, authorizations, or certifications, as applicable, required for Isobar Science to perform Services. Following completion of Services, Isobar Science will furnish a report of its findings to Client ("Report"). The Report will contain such content and analysis as Isobar Science deems in its discretion to best convey the outcomes obtained.

**3. CLIENT DUTIES; MATERIAL SAMPLE(S).** Client will furnish one or more samples of the material (Material Sample(s)) that Client seeks to have analyzed pursuant to Isobar Science's shipping instructions. Client accepts that Isobar Science does not have the facility or capacity for handling or disposal of mutagens and that Isobar Science cannot accept such materials for analysis. Therefore, Client shall not deliver, or cause to be delivered, to Isobar Science any mutagens in quantities exceeding 200 microliters per sample and only after confirmation of acceptability by Isobar Science. Client also accepts that Isobar Science has limited facility and capacity for handling hazardous materials. Client agrees not to send hazardous materials without prior discussion and written approval by Isobar Science. Submittals of hazardous liquids shall not exceed 0.5 mL (500 microliters). Client shall bear the full cost of and all liability relating to disposal of larger quantities. Client shall not deliver, or cause to be delivered, to Isobar Science material that is subject to employee reporting as outlined in OSHA 29 CFR 1910, 1200 HCS (Hazard Communication Standard) without including an MSDS/SDS.

Isobar Science is a tracer-free laboratory. Samples that have been artificially enhanced with Carbon-12, Carbon-13, Carbon-14 or any other isotope cannot be accepted for analysis as they may cause damage to the lab's equipment. Any damages to equipment or loss of equipment time resulting from samples that contain elevated isotope ratios will be the responsibility of Client and will be paid by Client. Client shall not send Material Sample(s) of commercial value or trade, or that are potentially traded in the antiquities sales and/or trade industry. Client represents and warrants that all details and information provided to Isobar Science are accurate, and that Client owns or controls all right, title, and interest in and to the Material Sample(s) and that it will not infringe upon or violate the intellectual property rights of others.

Isobar Science is not responsible for sample handling prior to arrival at the lab and assumes all information provided by the Client is accurate. It is the responsibility of the Client to ensure that all reference and description information (e.g. Submitter Number, Sample Label, Sample Code Number, Sample Number, Product Code or Sample Name) which are listed on the submittal form, MATCH EXACTLY the reference and description information listed on the sample itself or the sample container. ONCE THE REPORT OF THE RESULTS IS PUBLISHED, NO MODIFICATIONS OF THE REPORT WILL BE ALLOWED, INCLUDING BUT NOT LIMITED TO THE SAMPLE REFERENCE, DESCRIPTION, COMPANY NAME, AND ANY OTHER INFORMATION FOUND IN THE PUBLISHED REPORT. THE PUBLISHED REPORT IS CONSIDERED FINAL AND NON-MODIFIABLE.

**4. PAYMENT.** Client shall pay the prices specified by Isobar Science for Services performed. Payment is due upon Client's receipt of Isobar Science's invoice. Client shall make all payments in immediately available funds. If payments are not timely made, Isobar Science may charge interest on any unpaid amounts at a rate of 1.5% per month and suspend performance for all Services. Client shall reimburse Isobar Science for all costs incurred in collecting any late payments, including attorneys' fees. Release of any Report to Client, or any third party at Client's direction, will be conditioned on Isobar Science's receipt of all fees, costs and other compensation payable pursuant to this Agreement. Client shall be solely responsible for any applicable sales, use or any other taxes where services are consumed (collectively "Taxes") payable under, or arising out of, or in connection with, this Agreement. Any prices provided by Isobar Science are exclusive of Taxes. Clients are welcome to deposit funds for future analyses at Isobar Science. However, no refunds are permitted once the funds are deposited. Deposits can only be used for future analyses at the latest published prices.

**5. DELAYS; FORCE MAJEURE.** Isobar Science is dedicated to meeting quoted performance dates, but shall not be responsible for any delay in performance caused by factors beyond its control (Force Majeure), including but not limited to, changes to plans or Material Sample(s), delays in receipt of samples or payments, delays caused by Client or other third parties, technology or equipment failures, acts of God and nature, intervention of government, war or threat of war, conditions similar to war, acts of terrorism, sanctions, blockades, embargoes, strikes, lockouts or other similar causes. In such event, Isobar Science's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay.

**6. TESTING LIMITATIONS.** Isobar Science reserves the right to decline any material for analysis for any reason at its sole discretion. Except in unique cases with prior agreement, Isobar Science does NOT provide testing on materials including, but not limited to the following: (1) antiques or other privately held possessions; (2) books, manuscripts or objects of art; (3) materials for authentication or insurance valuation; (4) materials subject to antiquities trading and selling; (5) materials intentionally labeled with carbon-14 or carbon-13; (6) C14 contaminated soil or water from nuclear power plant facility grounds; (7) samples containing dangerous levels of pollutants or pathogens; (8) prepared graphite or CO2 from AMS satellite labs; (9) any sample that has been in another AMS laboratory; (10) samples being tested by individuals which qualify as "science fiction" (e.g. aliens, modern dinosaurs, etc.). KNOWINGLY SUBMITTING SAMPLES OF THESE TYPES QUALIFIES AS FRAUD AND CLIENT WILL BE HELD ACCOUNTABLE FOR ANY AND ALL SUBSEQUENT DAMAGES – ISOBAR SCIENCE WILL PROVIDE NO CONSULTATION OR CUSTOMER SUPPORT FOR SUCH RESULTS.

**7. TERMINATION; STOP WORK.** Isobar Science reserves the right at any time to stop work in performing the Services and reverse its decision to accept and analyze the Material Sample(s) if Isobar Science determines, in its sole discretion, that Client's Material Sample(s) are unsuitable for testing. In such case, Isobar Science may return or dispose of Client's Material Sample(s) at Isobar Science's sole discretion and Client's sole cost and expense. Isobar Science may also terminate this Agreement immediately upon material breach of

## ISOBAR SCIENCE TERMS AND CONDITIONS OF SERVICE

any of its terms by Client. Client will promptly pay Isobar Science for Services performed prior to such termination, regardless of whether such Services are complete.

**8. CONFIDENTIALITY.** Isobar Science understands that the information received from Client, or developed through the performance of Services, is confidential. Isobar Science agrees that, for twelve (12) months from the date of receipt of such information, it will not disclose such information, without prior written consent of the Client, to any person other than Isobar Science's employees, agents or subcontractors who have a need to know in order to provide the Services. Notwithstanding the foregoing, confidential information shall not include information that: (a) was known by Isobar Science prior to the time it was received from Client; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Isobar Science or Isobar Science's agent or subcontractor; (c) is made known to Isobar Science by a third person who does not impose any obligation of confidence on Isobar Science with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order, provided that Isobar Science shall provide notice to the Client prior to such disclosure; or (e) information that is independently developed or discovered by Isobar Science without reference to the confidential information.

**9. OWNERSHIP OF DOCUMENTS/MATERIALS.** All samples, materials and supplies ("Client Materials") provided by Client to Isobar Science in connection with this Agreement shall be and remain the property of Client. Client retains all intellectual property rights in such information and materials. Isobar Science is granted no right or license to use such information or materials except as follows: Client hereby grants to Isobar Science a royalty-free, non-exclusive, revocable, nontransferable, nonsublicensable, limited license to use the Client Materials as appropriate to perform the Services, develop and deliver the Report and, on an anonymous basis, improve or enhance Isobar Science's internal laboratory controls and procedures. Client represents and warrants that any and all Client Materials provided by it to Isobar Science, are the rightful property of Client or Client has full right to supply such items to Isobar Science.

Client agrees that, as between Isobar Science and the Client, Isobar Science shall have sole and exclusive ownership of, and all right, title, and interest in and to, the Isobar Science Materials, including the Services, and all modifications and enhancements of the Services (including ownership of all copyrights and other intellectual property rights), subject only to the rights expressly granted to the Client under this Agreement. This Agreement does not provide the Client with title or ownership of any Isobar Science Material or Service, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement. For the purpose of clarity, nothing provided by Isobar Science under this Agreement, including the Isobar Science Materials or Services, is to be considered a "work for hire" and Isobar Science does not convey, transfer or assign any right, title and interest it may have now or in the future acquire, including but not limited to all intellectual property rights, to Client. "Isobar Science Materials" means any Reports delivered to Client as well as any tools, systems, intellectual property or know-how used by Isobar Science to develop any results or Reports or otherwise deliver Services. Conditioned on Client's full payment of all fees due hereunder, Isobar Science hereby grants Client a license to use all intellectual property rights in the Reports free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of them as intended. All other rights are reserved. **Client may not, under any circumstances, alter, revise, change, edit or otherwise tamper with or falsify any Report.** Any such action will be considered a material breach of these Terms, and, for any such breach, in addition to an immediate revocation of the license granted herein, Isobar Science reserves the right to pursue legal action and monetary damages. Furthermore, any such breach voids Isobar Science's responsibility to maintain the confidentiality of Client information as provided in Section 8 herein. Isobar Science will not use any results or the Report generated for Client for any purpose other than to provide the Services to Client, except that Isobar Science may use the results or Report on an anonymous basis to improve or enhance Isobar Science's internal laboratory controls and procedures.

Client acknowledges and agrees that Isobar Science shall have no obligation to deliver, and Client has no rights in, or to receive, any raw data or information developed or used to develop the final results or Report(s). Client understands and agrees that all or some portion of the Material Sample(s) may be consumed or altered in the process of or as a result of Isobar Science's performance of Services. Isobar Science shall be under no obligation to return, replenish or repair any Material Sample(s) or part of any Material Sample(s) submitted for analysis in connection with the performance of Services.

**10. LIMITED WARRANTY.** Isobar Science warrants to Client that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with applicable standards and will devote adequate resources to meet its obligations under this Agreement. Isobar Science's sole and exclusive liability and Client's sole and exclusive remedy for all claims of defects in the Services will be, in Isobar Science's discretion, to either re-perform such Services or fully or partially credit or refund the fees paid by Client for the subject Services found to be defective. All claims for defects in the Services must be asserted within three (3) months of the date on which the subject Services were completed and any claim not asserted within such period shall be deemed irrevocably waived. **ISOBAR SCIENCE'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS, CLIENT'S USE OF THE SERVICES IS AT ITS OWN RISK AND ISOBAR SCIENCE MAKES NO WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. ISOBAR SCIENCE DOES NOT WARRANT THAT THE USE OF ISOBAR SCIENCE'S SERVICES WILL RESULT IN ANY PARTICULAR RESULTS.**

**11. LIMITATION OF LIABILITY.** Client acknowledges and agrees that Isobar Science's role in furnishing Services is merely to analyze Material Sample(s) and issue a Report detailing Isobar Science's findings. Isobar Science makes no recommendation as to any action Client should take based on its findings. Client represents and warrants that it possesses sufficient experience, knowledge, and skill to use its own judgment in deciding upon any course of action or inaction it may take after receiving Isobar Science's Report. In no event shall Client attempt to hold Isobar Science responsible for Client's conduct based on Isobar Science's findings. Without limiting the foregoing, Isobar Science, its agents, representatives, employees, officers, directors, shareholders, and subsidiaries (collectively "Affiliates") shall in no event be liable for any consequential, incidental, indirect, special, or punitive damages arising out of or relating to this Agreement and the Services, including but not limited to, claims based upon loss of use, lost profits or revenue, lost goodwill, work stoppage, environmental damage, loss by reason of shutdown or non-operation, or increased expenses of operation, whether or not the claimed loss or damage is based on breach of contract, breach of warranty, tort (including negligence and strict liability), or otherwise. The maximum liability of Isobar Science and its Affiliates under or in any way relating to this Agreement shall not exceed the fees paid by Client for Services during the three (3) month period preceding the date of the occurrence of the event giving rise to liability.

**12. INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Isobar Science, its subsidiaries, parents and affiliates and their officers, directors, shareholders, agents, contractors, and employees (collectively “Indemnitees”) from and against any and all losses, claims, liability and costs arising out of or relating to: (a) Client’s breach of these Terms; (b) the actions of Isobar Science or the Indemnitees in performance of or in connection with the Services for or at the request of Client or any of its officers, directors, shareholders, members, managers, partners, employees, representatives, agents, contractors or affiliates; (c) the use by Client of any data or Report provided by Isobar Science; (d) the alteration, revision, change, editing, tampering or falsification of the Report provided by Isobar Science; (e) the disposal of any Material Sample(s); or (f) any violation by Client of applicable federal, state or local laws or regulations.

**13. GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement shall be construed under and governed by the laws of the Republic of Ireland. Other than actions for injunctive relief, which may exclusively be brought in the courts situated in Dublin, Ireland, any dispute between the parties arising from or relating to this Agreement shall be submitted to binding arbitration in Dublin, Ireland, before a single arbitrator in accordance with the applicable rules of the American Arbitration Association. The results of any such arbitration shall be confidential, final, and binding on the parties and judgment upon the award rendered by such binding arbitration may be entered in any court having jurisdiction. In the event any action is brought to enforce any provision of the Terms or to declare a breach of the Terms, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal and other related costs and expenses, including attorney’s fees, incurred thereby. In addition and to the extent not prohibited by law, the parties hereby waive trial by jury with respect to any action or proceeding brought in connection with this Agreement. Notwithstanding any rules of the AAA to the contrary, Client further agrees and understands that any action under this agreement will take place on an individual basis; class actions and class arbitrations are not permitted and Client is agrees to give up the ability to participate in a class action.

**14. MISCELLANEOUS.** Any notices or communication under this Agreement shall be in writing. Isobar Science may perform Services under this Agreement directly or through subcontractors. Should Isobar Science engage a subcontractor to perform Services, Isobar Science will be responsible for such Services as if performed by Isobar Science, subject to this Agreement. Neither party may assign this Agreement, or any of their rights or obligations under this Agreement, without the prior written consent of the other party. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable. No waiver of a condition or nonperformance of an obligation is effective unless it is in writing and signed by the party granting the waiver. Should Client use any aspect of the Services, Report or other results or data in legal proceedings and/or request or require Isobar Science’s assistance in any way in such legal proceedings, Client will reimburse Isobar Science for its legal fees, as well as pay Isobar Science its standard hourly rate for any time spent in compiling documentation, responding to requests, making appearances, and any other related matter. Isobar Science has the right, at its sole discretion, to modify these Terms and the Services, at any time. Changes to these Terms will be posted on the website, and by changing the date of last revision on these Terms. Continued use of the Isobar Science Service following posted changes in these Terms means that Client accepts and is bound by the changes.

*Rev. 02/2020*

*Copyright © 2020. Isobar Science. All Rights Reserved*