



Standard Terms and Conditions

This Agreement for Professional Services (the "Agreement"), is effective by and between _____, with its principal office at _____ (hereinafter "Customer"), and GAAS Corporation ("GAAS"), a Delaware corporation, with its principal office at 6925 North Camino De Las Candelas, Tucson, AZ 85718, USA.

WHEREAS, Customer finds that GAAS is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, Customer finds that GAAS is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows.

- 1. Purpose.** This Agreement outlines the terms and conditions for (i) Customer to submit samples to GAAS to perform state of the art analysis of the submitted product samples ("Samples") and (ii) Customer to request consulting services from GAAS.
- 2. Term.** The term of this Agreement commences upon the date of execution and continues until either party terminates this Agreement by providing a thirty (30) day advance written notice of termination to the other party. If a new Agreement has been issued, the terms of the existing Service Agreement will be superseded by the new Agreement.
- 3. Service.** The services provided by GAAS under this Agreement commence only upon the completion and submission of an Analysis Request Form and Business Account Application. Customer warrants that the information provided in the Business Account Application and Service Agreement is correct and complete. Customer will notify GAAS of any changes in the information contained on the Application. A copy of the Analysis Request Form is available on the web-site (www.gaasanalytical.com). The Analysis Request Form specifies the service requested by Customer and the information needed by GAAS to perform the services ("Services"). The provision of the Services is governed solely by the terms and conditions of this Agreement.

GAAS provides a detailed Analytical Report containing all the conditions and potential limitations of the testing. Our reports are exclusively for the internal use of the party to whom issued. Our services relate solely to the sample(s) in our possession and cannot be applied or implied to any other material.

GAAS' analytical Services are exclusively limited to those specifically requested by the Customer. GAAS is not responsible for determining and/or reporting any additional characteristics of any sample submitted to us.

We identify each sample by the name used by the submitting party. Our use of such name is no indication that we agree the sample is in fact what the name implies, and we have no responsibility to report any discrepancies we may find.

Customer cannot cancel an order if GAAS has commenced Services. In the event the Customer has requested a retest of the Sample, GAAS reserves the right to charge the Customer 100% of the list price of the procedure utilized.

4. Pricing. The prices for the Services provided by GAAS shall be determined by the nature of the Services provided. Standardized pricing may be published, but such pricing is subject to volume discounts or other adjustments. Quoted prices are subject to modification by GAAS from time to time.

5. Payment. GAAS will invoice Customer at the time of submission of the Analytical Report or otherwise Service done. Customer must pay each invoice within thirty (30) days from the invoice date. Invoices not paid when due may have a 1.5% per month interest charge assessed against the unpaid balance from the date of invoice until the date of payment. All payments made under this Agreement shall be paid in U. S. Dollars.

Credit Cards payments are preferred for amounts up to \$10,000.00. GAAS reserves the right to withhold testing and results of all Samples if Customer is past due on payments.

6. Confidential Information. GAAS acknowledges that all Samples submitted to GAAS by Customer, and all intellectual property associated with the Samples, are the property of the Customer. GAAS agrees that, without prior approval from Customer, all communications concerning this Agreement, the Services to be performed, all test results and Reports and other information relating to Customer, provided by Customer to GAAS (collectively, "Data") will be treated in confidence and will not be divulged to any third party except (i) for parties involved in the actual performance of Services under this Agreement and then only on a "need to know" basis to enable completion of the Services, and (ii) as required by law, regulation or valid court order of a court of competent jurisdiction. In the event that GAAS is legally required (by testimony, interrogatories, requests for information, subpoena, civil investigative demand, or other processes) to disclose any Data, GAAS will give Customer prompt written notice of such requirement, to the extent not prohibited.

7. Guarantee and Limitation of Damages. All services are covered by a *30-day guarantee* policy. If they do not meet client's expectations please notify us within 30 days of analysis and arrangements will be made to repeat the analysis in question or to issue a refund, at our discretion.

However, in no event will GAAS be liable to Customer for any profits lost, or other indirect, special, incidental, punitive, or consequential damages arising out of the Services. The maximum liability of GAAS shall not exceed the amount paid for the Services.

8. Indemnification. Customer will indemnify and hold GAAS, its officers, directors, employees and agents harmless from and against any and all losses, claims, actions and proceedings, costs, damages, liabilities expenses, including reasonable attorneys' fees and costs (collectively "Losses") related to or arising out of the negligent or wrongful manufacture, design or formulation of the Samples supplied to GAAS for Services, or any act or omission by Customer or any breach of this Agreement.

GAAS will indemnify and hold Customer, its affiliates, officers, directors, employees and agents harmless from and against any and all losses related to or arising out of the GAAS' act or omission in providing the Services or any breach of this Agreement, except as limited by Sections 7 above.

9. Miscellaneous. The laws of the State of Arizona will govern the Services provided by GAAS without regard to the conflict of laws provisions thereof. This Agreement and the Analysis Request Form are the complete and exclusive statement of the agreement between GAAS and Customer and supersedes any proposal, prior agreement, oral or written, and any other communications between the parties. The warranty provided in this Agreement is for the benefit of Customer and Customer may not pass the warranty on to any third party.

If any of the above provisions are held to be invalid or unenforceable, the remaining provisions will not be affected. Amendment, modifications or waivers of this Agreement shall only be valid or binding when set forth in writing and signed by the parties. The prevailing party in any action or proceeding arising out of or related to this Agreement shall be entitled to recover reasonable legal fees and costs, including attorneys' fees, which may be incurred. Neither party shall be responsible for failure to perform due to unforeseen circumstances beyond its reasonable control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

For GAAS Analytical:

For Customer:

Signature

Signature

Printed Name

Printed Name

Title

Title

Company

Company

Date

Date