



MASTER AGREEMENT - TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ALL ORDERS AND OFFERS TO PURCHASE SUBMITTED TO IEP TECHNOLOGIES COMBUSTION RESEARCH CENTER DIVISION OF IEP TECHNOLOGIES (HEREINAFTER "CRC") FOR ACCEPTANCE, AND INTO ALL OF ITS ACCEPTANCES AND CONTRACTS FOR SALE WITH BUYER (HEREINAFTER "BUYER"), PLACING AN ORDER WITH CRC WITH RESPECT TO ANY CONSULTING, TESTING, RESEARCH, DEVELOPMENT OR ANY OTHER SERVICE (HEREINAFTER "SERVICE") OR ANY MATERIALS, PRODUCTS, COMPONENTS OR OTHER ITEMS, INCLUDING BUT NOT LIMITED TO REPORTS (HEREINAFTER "PRODUCTS") THAT MAY BE ISSUED BY CRC IN CONNECTION THEREWITH (CUMULATIVELY "THE AGREEMENT"). NO OTHER TERMS AND CONDITIONS SHALL BE OF ANY FORCE OR EFFECT. CRC'S ACCEPTANCE OF BUYER'S PURCHASE ORDER OR ANY OTHER DOCUMENT IS EXPRESSLY CONDITIONED UPON ACCEPTANCE BY BUYER OF THESE TERMS AND CONDITIONS. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS UPON EXECUTING THIS AGREEMENT. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR IN ANY OTHER CORRESPONDENCE SHALL BE DEEMED OBJECTED TO BY CRC AND SHALL BE OF NO FORCE OR EFFECT, UNLESS BUYER AND CRC SPECIFICALLY AGREE IN WRITING ON TERMS AND CONDITIONS DIFFERENT FROM THOSE CONTAINED HEREIN.

1. BASIC SERVICE COMMITMENT

- 1.1. During the term of the Agreement, CRC shall provide services pursuant to reliable and generally-accepted testing procedures in the industry. CRC, however, does not guarantee the accuracy and/or completeness of any of the test procedures or any results derived therefrom. CRC shall perform Services according to recognized scientific protocols and represents that the results provided to Buyer are accurate reflections of the Services performed under such protocols, and no warranty is made for results which may be obtained under any other conditions.
- 1.2. CRC shall perform services in compliance with any special conditions or requirements as stated herein.
- 1.3. CRC shall issue a final report based upon the results of the test procedures which shall be performed under controlled laboratory conditions.
- 1.4. CRC shall not be obligated to perform Services hereunder until CRC has received all safety precautions and procedures relating to the Services or Products from Buyer. It is Buyer's responsibility and obligation to provide all safety precautions and procedures to CRC in a timely manner.
- 1.5. Buyer expressly acknowledges and agrees that time is not of the essence, and that CRC shall have no obligation to perform Services within a specified time unless otherwise agreed to in this Agreement.
- 1.6. Furthermore, at its discretion, CRC may elect not to accept any orders submitted by Buyer and may, at any time, change the price of Services or Products under the order. In the event CRC elects to change the price of any Services or Products for which an order has already been accepted by CRC, the Buyer may elect to cancel the order without any liability therefore.

2. PAYMENT TERMS

- 2.1. All payments shall be in United States dollars and shall be due 30 days following invoice by CRC. All indebtedness outstanding after the date due shall bear interest at the rate of 1 1/2% per month or the highest rate permitted by applicable state law, whichever is less.
- 2.2. If Buyer fails to make any payment by the 30th day following invoice by CRC, then CRC may, at its option, terminate this Agreement (and CRC's obligation to provide services pursuant hereto) upon an additional 10 days' written notice to Buyer.
- 2.3. If CRC shall be required to institute legal proceedings for the collection of any past due indebtedness, Buyer shall reimburse CRC for its reasonable costs and expenses, including without limitation, attorneys' fees, incurred in connection therewith.
- 2.4. In addition to the purchase price, Buyer shall pay to CRC the amount of any and all applicable freight, transportation, duties, or sales, use, excise, value added, or similar taxes imposed upon CRC on account of the Services provided or the Products delivered hereunder. Unless appropriate exemption certificates are furnished to CRC, any such taxes will be added to the invoices as separate items.
- 2.5. Any written quote of CRC that is not properly accepted by Buyer shall automatically expire sixty (60) days from the date of said quote.

3. INDEMNIFICATION

- 3.1. BUYER WILL DEFEND, INDEMNIFY, AND HOLD CRC HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES), ON ACCOUNT OF ANY INJURY OR DEATH OF ANY PERSON (INCLUDING BUYER'S EMPLOYEES) OR ANY DAMAGE TO ANY PROPERTY RESULTING FROM BUYER'S USE OF THE SERVICES OR PRODUCTS SOLD HEREUNDER (EXCEPT TO THE EXTENT THAT SUCH DAMAGES ARE ATTRIBUTABLE TO CRC'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT). FURTHER, BUYER SHALL PROTECT, INDEMNIFY, DEFEND, HOLD, AND SAVE CRC, ITS OFFICERS, DIRECTORS, AND AFFILIATES HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DEMANDS,



CAUSES OF ACTION AND JUDGMENTS (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF BUYER, ITS SUBCONTRACTORS, OR ITS EMPLOYEES. BUYER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL SURVIVE TERMINATION OF THIS CONTRACT.

4. LIMITATIONS ON LIABILITY AND REMEDIES

- 4.1. Buyer acknowledges that the Services and Products provided hereunder are inherently complex, and dependent upon a number of variables that cannot always be anticipated outside of a laboratory setting.
- 4.2. Buyer acknowledges that the Services and Products as stated herein are being provided to Buyer only. CRC disclaims any liability to third parties and Buyer assumes all liability when providing test results to any third party.
- 4.3. CRC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED HEREUNDER, NOR DOES CRC GIVE ANY OTHER WARRANTY, EXPRESS OR IMPLIED.
- 4.4. IN NO EVENT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, OR OTHER BASIS, SHALL CRC BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST GOOD WILL).
- 4.5. To the extent permitted by law, the liability of CRC with respect to this Agreement, or anything done in connection therewith or the use of any Services or Products furnished under this Agreement, whether in contract, in tort, in warranty, in strict liability, or otherwise, shall not exceed the dollar value of the particular purchase order or specific test program in question.

5. FORCE MAJEURE

- 5.1. CRC may delay the performance of any obligations hereunder without any liability therefor as a result of any delay caused by war, natural disaster, epidemic, labor strikes, or any other events outside CRC's reasonable control that would in any way impair CRC's ability to perform services at the prices set forth herein. If performance is thus delayed for more than 120 days, either CRC or Buyer may (by 30 days' written notice) terminate this Agreement without liability therefore with respect to any Services remaining unperformed.

6. ENTIRE AGREEMENT

- 6.1. This Agreement represents the entire agreement between CRC and Buyer with respect to the Services and/or Products ordered and supersedes any prior understandings, promises, or representations with respect thereto.

7. AMENDMENTS

- 7.1. This Agreement shall not be altered, amended, or modified except in a writing signed by both CRC and Buyer. Without limiting the generality of the foregoing, it is expressly understood by Buyer that any additional or different terms or conditions contained in Buyer's purchase order or in any other correspondence shall be of no force or effect, unless CRC shall specifically agree in writing to such terms and conditions.

8. GOVERNING LAW

- 8.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of law provisions. Furthermore, each Party agrees that any court of competent jurisdiction in the Commonwealth of Massachusetts shall be the sole and exclusive forum for any cause of action, lawsuit, or other proceeding brought by either Party in connection with or related to this Agreement or the Services or Products to be provided pursuant hereto.

9. NON WAIVER

- 9.1. Failure by either Party to exercise any of its rights under this Agreement upon one occasion shall not be a waiver of its right to exercise such rights on another occasion.

10. NON ASSIGNABILITY/SEVERABILITY

- 10.1. The rights and duties of Buyer and CRC under this Agreement are not assignable or transferable by either party without the other's written consent.

In the event any provision herein should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so that it will be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being affected, impaired, or invalidated thereby in any way.

11. INVENTIONS – INTELLECTUAL PROPERTY RIGHTS

- 11.1. CRC shall be the sole owner of any and all rights to any idea, concept, invention, design, or any work modification that CRC develops or invents in connection with or relating to, whether directly or indirectly, whether tangible or intangible, the



Services or Products. CRC shall be the sole entity entitled to seek protection under United States or any international laws for patents, copyright, or other intellectual property rights.

12. SURVIVAL

12.1. Paragraphs 3, 4, and 11 hereof shall survive any termination of this Agreement.

13. TERMINATION

13.1. This Agreement shall terminate whenever any of the following events occurs:

13.1.1. If either Party is declared insolvent or bankrupt, or if a receiver for all of the property of either Party is in place for sixty (60) days, this Agreement may be terminated at once at the option of the other Party by written notice.

13.1.2. Any sale, transfer, or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any substantial interest in a Party or affecting the management of a Party.

13.1.3. The death, incapacity, resignation, retirement, or removal of any officer, director, partner of, or key employee of a Party in reliance upon whom this Agreement was entered into.

14. NON-DISCLOSURE

14.1. Both Parties shall preserve the confidentiality of all information provided by either Party which is permanently and prominently labeled as CONFIDENTIAL and shall restrict the use thereof to those within its organization requiring such use in order to perform the Services except for:

14.1.1. Information already known or possessed;

14.1.2. Information which is or becomes part of the public domain without breach of this agreement by Receiving Party;

14.1.3. Information provided to Receiving Party by any third party not bound by a confidentiality agreement with Disclosing Party; or

14.1.4. Information ordered disclosed by any court or governmental entity.

15. LEGAL RELATIONSHIP

15.1. This Agreement shall not be deemed to create any relationship of employment, agency, partnership, or joint venture between CRC and Buyer. CRC shall be treated as an independent contractor of Buyer for all purposes. Buyer has no right or authority to assume or create any obligation on behalf of CRC nor shall Buyer make any warranty to any third party with regard to the Services or Products.