



METER

Quarantine Soils Analysis Agreement

Soil (dirt, sod, etc.) is strictly controlled under the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Services (APHIS) because it can readily provide a pathway for the introduction of a variety of dangerous organisms into the United States. The movement of soil into the United States from foreign sources is prohibited, and movement within the continental United States is restricted unless authorized by APHIS under specific conditions or safeguards. The importation of soil from foreign sources and/or interstate movement is authorized by APHIS solely under strictly controlled circumstances described in a permit or compliance agreement.

This Agreement (“Agreement”) is entered into by and between **METER Group, Inc.** (“METER”) and the undersigned customer (“Customer”). This Agreement governs the process of shipping, handling, and analysis of quarantined soil samples sent to METER by Customer for analysis.

1. Regulatory Compliance

Customer acknowledges that the shipment of soil samples is strictly controlled under the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) due to the potential for introducing hazardous organisms into the United States. The movement of soil from foreign sources into the United States, or across state lines within the United States, is prohibited unless authorized by APHIS through a permit or compliance agreement.

By signing this Agreement, Customer agrees to comply with all USDA APHIS regulations and guidelines concerning the shipment of quarantined soils and assumes full responsibility for obtaining and maintaining any necessary permits.

2. Scope of Services

METER agrees to receive and analyze the quarantined soil samples provided by Customer. The specific analysis to be conducted, reporting of results, and any recommendations will be detailed in a separate statement of work or service order attached to this Agreement. METER reserves the right to refuse the receipt or analysis of any samples that do not comply with applicable regulatory requirements.

3. Customer Responsibility

Customer agrees to:

- Obtain and maintain any required permits from USDA APHIS for the shipment and handling of quarantined soils.
- Ensure that all soil samples shipped to METER are packaged and labeled in accordance with USDA APHIS regulations.
- Provide accurate and complete documentation with each shipment, including any permits, compliance agreements, or authorizations required by law.

4. Liability and Indemnification

Customer agrees that METER assumes no liability for any damages, losses, or regulatory penalties arising from the handling, transport, or testing of quarantined soil samples, except to the extent that such damages are caused by METER's gross negligence or willful misconduct.

Customer agrees to indemnify, defend, and hold harmless METER from any and all claims, losses, fines, penalties, or damages, including reasonable attorney's fees, resulting from, but not limited to:

- Any breach of USDA APHIS regulations or permits by the Customer.
- Any third-party claims related to the shipping, handling, or analysis of quarantined soils provided by Customer.

5. Insurance

Customer agrees to maintain adequate insurance coverage, including general liability and environmental coverage, for the handling and shipment of quarantined soil samples. Upon request, Customer shall provide proof of such insurance to METER.

6. Confidentiality and Data Ownership

All data and reports generated from the analysis of quarantined soils shall be owned by METER. However, METER agrees to keep any information provided by Customer and results of the analysis confidential, except as required by law. Customer may only use the data and reports for internal purposes unless otherwise agreed in writing by METER.

7. Sample Disposal

After analysis, METER will either return or dispose of the soil samples in compliance with all applicable federal, state, and local regulations. The costs associated with the return or disposal of the samples shall be borne by the Customer, unless otherwise agreed.

8. Force Majeure

METER shall not be held liable for delays or failure to perform any obligation under this Agreement due to events beyond its reasonable control, including but not limited to natural disasters, acts of government, pandemics, or other unforeseen circumstances (“Force Majeure Events”). In the event of a Force Majeure Event, METER will notify the Customer and take reasonable steps to resume performance as soon as practicable.

9. Jurisdiction and Dispute Resolution

This Agreement shall be governed by the laws of the state of Utah without regard to its conflict of laws provisions. Any disputes arising under or in connection with this Agreement shall be resolved through litigation in Cache County.

10. Duration and Termination

This Agreement shall remain in effect until terminated by either party upon 30 days’ written notice. Either party may terminate this Agreement immediately upon notice if the other party breaches any material provision of this Agreement or fails to comply with USDA APHIS regulations.

11. Payment Terms

Customer agrees to pay METER for the analysis of soil samples at the rates specified in the statement of work or service order. All payments are due within 30 days of receipt of an invoice from METER unless otherwise agreed. METER reserves the right to withhold analysis results until payment is received.

12. Acceptance of Terms

By signing below, Customer acknowledges that they have read and agree to the terms and conditions outlined in this Agreement, and they certify that all shipments of quarantined soil samples sent to METER will comply with USDA APHIS guidelines and other applicable regulations and laws.

ORGANIZATION

NAME

EMAIL

DATE

SIGNATURE