

**EXHIBIT B
SILLIKER TERMS AND CONDITIONS FOR TESTING SERVICES**

“SILLIKER” means Silliker Canada Co.

ARTICLE 1. SILLIKER’S RESPONSIBILITIES.

1.1 SILLIKER shall perform testing services consistent with applicable standard practices, laws and regulations (“Services”).

1.2 SILLIKER shall submit reports of Services performed indicating results of testing. Such results and reports thereon will be based solely upon samples as provided by CLIENT. Such results are intended for use by persons having professional skill and training in the interpretation of such results. SILLIKER assumes no responsibility, and CLIENT hereby waives all claims against SILLIKER, for interpretation of such results.

1.3 SILLIKER, and its employees or agents, shall not use (except in the course of the Services provided herein), in any form or manner, and shall not disclose, in whole or in part, to any other party, CLIENT’S confidential information.

ARTICLE 2. CLIENT’S RESPONSIBILITIES.

2.1 CLIENT shall designate in writing a person or entity to act as CLIENT’S authorized representative with respect to SILLIKER’S Services. Such person or entity shall have complete authority to transmit instructions, receive information and data, and to order, at CLIENT’S expense, additional services.

2.2 CLIENT shall allow SILLIKER’S employees, agents and representatives reasonable access to CLIENT’S facilities as necessary to perform the Services. CLIENT shall be responsible for providing a safe work place and safe working conditions for SILLIKER’S employees, agents and representatives. Any hazardous or toxic materials to which SILLIKER’S agents or employees may be exposed during the performance of this Agreement shall be properly stored and labeled in accordance with applicable laws and regulations.

2.3 CLIENT hereby represents and warrants that it has the full right and authority to enter into this Agreement.

2.4 CLIENT shall not use, in any form or manner, and shall not disclose, in whole or in part, to any other party, SILLIKER’S confidential information.

ARTICLE 3. REPORTS.

3.1 Any report of results furnished by SILLIKER is furnished solely for the benefit of CLIENT and any of its authorized representatives and shall be the confidential property of CLIENT. CLIENT shall not at any time misrepresent the content of any report or other information received from or relating to SILLIKER or its work on behalf of CLIENT.

3.2 Unless otherwise required by law, SILLIKER shall provide its report only to those persons or entities specifically designated in writing by CLIENT or its authorized representatives.

3.3 Any action taken by CLIENT based on results designated by SILLIKER as “preliminary” are at CLIENT’S own risk. To the extent practicable, CLIENT shall give notice to, and consult with, SILLIKER prior to implementing a withdrawal or recall of products based on any final test results. However, any decision to recall or withdraw product based on final test results is CLIENT’S sole responsibility.

3.4 CLIENT shall not, without prior written consent of SILLIKER, use SILLIKER’S name, trademark, logo or any results or report prepared by SILLIKER in connection with any marketing or advertising or in any manner which may cause harm to SILLIKER’S reputation and/or business.

ARTICLE 4. RETENTION.

4.1 After results have been reported to CLIENT, products will be retained by SILLIKER as follows:

<u>Sample Type</u>	<u>Retention Time</u>
Quantitative Micro & Chemistry	14 days
Qualitative Micro	Not retained
Water (Potability test)	Not retained

4.2 SILLIKER shall retain all pertinent records relating to the Services performed for a period of five (5) years following submission of the report, during which period the records will be made available to CLIENT upon written request, which may result in additional cost.

ARTICLE 5. PAYMENT. CLIENT shall pay SILLIKER for Services and expenses in accordance with SILLIKER’S invoices which shall be paid within fifteen (15) days of the date of invoice. Any balances remaining unpaid after the due date may be subject to a service charge of 1.5% per month until paid, but in no event shall such charge exceed the rate permitted by applicable law. Failure to make payments within forty five (45) days of the date of invoice shall be deemed an event of default under this Agreement. If legal action or collection proceedings are necessary to enforce payment, CLIENT shall be liable for SILLIKER’S costs of collection, including collection agency and attorney’s fees. If CLIENT fails to furnish satisfactory credit information, or if its account is in arrears, SILLIKER may, at its option, defer further performance or terminate this Agreement.

ARTICLE 6. LIMITATION OF LIABILITY.

6.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A

PARTICULAR PURPOSE) IMPLIED BY COMMON LAW OR STATUTE (“IMPLIED WARRANTIES”) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE ARE EXCLUDED UNLESS THE EXCLUSION OF ANY SUCH IMPLIED WARRANTIES WOULD CONTRAVENE APPLICABLE LAW OR CAUSE ANY PART OF THIS AGREEMENT TO BE VOID. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF SILLIKER HEREUNDER ARE EXCLUSIVE.

6.2 SILLIKER’S LIABILITY TO CLIENT FOR BREACH OF ANY TERM OF THIS AGREEMENT OR OF ANY IMPLIED WARRANTIES, OR FOR ANY NEGLIGENCE OR OTHER WRONGDOING IN THE PERFORMANCE OF SERVICES, IS LIMITED AT CLIENT’S OPTION, TO EITHER RE-PERFORMING THE SERVICE OR REFUNDING THE TOTAL FEE PAID IN RESPECT OF THAT PART OF THE SERVICE.

6.3 SILLIKER WILL UNDER NO CIRCUMSTANCES BE LIABLE TO CLIENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGE SUFFERED BY CLIENT IN ANY WAY ARISING FROM THE SERVICE OR CLIENT’S USE OF THE TEST RESULTS.

ARTICLE 7. DISPUTE RESOLUTION. Any dispute between the parties relating to this Agreement or the breach thereof shall be resolved by binding arbitration before a single arbitrator in Toronto, Ontario, pursuant to the Commercial Arbitration Rules then obtaining of the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall apply the substantive law of Ontario except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties’ confidential information. The prevailing party in any proceeding brought hereunder shall be entitled to recover its costs and reasonable attorney’s fees, except that the fees of the arbitrator shall be split equally between the parties.

ARTICLE 8. GENERAL CONDITIONS.

8.1 CLIENT agrees to defend, indemnify and hold SILLIKER harmless to the fullest extent permitted by law from and against any and all loss, liability, claims, damages, costs and expenses (including but not limited to attorney’s fees and charges of employees of SILLIKER involved in litigation) or other cause of action arising out of, or relating to, CLIENT’S negligent acts and omissions, or arising out of any violation by CLIENT of its obligations set forth in this Agreement.

8.2 This Agreement may be terminated by SILLIKER in the event of any default hereunder or any breach of any material term hereof. If this Agreement is terminated by either party for any reason, SILLIKER shall be paid in full for all Services performed through the termination date, and the CLIENT shall be provided with a report of Services conducted prior to termination.

8.3 CLIENT may not delegate, assign or transfer obligations or interest in this Agreement without the prior written consent of SILLIKER. SILLIKER may assign or transfer some or all of its rights at any time to an affiliate provided such affiliate assumes SILLIKER’S obligations under this Agreement and SILLIKER may, in its sole discretion, subcontract to other qualified laboratories certain Services.

8.4 SILLIKER shall not be liable for delays or other problems caused by unforeseen circumstances or circumstances beyond its reasonable control, compliance with governmental requests, laws, regulations or breakage or failure of equipment or apparatus or any other event beyond the reasonable control of SILLIKER.

8.5 The Agreement represents the entire agreement between CLIENT and SILLIKER and supersedes all negotiations, representations or agreements, written or oral. Terms and conditions included in CLIENT’S purchase order or any other document shall not be applicable. The obligations set forth in Sections 1.3, 2.4, 3.1, 3.2, 3.3, 3.4, 4.2, 8.1 and Articles 5, 6 and 7 shall survive the termination of this Agreement.

8.6 In the event that any of the provisions of this Agreement are or become null or void, such provisions shall be deemed to have been deleted from this Agreement and the remaining provisions hereof shall remain valid and enforceable.

8.7 The validity, interpretation and performance of this Agreement shall be governed by the laws (but not the conflict of law rules) of the Province of Ontario (Canada).

8.8 If for any reason this Agreement is not signed by CLIENT, any conduct by CLIENT which recognizes the existence of a contract pertaining to the subject matter hereof, including but not limited to CLIENT providing samples to SILLIKER and/or performance of any Service by SILLIKER for the benefit of CLIENT shall constitute acceptance by CLIENT of this Agreement and all of its terms and conditions.