

E) TERMS AND CONDITIONS

IMPORTANT: No person should accept, use or rely upon Amspec Services documents or the information contained in them without understanding all of the details of the engagement under which they were issued.

Amspec Services conducts inspection, testing and quantity and quality control services pursuant to agreements with and instructions from its clients (“Services”). In the course of performing such services, Amspec develops information (“Information”) and generates documents such as reports and certificates (“Documents”). By accepting, using or relying upon such Information or Documents, the client for whom the Services are performed, and any person who relies upon the Information or the Documents, agree to the following terms and conditions.

- 1) Any use of, or reliance upon, the Information or the Documents by the client is conditioned upon the timely payment of all fees. Client will pay late charges of 1.5% per month on all invoices not paid within 30 days, plus collection costs including attorney’s fees.
- 2) Amspec does not, by performing Services or by Documents, assume, abridge, abrogate or undertake to discharge any duty or responsibility of the client to any person or entity.
- 3) Amspec undertakes to perform only the Services agreed upon between Amspec and the client. Neither the title of a Document or the nature of a commodity implies that any particular procedures have been followed or tests performed other than as specified in the Document(s).
- 4) Amspec warrants that it will perform the Services agreed upon with its client in a workmanlike manner. Amspec makes no further warranty of any kind, expressed or implied.
- 5) Any person accepting, using, or relying upon Information or Documents agrees in consideration for Amspec performing the services at the fee charged that the professional liability of Amspec Services is limited to the amount of the fee paid for the services.
- 6) Amspec Services expressly disclaims liability as an insurer or guarantor. Any client or other person seeking greater protection from loss or damage than is provided for herein should obtain appropriate insurance.
- 7) The laws of the State where the Services were performed shall govern acceptance, use or reliance upon Information or Documents from Amspec Services.

No person is authorized to waive or modify any of the foregoing terms and conditions orally. Any written waiver or modification must be signed by an officer of Amspec Services, LLC.