

STANDARD TERMS AND CONDITIONS OF SERVICE

The following terms and conditions govern the Services to be provided by Quest Research And Analytics Inc. ("QRA"). For the purposes of this document, "Services" encompass the services provided by Quest Research And Analytics Inc. as described or reported in relevant documents. In the event of any conflict between these terms and conditions and any other terms and conditions contained in any purchase order or other documentation relating to the Services that have not been specifically agreed to in writing by QRA, these terms and conditions shall prevail.

Scope:

The analysis described in this document aims to support our customers, in their efforts and responsibility to ensure the safety of products and the be related environment. The analysis may be performed for contaminants or adulterants that are known or potentially harmful, or that could affect the quality or desired characteristics of the product. The results reflect the samples at the time and condition of submission, as determined by the specified method(s). Any conclusions regarding their relevance to a specific product, production lot, intermediate, ingredient, or facility should be drawn by an individual possessing relevant expertise, informed by an understanding of the product and the appropriateness of the sampling protocol.

Confidentiality:

All results and information obtained by Quest Research And Analytics Inc. will be treated with utmost confidentiality unless:

- (i) the Customer provides written direction to the contrary,
- (ii) any disclosed information is already in the public domain at the time of disclosure or subsequently becomes publicly available without QRA breaching any confidentiality agreement, or
- (iii) disclosure is mandated by law.

In the event of legal compulsion, Quest Research And Analytics Inc. will make commercially reasonable efforts to notify the customer in writing before any disclosure is made. Additionally, QRA will collaborate fully with the customer, at the customer's expense, to seek protective measures such as protective orders or confidential treatment to safeguard the confidentiality of the disclosed information.

Samples:

1. If the samples suspected to be hazardous/ Bio-hazardous must be clearly labeled as such before submission to the laboratory. Quest Research And Analytics Inc. may either return these samples to the customer or dispose of them, with any associated costs borne by the Customer.
2. Chemistry/Bio-Chemistry samples will be retained by QRA for a maximum of 3 days, while Microbiology samples will be retained for a maximum of 2 days from reporting,

at no additional cost. Upon request, longer storage periods can be accommodated, subject to additional charges. Quest Research And Analytics Inc. reserves the right to return any unused portions of samples to the Customer, with the Customer responsible for associated expenses.

3. Quest Research And Analytics Inc. will dispose of any unused samples in compliance with local environmental regulations, with a possible disposal fee.
4. QRA reserves the right to analyze customer samples without explicit consent as part of QA/QC procedures.
5. Chain of Custody forms ("CoC") must accompany samples to document their transfer from the customer location to the laboratory. These CoC forms will include detailed instructions regarding analysis and reporting requirements. A signed CoC authorizes QRA to conduct testing under QRA's standard terms and conditions. Failure to sign the CoC may lead to delays in turnaround time, sample processing, or refusal to accept samples.
6. QRA bears no responsibility for samples or sampling supplies that are lost or delayed due to independent third-party courier services.

Liability:

Quest Research And Analytics Inc.'s sole obligation is to carry out its Services in accordance with widely accepted professional standards, utilizing recognized and, when applicable, accredited testing methodologies and procedures, unless the customer specifies otherwise. QRA's liability regarding the execution or non-execution of Services is solely to the customer and does not extend to the customer 's successors, assigns, associates, affiliates, officers, employees, directors, contractors, customers, or any other third party. Liability is limited to the actual cost of the specific analysis included in the Services. QRA bears no responsibility for indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profits, even if informed of the possibility of such damages. Apart from the aforementioned, Quest Research And Analytics Inc. disclaims all warranties, whether express or implied, including, but not limited to, any warranties of merchantability or fitness for a specific purpose. The customer agrees to indemnify and hold QRA harmless from all claims, damages, and losses, including the cost of defense, arising from or related to the execution of the Services, except as previously stated.

Deliverables:

Quest Research And Analytics Inc. bears no responsibility for any losses resulting from the misuse of its analyses, reports, certifications, or services beyond their intended purpose. These are exclusively for the customer's use, and the customer alone may rely on them. If the customer or a third party uses, modifies, or relies on these deliverables without QRA's written consent, the customer agrees to indemnify and defend QRA against any resulting claims, costs, or liabilities, including legal fees.

Cause of Action:

Legal actions against Quest Research And Analytics Inc. must be filed within one month of service completion under this Agreement.

Prevailing Party:

In any disputes arising from this Agreement, the prevailing party is entitled to recover reasonable lawyer's fees, court costs, and other legal expenses from the opposing party.

Non-Exclusivity:

This agreement does not establish an exclusive arrangement between Quest Research And Analytics Inc. and the customer. Both parties retain the freedom to acquire or provide similar services from or to other entities or sources without restriction.

Compliance with Laws:

Quest Research And Analytics Inc. will adhere to the standard of care in its profession to comply with all relevant Federal, State, and local laws, codes, ordinances, and regulations in effect at the time services are provided.

Waiver:

The failure of either party to exercise any right or remedy under this agreement does not constitute a waiver of any other rights or remedies that party may have under this agreement.

Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.