General: G1. Customer Requirements: The customer is responsible for confirming and communicating any specific requirements, limitations, or independent third-party accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific testing requirements. EMSL Analytical, Inc. (EMSL) is not responsible for customer’s errors or omissions with respect to communication of specific requirements.

G2. Sample Submission: The receipt of a Chain of Custody (COC) document shall be considered the customer’s formal notice to proceed with the stated transaction in accordance with EMSL Terms and Conditions. In the event that any sample submitted for analysis by EMSL with a submission for analysis by EMSL with a label agrees to be bound by EMSL’s Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time in rate in order to meet hold time requirements. Clients who use EMSL’s prepaid card for any reason prior to sample submission may have a fee added to their project invoice to cover the costs if no shipment analysis fee(s) are not met.

G3. Sampling Responsibility: It is the customer’s responsibility to ensure that samples are collected in accordance with the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to ensure that the equipment is calibrated and maintained, and conditions to ensure that a valid sample has been obtained. EMSL is not responsible for the improper selection of sampling devices even if EMSL supplies the devices to the user. Client must provide the customer with a complete media list and samples maybe charged for supplies not returned for the lab analysis; including: cost of supplies, shipping and/or handling fees.

G4. Sample Labeling & Packaging: It is the customer’s responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submission, and may incur additional surcharges for handling and disposal. EMSL reserves the right to refuse or return samples submitted for analysis which are unusable due to packaging, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

G5. Turnaround Time: Turnaround Time (TAT) is defined as the time between sample acceptance by an authorized representative of EMSL’s laboratory and analysis results. Specific turnaround time is based upon individual laboratory operational hours. TATs are offered in hours, business days, or calendar days, depending upon the specific test.

G6. Testing Policy: EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, or and/or client stipulated testing procedures. EMSL reserves the right, with prior customer notification and approval, to depart from any laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and/or price book.

G7. Payment Terms: If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. If otherwise stated, rates are quoted in US Dollars. Interchange charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney’s fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples/projects until payment is received in full.

G8. Customer Changes: All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing. verbal change requests must be confirmed in writing. If requested changes in scope of work or TAT are not approved, the customer agrees to pay for work completed up to the point of cancellation. If the customer requests a change in scope of work or TAT before the stated date of analysis, the customer agrees to pay for work completed up to the point of cancellation. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees for same day or expedited sample processing, and/or return shipping fee.

G9. Cost to customer: Changes in scope of work, changes in quantity of samples, and changes in quality control requirements; changes for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated, or any type of change as determined by the customer.

G10. Sample & Record Retention: See Division specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and/or records are subject to specific regulatory retention requirements. EMSL must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

G11. Disclaimer: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL, and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL’s services thereunder or the use, reliance upon or interpretation of EMSL reports resulting from any work performed. Unless otherwise requested by the customer the user uses the results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of fault, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by customer themselves.

G12. Severability: If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be construed in accordance with the laws of the State of New Jersey. Written, negotiated agreements with clients or customer specific Terms and Conditions may supersede these Terms and Conditions.

G13. Headings: The headings contained herein are for convenience only, and in the event of any conflict, the text of the paragraph, rather than the headings, will control.

G14. Lab Reports, QC Data Packages & Reporting Limits: Reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reportability. EMSL will only report test results that are above the reporting limit. EMSL must also be notified and approval must be obtained for any special disposal and/or any return shipping fee.

G15. Tests and Services: A minimum analytical fee applies to each Materials Science project. A4. Sample Preparation Charges: Additional fees may apply. See project quote and/or price book.

G16. Testing Policy: EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, or and/or client stipulated testing procedures. EMSL reserves the right, with prior customer notification and approval, to depart from any laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and/or price book.

G17. Payment Terms: If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. If otherwise stated, rates are quoted in US Dollars. Interchange charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney’s fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples/projects until payment is received in full.

G18. Customer Changes: All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing. verbal change requests must be confirmed in writing. If requested changes in scope of work or TAT are not approved, the customer agrees to pay for work completed up to the point of cancellation. If the customer requests a change in scope of work or TAT before the stated date of analysis, the customer agrees to pay for work completed up to the point of cancellation. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees for same day or expedited sample processing, and/or return shipping fee.

G19. Cost to customer: Changes in scope of work, changes in quantity of samples, and changes in quality control requirements; changes for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated, or any type of change as determined by the customer.

G20. Sample & Record Retention: See Division specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and/or records are subject to specific regulatory retention requirements. EMSL must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

G21. Disclaimer: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL, and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL’s services thereunder or the use, reliance upon or interpretation of EMSL reports resulting from any work performed. Unless otherwise requested by the customer the user uses the results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of fault, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by customer themselves.

G22. Severability: If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be construed in accordance with the laws of the State of New Jersey. Written, negotiated agreements with clients or customer specific Terms and Conditions may supersede these Terms and Conditions.

G23. Headings: The headings contained herein are for convenience only, and in the event of any conflict, the text of the paragraph, rather than the headings, will control.

G24. Lab Reports, QC Data Packages & Reporting Limits: Reports will be emailed as a PDF to the client and also posted on LabConnect™. Clients that are not approved (require mailed Reports, COC’s, invoices, and/or any other form of payment) may be subject to surcharges and/or increase in fees. Additional fees for data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific requirements prior to sample submission. Additional analytical cost may vary based upon reporting limits and/or data quality objectives.

G25. Tests and Services: Not all tests and services are available at all locations. Please see website and contact lab location prior to submitting samples to confirm available tests and services. Service Terms also vary by Test Division as clarified as follows.