JANEK ENGINEERING, LLC

SAFETY AND TESTING DIVISION

2165 BENTON ST

GRANITE CITY, IL 62040

Test Report For:

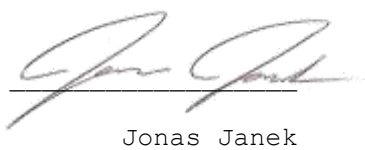
UNITED GROUP INC

ANSI/BIFMA X5.1-2002

CHAIR TEST STANDARDS

for

IRONHORSE 4000HD
with
Standard Armrests and Composite Base



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Project Manager

Attention:

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DATE RECEIVED: 7 January 2008

DATES TESTED: 2 February 2008 – 2 June 2008

DESCRIPTION OF SAMPLES:

Part Description: IRONHORSE 4000HD with Standard Armrests and Composite Base

Model No.: 4000HD

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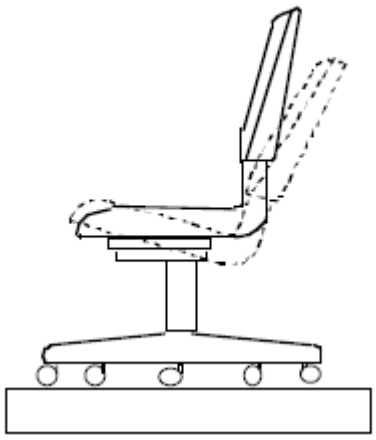
WORK REQUESTED/APPLICABLE DOCUMENTS:

To test the submitted samples per ANSI/BIFMA X5.1-2002 Chair Test Standards for the following test program:



TYPE 1 – Tilting Chair

Type I. Tilting chair:
A chair with a seat that tilts with a counterbalancing force. Chairs of this type are typically referred to as synchro-tilt, center-tilt, knee-tilt, etc.(See Figure 1a)

TEST NUMBER	TEST DESCRIPTION
X5.1-5	Backrest Strength Test - Static - Type I
X5.1-7	Base Test - Static
X5.1-8	Drop Test - Dynamic
X5.1-9	Swivel Test - Cyclic
X5.1-10	Tilt Mechanism Test - Cyclic
X5.1-11.3	Seating Durability Impact Test - Cyclic
X5.1-11.4	Seating Durability Load Ease Test - Cyclic
X5.1-12a	Stability Test Front
X5.1-12b	Stability Test Rear
X5.1-13	Arm Strength Test - Vertical - Static
X5.1-14	Arm Strength Test - Horizontal - Static
X5.1-15	Backrest Durability Test - Cyclic - Type I
X5.1-17	Caster/Chair Base Durability Test - Cyclic
X5.1-20	Arm Durability Test - Cyclic

TESTING CONCLUSION:

The submitted samples meet all of the acceptance criteria for the applicable tests as shown below.

TEST REULTS SUMMARY:

TEST NUMBER	PASS / FAIL
X5.1-5	Passed
X5.1-7	Passed
X5.1-8	Passed
X5.1-9	Passed
X5.1-10	Passed
X5.1-11.3	Passed
X5.1-11.4	Passed
X5.1-12a	Passed
X5.1-12b	Passed
X5.1-13	Passed
X5.1-14	Passed
X5.1-15	Passed
X5.1-17	Passed
X5.1-20	Passed

TESTING EQUIPMENT AND SUPPLIES:

TEST EQUIPMENT:	ASSET NUMBER:
Modular Testing Platform and Framework	JE-MTPF-334821
Toledo Scale (0-1000 lbs)	JE-MTS-334844
Push / Pull Load Cell(0-5000 lbs)	JE-LCPP-334878
JE Bifma Chair Measurement Device	JE-BCMD-334871
JE Bifma Test Bag	JE-BTB-334873
JE Bifma Form Fitting Device	JE-BFFD-334888
JE Bifma Base Test Blocks: 1,2,3,4,5	JE-BBTB-334890,91,92,93,94
JE Bifma Load Block	JE-BLB-334877
JE Bifma 8" Loading Devices: 1,2	JE-B8LD-334875,76
JE Bifma Rear Stability Test Unit	JE-BRSTU-334866
JE Bifma Front Stability Test Unit	JE-BFSTU-334855
JE Bifma Arm Rest Test Units: 1,2	JE-BARTU-334847,48
JE Bifma Backrest Test Unit	JE-BBTU-334859
JE Bifma Swiveling Test System	JE-BPCTS-334899
JE Bifma Arm Loading Devices: 1,2	JE-BALD-334861,62
JE Bifma Push-Pull Test System	JE-BCIU-334887

All testing components have been designed and built in accordance with ANSI-BIFMA 5.1-2002 specifications. They are inspected and calibrated before and after each test. All testing equipment is subject to and kept or disposed of in accordance with the Janek Engineering LLC asset retention and disposal policy. All testing current testing assets are available for inspection at the Janek Engineering LLC Safety and Test Lab Division. Current equipment may differ from actual testing equipment depending on the date of inspection. For aesthetic purposes some pictures were taken before additional fixtuering and securement devices were installed.

TEST X5.1-5: BACK STRENGTH TEST- STATIC (Type I)

Date Received:	01/07/08
Date Tested:	02/02/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 5
Functional Load:	200 lbf
Proof Load:	300 lbf
Number of Samples Tested:	One (1)

Acceptance Level:

Functional Load:	There shall be no loss of serviceability to the chair.
Proof Load:	There shall be no sudden and major change in the structural integrity of the chair. Loss of serviceability is acceptable.

Results:

Static Load	Description of Results
200 lbf	PASS
300 lbf	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 1 / Picture 1 for setup and photograph.

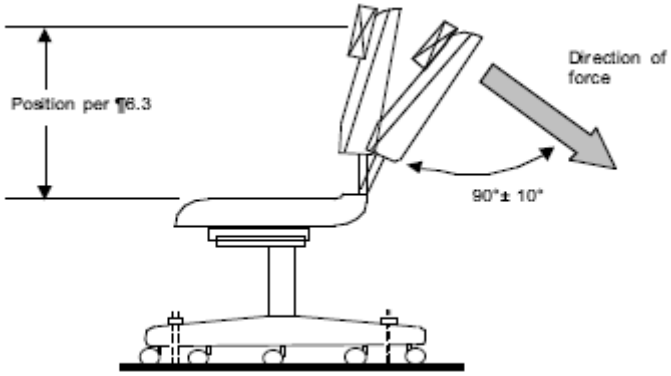


Figure 1: Back Strength Test Procedure

Picture 1: Back Strength Test Procedure

TEST X5.1-7: BASE TEST- STATIC

Date Received: 01/07/08
Date Tested: 02/04/08

Description of Samples:
Part Description: IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number: 4000HD

Test Procedure:
Test Method: ANSI/BIFMA X5.1-2002; Test No. 7
Force Application 1: 11,120 N (2,500 lbf.) Force, Applied for 1 minute

Force Application 2: 11,120 N (2,500 lbf.) Force, Applied for 1 minute

Number of Samples Tested: One (1)

Acceptance Criteria:

There shall be no sudden and major change in the structural integrity of the base. The center column may not touch the test platform during the load applications.

Results:

Static Load	Description of Results
Force Application 1	PASS
Force Application 2	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 2 / Picture 2 for setup and photograph.

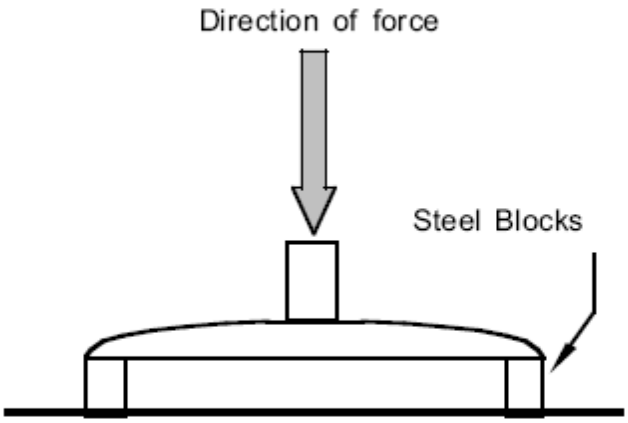


Figure 2. Base Test Procedure

Picture 2: Base Test Procedure

TEST X5.1-8: DROP TEST: DYNAMIC

Date Received:	01/07/08
Date Tested:	02/06/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 8
Functional Load:	225 lbs
Proof Load:	300 lbs
Number of Samples Tested:	One (1)

Acceptance Level:

Functional Load:	There shall be no loss of serviceability.
Proof Load:	There shall be no sudden and major change in the structural integrity of the chair. Loss of serviceability is acceptable.

Results:

Static Load	Description of Results
225 lbs	PASS
300 lbs	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 3 / Picture 3 for setup and photograph.

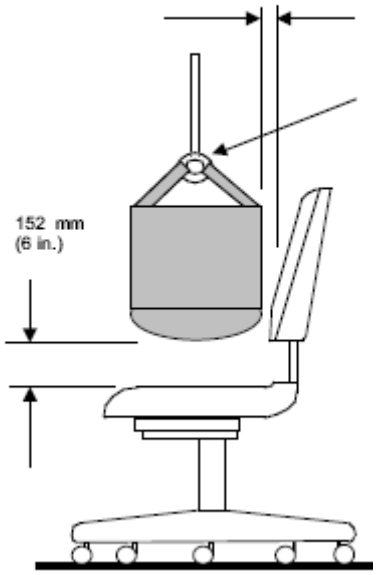


FIGURE 3: DROP TEST PROCEDURE

PICTURE 3: DROP TEST PROCEDURE

TEST X5.1-9: SWIVEL TEST - CYCLIC

Date Received: 01/07/08
Date Tested: 02/09/08 – 02/18/08

Description of Samples:
Part Description: IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number: 4000HD

Test Procedure:
Test Method: ANSI/BIFMA X5.1-2002; Test No. 9
Load 225lbs
Test 1 60,000 Cycles
Test 2 Additional 60,000 Cycles
Number of Samples Tested: One (1)

Acceptance Level:
There shall be no loss of serviceability.

Results:

Test Number	Number of Cycles	Description of Results
1	60,000	PASS
2	60,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 4 / Picture 4 for setup and photograph.

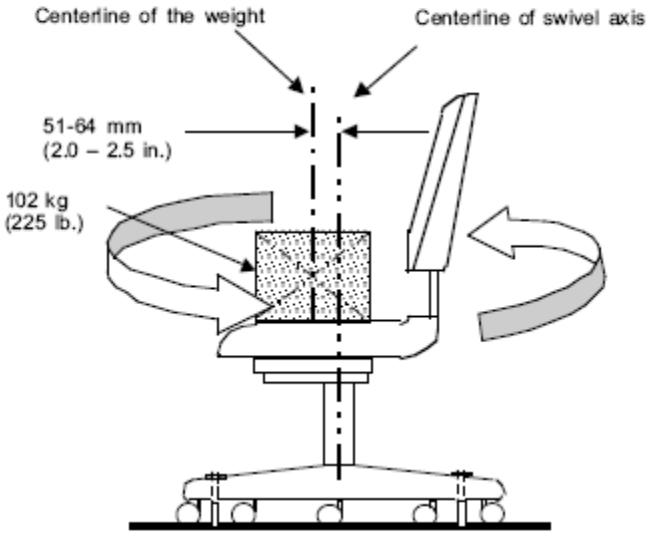


FIGURE 4: SWIVEL TEST – CYCLIC

PICTURE 4: SWIVEL TEST – CYCLIC

TEST X5.1-10: TILT MECHANISM TEST - CYCLIC

Date Received:	01/07/08
Date Tested:	03/03/08 – 03/14/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 10
Load	225lbs
Number of Cycles	300,000 Cycles
Cycles per Minute	20
Number of Samples Tested:	One (1)

Acceptance Level:

There shall be no loss of serviceability to the tilt mechanism.

Results:

Number of Cycles	Description of Results
300,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 5 / Picture 5 for setup and photograph.

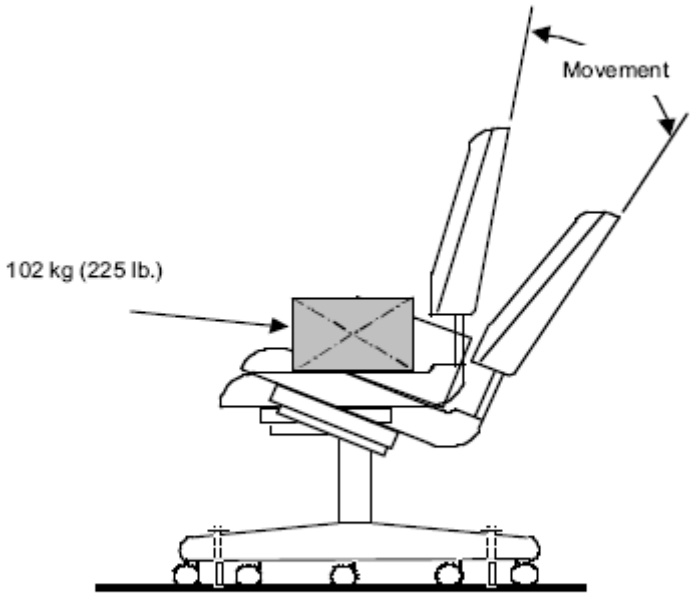


FIGURE 5: TILT MECHANISM TEST – CYCLIC

PICTURE 5: TILT MECHANISM TEST - CYCLIC

TEST X5.1-11.3: SEAT DURABILITY IMPACT TEST - CYCLIC

Date Received:	01/07/08
Date Tested:	03/27/08 – 03/31/2008

Description of Samples:

Part Description:	PART DESCRIPTION: IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 11.3
Section 11.3:	Seat Center Impact Test
Test Bag Diameter	16”
Bag Weight	125 lbs.
Number of Cycles	100,000 Cycles
Height of Force	1”
Cycles Per Minute	20
Number of Samples	One (1)

Acceptance Level:

There shall be no loss of serviceability.

Results:

Sample Number	Number of Cycles	Description of Results
1	100,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 6 / Picture 6 for setup and photograph.

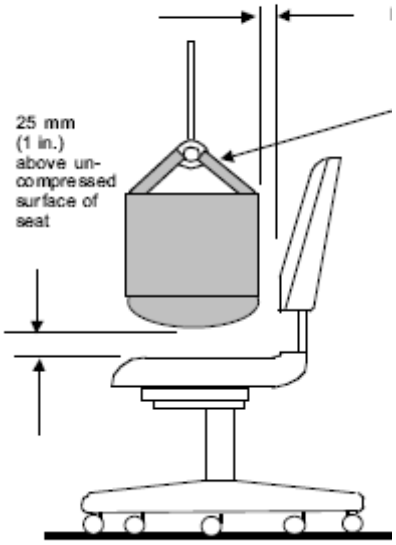


FIGURE 6: SEAT DURABILITY IMPACT TEST – CYCLIC

PICTURE 6: SEAT DURABILITY IMPACT TEST – CYCLIC

TEST X5.1-11.4: SEAT DURABILITY LOAD EASE TEST - CYCLIC

Date Received:	01/07/08
Date Tested:	04/07/08 – 04/09/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 11.4
Section 11.4:	Load Ease Test
Pressure Diameter	8”
Force Applied	165 lbf
Number of Cycles	20,000 Cycles To Each Corner
Cycles Per Minute	20
Location of Force(s)	One (1) Each, Left and Right

Acceptance Level:

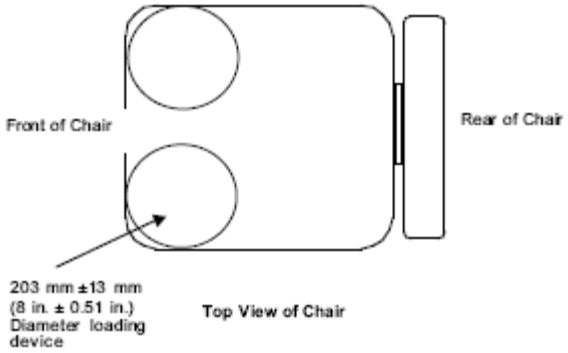
There shall be no loss of serviceability.

Results:

Location of Force	Number of Cycles	Description of Results
Left Front Corner	20,000	PASS
Right Front Corner	20,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 7 / Picture 7 for setup and photograph.



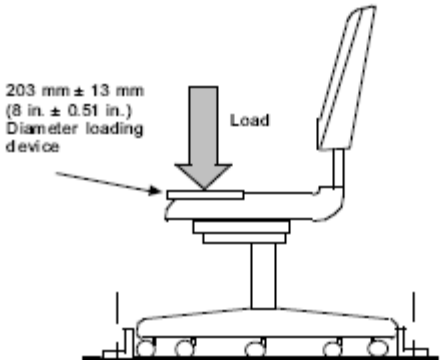


FIGURE 7: SEAT DURABILITY LOAD EASE TEST – CYCLIC

PICTURE 7: SEAT DURABILITY LOAD EASE TEST – CYCLIC

TEST X5.1-12a: STABILITY TEST (FRONT)

Date Received:	01/07/08
Date Tested:	04/14/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 12a All of the chairs adjustability features set for the most unstable condition.

Front Stability:

Vertical Load	135 lbs
Horizontal Force	20 N (4.5 lbf)
Number of Samples	One (1)

Acceptance Level:

Front Stability:	The chair shall not tip over as a result of the force application.

Results:

Front Stability	Description of Results
> 4.5 lbs required to tip	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 8 / Picture 8 for setup and photograph.

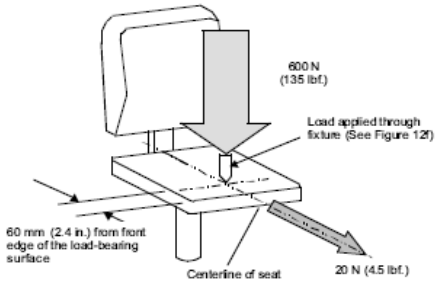


Figure 12e- Front Stability Test

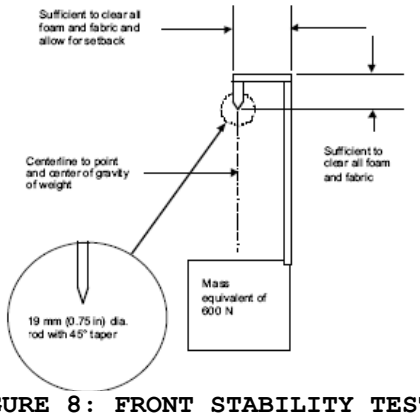


FIGURE 8: FRONT STABILITY TEST

PICTURE 8: FRONT STABILITY TEST

TEST X5.1-12b: STABILITY TEST (REAR)

Date Received:	01/07/08
Date Tested:	04/16/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 12b All of the chairs adjustability features set for the most unstable condition.

Rear Stability:

Weight in Seat	173 lbs

Acceptance Level:

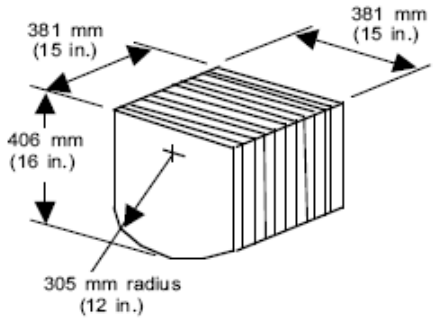
Rear Stability:	The force to tip shall not be less then Type 1: 20 lbf

Results:

Rear Stability	Description of Results
> 20 lbf	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 9 / Picture 9 for setup and photograph.



79 kg (173 lb.) Weight for Rear Stability

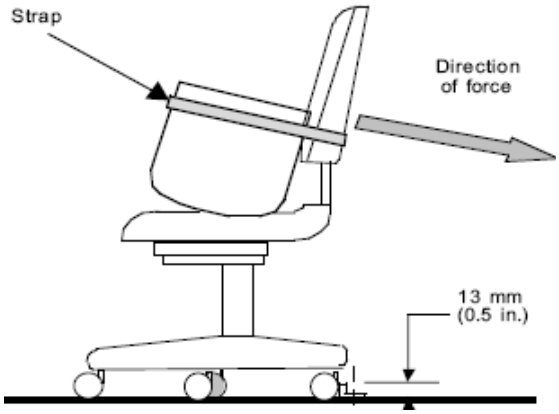


FIGURE 9: REAR STABILITY TEST

PICTURE 9: REAR STABILITY TEST

TEST X5.1-13: ARM STRENGTH TEST – VERTICAL - STATIC

Date Received:	01/07/08
Date Tested:	04/18/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 13
Functional Load:	200 lbf
Proof Load:	300 lbf
Number of Samples Tested:	One (1)

Acceptance Level:

Functional Load:	There shall be no loss of serviceability
Proof Load:	There shall be no sudden and major change in the structural integrity of the chair. Loss of serviceability is acceptable.

Results:

Static Load	Description of Results
200 lbf	PASS
300 lbf	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 10 / Picture 10 for setup and photograph.

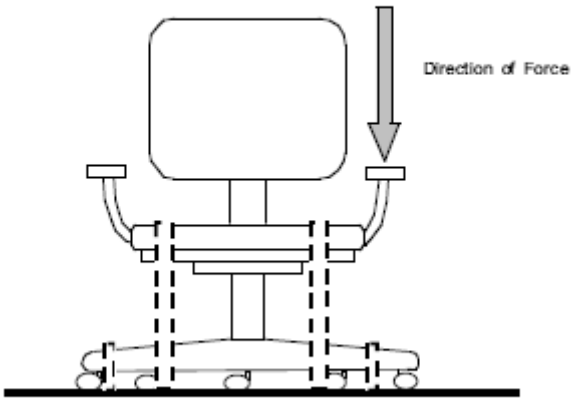


Figure 13b - Arm Strength Test - Vertical - Static

FIGURE 10: ARM STRENGTH TEST – VERTICAL - STATIC

PICTURE 10: ARM STRENGTH TEST – VERTICAL - STATIC

TEST X5.1-14: ARM STRENGTH TEST – HORIZONTAL - STATIC

Date Received:	01/07/08
Date Tested:	04/22/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 14
Functional Load:	100 lbf
Proof Load:	150 lbf
Number of Samples Tested:	One (1)

Acceptance Level:

Functional Load:	A functional load applied once shall cause no loss of serviceability.
Proof Load:	A proof load applied once shall cause no sudden and major change in the structural integrity of the unit. Loss of serviceability is acceptable.

Results:

Static Load	Description of Results
100 lbf	PASS
150 lbf	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 11 / Picture 11 for setup and photograph.

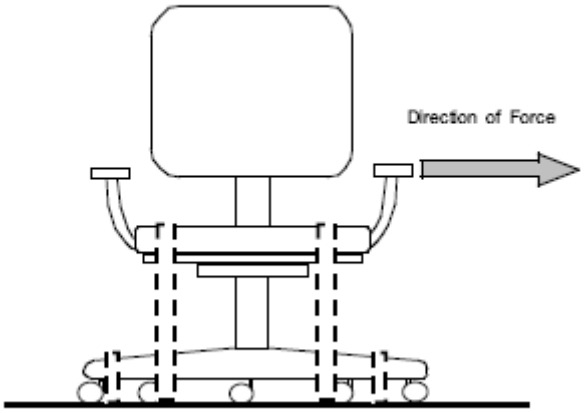


FIGURE 11: ARM STRENGTH TEST – HORIZONTAL – STATIC

PICTURE 11: ARM STRENGTH TEST – HORIZONTAL - STATIC

TEST X5.1-15: BACKREST DURABILITY TEST – CYCLIC – TYPE 1

Date Received:	01/07/08
Date Tested:	04/24/08 – 04/30/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 15
Backrest Width:	20”
Total Cycles Required:	120,000
Center Pull Cycles:	80,000
Off Center Left Pull Cycles	20,000
Off Center Right Pull Cycles	20,000
Force Applied	100 lbf
Load in Seat	225 lbs
Cycles Per Minute	20
Number of Samples Tested	One (1)

Acceptance Criteria:

There shall be no loss of serviceability.

Results:

Pull Location	Number of Cycles	Description of Results
Center Pull	80,000	PASS
Off Center Left Pull	20,000	PASS
Off Center Right Pull	20,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 12 / Picture 12 for setup and photograph.

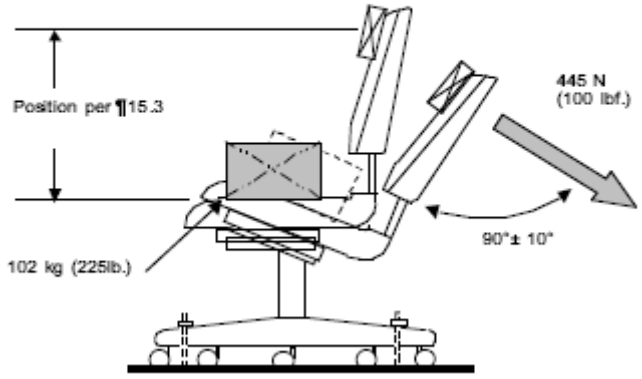


FIGURE 12: BACKREST DURABILITY TEST – CYCLIC – TYPE 1

PICTURE 12: BACKREST DURABILITY TEST – CYCLIC – TYPE 1

TEST X5.1-17: CASTER / CHAIR BASE DURABILITY TEST – CYCLIC

Date Received:	01/07/08
Date Tested:	05/08/08 – 05/16/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 17
Number of Samples Tested:	One (1)

Durability Cycling:

Load in Seat:	225 lbs
Cycles Over Obstacles	2000
Cycles Over Smooth Surface	98,000
Cycles Per Minute	10

Caster Retention:

Pull Force	5 lbf

Acceptance Level:

Durability Cycling:	There shall be no loss of serviceability.
Caster Retention:	The caster shall not separate from the base as a result of the application of the 5 lbf force.

Results:

Test Type	Description of Results
Durability Cycling	PASS
Caster Retention	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 13 / Picture 13 for setup and photograph.

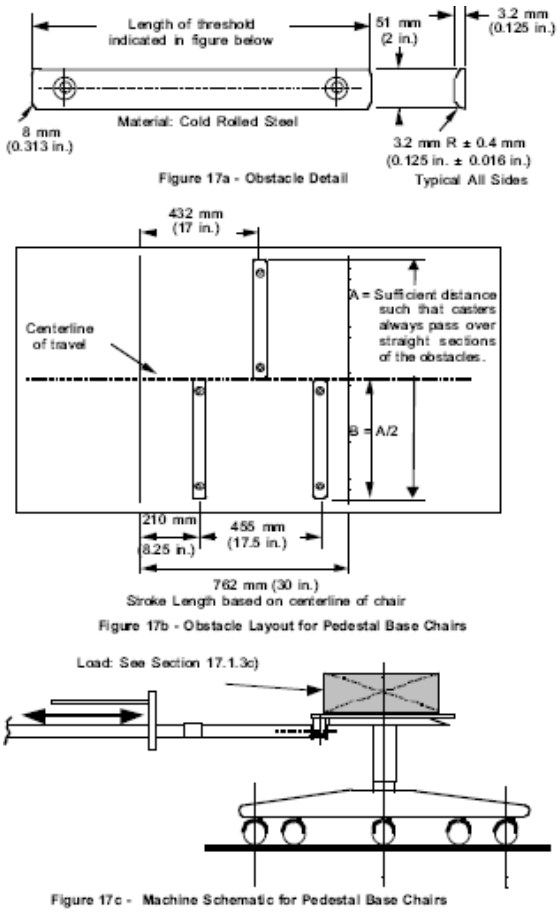


FIGURE 13: CASTER / CHAIR BASE DURABILITY TEST – CYCLIC

PICTURE 13: CASTER / CHAIR BASE DURABILITY TEST – CYCLIC

TEST X5.1-20: ARM DURABILITY TEST – CYCLIC

Date Received:	01/07/08
Date Tested:	05/27/08 – 06/02/08

Description of Samples:

Part Description:	IRONHORSE 4000HD WITH STANDARD ARMRESTS AND COMPOSITE BASE
Model Number:	4000HD

Test Procedure:

Test Method:	ANSI/BIFMA X5.1-2002; Test No. 20
Load to Each Arm:	90 lbs
Angle of Force:	10 Degrees From Vertical
Number of Cycle Required	60,000
Cycles Per Minute	20
Number of Samples Tested:	One (1)

Acceptance Level:

Structural breakage or loss of serviceability shall constitute failure.

Results:

Sample	Number of Cycles	Description
1	60,000	PASS

The submitted sample meets the acceptance criteria for the test described above.

Refer to Figure 14 / Picture 14 for setup and photograph.

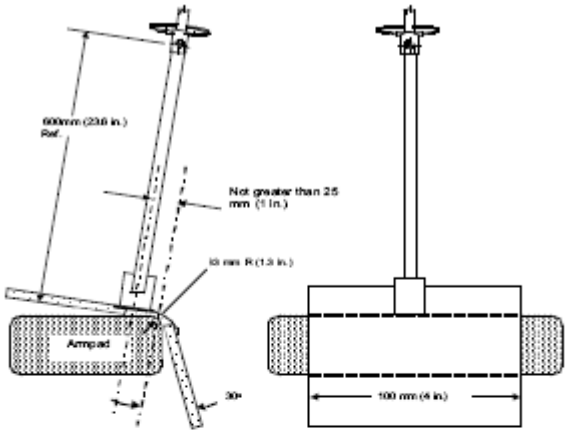


Figure 20a- Arm Loading Device

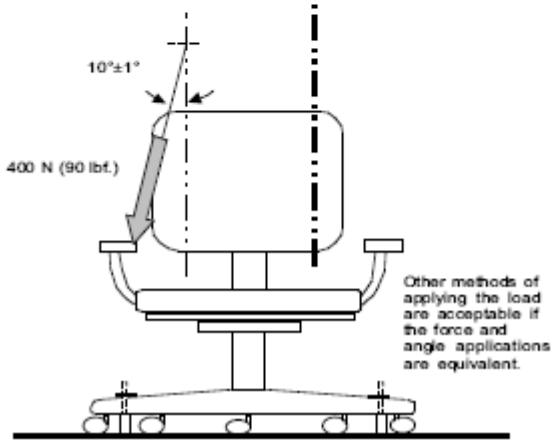


FIGURE 14: ARM DURABILITY TEST – CYCLIC

PICTURE 14: ARM DURABILITY TEST – CYCLIC

TERMS AND CONDITIONS

The following terms and conditions apply to all work performed by Janek Engineering, LLC (J.E. LLC) and supercedes and/or replaces terms and conditions of Client's purchase order unless specifically exempted in writing by the chief executive officer of Janek Engineering, LLC.

1. Janek Engineering, LLC represents to the Client that testing is done in accordance with standard procedures as applicable and that reported test results are accurate within generally accepted commercial ranges of accuracy, unless a specific measure of greater accuracy has been agreed to in writing by Janek Engineering, LLC and the Client.

2. Janek Engineering, LLC reports apply only to the specific sample(s) tested under stated test conditions and test results are not necessarily indicative of the qualities of apparently identical or similar test or operating conditions. Janek Engineering, LLC shall have no liability for any deductions, inferences or generalizations drawn by the Client or others from Janek Engineering, LLC reports.

3. When Janek Engineering, LLC performs services, its work and reports are not governed by the Uniform Commercial Code. Except as stated in Paragraph 1, Janek Engineering, LLC disclaims all warrants of merchantability or fitness for a particular purpose.
The Client shall not advertise or publish the name, the seal or servicemark, reports, test results, documentation or procedures of Janek Engineering, LLC without written authorization from Janek Engineering, LLC Any test reports provided to Client by Janek Engineering, LLC shall not be reproduced **except *in full*** without the approval of Janek Engineering, LLC The Client's actual or threatened failure to abide by this Paragraph 4 may result in legal action by Janek Engineering, LLC for injunctive and other relief.

4. Payment for the services rendered is the obligation of the Client issuing the purchase order or accepting the proposal. The obligation is not contingent on any specific result from Janek Engineering, LLC's services and may not be assigned without the written permission of Janek Engineering, LLC

5. If services are to be supplied to a Client who has not established credit with Janek Engineering, LLC, or in connection with a legal action, a retainer equal to the estimated cost is required with the order, which retainer may be applied at Janek Engineering, LLC's option to its final billings. The minimum retainer required for services to be performed in connection with a legal action is $1,000.

6. If the service to be performed requires more than one (1) month for completion, Janek Engineering, LLC will make monthly billings of the approximate percentage of the work completed each month, supplying with the interim invoice a progress report showing accomplishments to date. Terms of all invoices shall be net 30 days upon receipt of invoice.

7. If the Client desires forensic testing services, the Client must mark each test sample and supporting documents and the test authorization form conspicuously as "LEGAL". Unless otherwise indicated in writing, prices quoted or charged by Janek Engineering, LLC do not include charges for any court appearance, records retrieval/storage, expert witness testimony, deposition, or affidavit, or preparation thereof, in connection with forensic testing services. Such charges will be computed at Janek Engineering, LLC's then prevailing hourly rates, plus expenses. All such charges must be prepaid by the Client prior to such appearance, testimony, deposition or affidavit and, where required by law, the Client at the Client's expense must obtain advance court approval of charges.

8. In the event that Janek Engineering, LLC, as a result of an order or subpoena issued by a court, is called upon to produce or testify in respect to a report, it will advise the Client of the fact and the time and place of the scheduled hearing, if reasonable advance notice is given to Janek Engineering, LLC If the Client has any objections to Janek Engineering, LLC complying with such order or subpoena, it will be the Client's obligation to present such objections to the court at or prior to the time specified in such order or subpoena, and to give timely notice to Janek Engineering, LLC of the results.

9. Sample(s) will be destroyed thirty (30) days after the date of the final report, unless the Client indicates otherwise in writing before the expiration of said 30-day period.

11. Prices quoted by Janek Engineering, LLC are subject to change if not accepted by the client within thirty (30) days, or if the work involved is not commenced within fortyfive (45) days of such acceptance through no fault of Janek Engineering, LLC

12. Janek Engineering, LLC's liability is limited as follows:

a.) The Client agrees to limit Janek Engineering, LLC's liability arising from Janek Engineering, LLC's professional activity, errors, or omissions, such that the total aggregate liability of Janek Engineering, LLC shall not exceed Janek Engineering, LLC's total fee for services rendered on the project in question.
b.) Janek Engineering, LLC shall be discharged from all liability to the Client for all claims for loss, damage, or expense..
c.) Janek Engineering, LLC shall not be liable to Client for any consequential damages incurred by the Client due to the fault of Janek Engineering, LLC, regardless of the nature of this fault, whether it was committed by Janek Engineering, LLC, its employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
d.) The Client agrees to extend any and all limitations, indemnifications, and waivers provided by the Client to Janek Engineering, LLC and to those individuals and organizations Janek Engineering, LLC retains for execution of work. These shall be deemed to include but not necessarily limited to Janek Engineering, LLC's officers and employees and their heirs and assigns, as well as Janek Engineering, LLC's agents, subcontractors, and their officers, employees, heirs and assigns.

e.) Client acknowledges that testing, including sample preparation and transportation, may damage or destroy Client's property. Client agrees to hold Janek Engineering, LLC harmless from any and all responsibility for such alteration.
f.) The Client agrees Janek Engineering, LLC shall not be responsible for any injuries to the Client representatives while attending to or observing testing at Janek Engineering, LLC's facility. If testing takes place at the Client's facility, Client agrees that Janek Engineering, LLC will not operate and shall not be responsible for any of Client's equipment and that although Janek Engineering, LLC agrees to abide by Client's safety procedures, Janek Engineering, LLC shall not be responsible for injury to any of Client's personnel.

13. Any order or agreement for testing services by Janek Engineering, LLC may be terminated in writing by the Client before completion thereof with Janek Engineering, LLC's written consent in which event the Client shall pay to Janek Engineering, LLC an amount to be determined by Janek Engineering, LLC as being sufficient to reimburse Janek Engineering, LLC for all direct and indirect costs and expenses, including (but not limited to) supplies, materials, labor, and overhead incurred with respect to the order or agreement through the date of termination.

14. Janek Engineering, LLC shall not be liable for any failure or delay in performance which is caused in whole or in part by fire, flood, accident, riot, war, operation of law, government action, strikes or other labor disturbances, fuel shortages, or any other cause beyond the control of Janek Engineering, LLC

15. All contracts between Janek Engineering, LLC and the Client, shall be deemed to be made in and governed by the laws of the State of Illinois.

16. Should Janek Engineering, LLC be required to subcontract any testing or other services, the Client will be informed of such arrangement either verbally or in writing. Janek Engineering, LLC shall have no liability for any deductions, inferences, or generalizations drawn by the Client or others from subcontractor's data.

17. It is the Client's responsibility to understand the procedures utilized in the testing process. Any action taken by a Client based on any consulting, recommendations, results, observations, conclusions, discussions, or data as provided by J.E. LLC is the sole responsibility of the Client.

Revised 1/31/08