



LK Pure Labs

STANDARD TERMS AND CONDITIONS FOR LK Purelabs LLC.

1. Other Terms Unacceptable and Hereby Rejected

These terms and conditions apply to all services, provided by LK Purelabs LLC, aka LK Labs, including but not limited to services related to analytical marijuana testing. These terms and conditions apply to all such work performed by LK Labs, its affiliates, employees, agents or contractors regardless of location. All other terms, whether provided prior to or after these terms have been provided, are hereby rejected as unacceptable unless otherwise expressly agreed upon in writing.

2. Services Provided

LK Labs shall provide service, pursuant to mutual agreement. Current standard rates and schedules apply unless modified in writing by the parties. The methods, means and times used to provide services shall be solely at LK Labs' discretion.

3. Service Limitations

Customer or its designee is solely responsible for sample preparation of the products to be tested. The accuracy of LK Labs' results are directly related to accuracy of the Customer's sample preparation.

4. CUSTOMER ACKNOWLEDGEMENT

CUSTOMER ACKNOWLEDGES THAT THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, IN LAW OR IN FACT, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY LK LABS, EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. CUSTOMER FURTHER ACKNOWLEDGES THAT THE LIMITATION CONTAINED IN THIS AGREEMENT PERMITS LK LABS TO PROVIDE SERVICES AT LOWER RATES THAN IT OTHERWISE COULD, AND THAT SUCH LIMITATIONS ON LIABILITY ARE REASONABLE.

5. Taxes

LK Labs' services pursuant hereto do not include any federal, state, county or local sales, use or excise tax, however, designated, whether levied upon LK Labs or customer, and whether based upon such price, charge, or service or the use

thereof or this agreement. Any such taxes and interest thereon required to be paid by LK Labs shall be added to customer's invoice.

6. Miscellaneous Provisions

No action arising out of any claimed breach of this agreement or arising out of transactions or services thereunder, may be brought by either party more than one (1) year after the services that are the subject of the action have been performed. If not further limited by this Section 7, LK Labs' liability for claims, losses, damages or injury arising out of any breach of this agreement or provision of service by LK Labs shall not exceed a refund of the amount paid by customer to LK Labs for the services rendered hereunder. Customer's right to damages in such amount shall be in lieu of all other remedies which customer may have against LK Labs, its parent company, affiliates, directors, officers, shareholders, employees, and agents.

7. Applicable Law

This agreement shall be governed by the substantive laws of the State of Illinois.

8. Assignability

This agreement may not be assigned by customer without the prior, written consent of LK Labs. LK Labs may assign this agreement upon written notice to customer. LK Labs may render services hereunder by use of independent contractors.

9. Merger/Amendments/Waivers

This agreement and its schedules and attachments contain the sole and entire agreement between LK Labs and its customer with regard to transactions hereunder and supersede all prior written or oral understandings as to this subject matter. No modification or amendment of this agreement shall be valid unless in writing and properly executed by LK Labs and customer. Any waivers by LK Labs of any of the terms hereof must be in writing. No waiver by LK Labs of any defaults or breaches by customer shall waive any future default or breach, whether alike or different in character.

10. Headings

Section and paragraph heading are for convenience only and do not modify or amend the express provisions of this agreement.

11. Confidentiality

Each party will treat confidentially all proprietary and confidential information of the business operations of the other party acquired by reason of or in connection with the provision of services hereunder.

12. Excused Performance

Neither party shall be deemed to be in breach of any provision hereof or be liable for any delay, failure in performance or interruption of service resulting directly or

indirectly from acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other cause beyond its reasonable control.

13. Credit Policy

Customer shall pay for all services upon receipt of LK Labs' invoice. Overdue accounts shall bear interest at LK Labs' current rate. Cost of collection of any account, including all reasonable attorney's fee, shall be paid by customer. LK Labs has no obligation to provide service under this agreement or any other agreement with customer if customer is in default or delinquent in payment on its account. LK Labs' reserves the right at any time to require customer to pay for work in advance.

14. Dispute Resolution

In the event of any dispute arising out of or relating to this agreement, or the work that is the subject hereof, including any claim of misrepresentation or breach thereof LK Labs and customer agree to submit such dispute for resolution by binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be undertaken in Illinois. The arbitrator's decision shall be in writing and shall contain the findings of fact and conclusions of law. Such decision shall be final and binding and may be enforced in any court of competent jurisdiction. Each party to this agreement shall pay its own costs related to the arbitration, and each shall pay half the fees and expenses of the arbitrator(s) and any fees charged in relation to the arbitration.

Signed: Company _____

LK Purelabs LLC.

Stephen R Keith CEO
