

TERMS and CONDITIONS

TERMS AND CONDITIONS FOR PURCHASE OF LABORATORY SERVICES

The pricing herein is based on, but not limited to the following terms and conditions:

1. The Client Chain of Custody documentation shall be considered the client's formal notice to proceed with the stated analysis in accordance with the rates and terms herein.
2. Turnaround time (TAT) / due dates are based on the lab operational hours. Turn-Around Time (TAT) is measured in full business days; for example, samples arriving today for 1 Day TAT are due at the end of the next business day. Samples are date/time stamped and the TAT is tracked during lab operational hours for the particular lab utilized. As such, expedited TAT's (3 hour, 6 hour) must arrive at the laboratory early enough in the day if same-day results are needed. Contact your local lab for hours of operation and sample delivery times necessary to accommodate expedited TAT requests.
3. Results are available by fax, email, and/or extranet ("LABConnect™"). Please let the lab know your preferred method for receiving results via directives on your chain-of-custody documentation. Electronic data deliverables (EDD) may be available; contact your account representative for specific information and capabilities.
4. Price discounts may be offered for large volume orders/sample delivery groups if pre-negotiated prior to work submitted AND pre-approved in writing by an authorized EMSL representative. A Client Account Representative is assigned to every account for pricing questions and any customer service needs. If you do not know your account representative, please call our Corporate Office Customer Service Department at 800-220-3675.
5. Reports, chains-of-custody, and invoices are available 24/7 via internet access to our "LABConnect™". Please contact your account representative to set up your account for this service, or go to our website (www.emsl.com) and click on the LABConnect™ link.
6. Not all services and/or all tests are offered at every EMSL laboratory location. Please contact your account representative to verify that the local EMSL laboratory you are using provides the services/tests that you require. The client is responsible for confirming the applicability of any local, state, regional, or national certification requirements. All EMSL Accreditations and Certifications are provided on our website. Client is also responsible to confirm individual parameter certifications for each certification.
7. Samples classified as Hazardous or Explosive, or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and will incur additional surcharges for handling and disposal. EMSL reserves the right to return or refuse acceptance of any sample which, because of its condition or contents at the time of delivery, may be unsuitable for, or may pose risk in, handling or processing for analysis.
8. EMSL standard reporting limits are offered. Surcharges will apply if special reporting limits are required and lab must be notified prior to sample submission.
9. Lab must be notified and approval must be obtained for any special disposal and/or any special sample storage/archive needs of the client; surcharges will apply.
10. If media/supplies are provided as a component of the analytical cost, and the samples are not submitted to EMSL for analysis within two to three weeks, then the media/supplies will be charged at current list price or a minimum of \$1.00 per item whichever is greater, plus shipping and handling charges.
11. Standard overnight shipping (by pre-approved overnight carrier) costs for sample delivery groupings of at least \$100 per order are included for lead chips/airs/wipes, asbestos samples (excluding Soil and/or Water samples), or microbiology spore trap or tape lift and/or swab samples. Contact your account representative to coordinate this shipping. Shipping to or from all other divisions and/or tests will be charged accordingly.
12. Standard payment terms are a NET 30 Days from date of lab invoice. Rates are based on US Dollars. Interest charges will apply to past due payments. If payment remains outstanding after 60 days, EMSL reserves the right to refuse additional work from client, hold or suspend data or data deliverables, and place the client on COD until such time as the account is made current. Client agrees to pay any collection costs incurred to collect past due balances.
13. EMSL warrants to its clients that all services provided hereunder shall be performed in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state, and local laws.
14. In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, 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 delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.
15. EMSL Standard pricing is periodically adjusted and EMSL reserves the right to update our prices at our sole discretion at any time. EMSL reserves the right to change these rates at any time due to client not complying with payment terms, or for specialty projects which result in sample matrix problems or programs not considered to be our standard testing parameters.

Microbiology Division:

- a. EMSL provides ALHA Accredited Microbiology services at most locations. Contact your account representative to verify local accreditation (fungi or bacteria or both) and capabilities.
- b. The following standard sampling media is included in the analytical cost:
 - i. tape-lifts and swabs and water collection containers.
 - ii. air impactor agar plates – standard agar plates included (surcharges may apply for specialty media orders).
- c. Spore traps are available at client preferred rates and bulk order discounts (see EMSL Products Catalog).
- d. Please call for food, consumer products and cosmetics microbiology special products.

Industrial Hygiene Division:

- a. EMSL provides IH (AQ) Division Services at three locations, primarily at our NJ Corporate Lab in addition to our Los Alamitos Lab ("LA Testing") and limited IH Services at our Indianapolis Laboratory. Contact your account representative or Lab Director for local capabilities.
- b. Standard media sorbent tubes are included with exception of specially coated media (e.g.: isocyanates, ozone, etc.).
- c. Pumps and related equipment *may* be available as a courtesy to existing clients in good standing on a free loaner basis. Equipment lost, damaged, contaminated or not returned within 5 days will be billed at the replacement cost of the items provided.
- d. Shipping to and return of equipment, media, etc., is not included and will be charged.
- e. Summa canisters and regulators are provided and included in the analytical cost for TO-15 analysis. If canisters are returned unused, a usage and cleaning certification fee of \$100 per canister will be billed. In addition, shipping costs to and return of the canisters are not included and will be charged.
- f. Expanded data packages for validation programs are available for additional costs; lab must be notified prior to the sampling event if this is required.
- g. Turnaround times based on business days. Weekend, off-hour, and holiday services may be available with pre-approved scheduling and surcharges.

Lead (Pb) Division:

- a. EMSL provides Lead (Pb) services at most locations with varying capabilities and services. Contact your account representative to verify local accreditations and capabilities.
- b. The following standard sampling media is included in the analytical cost: ghost wipes with vessel tubes, plastic bottles for lead in drinking water sampling.
- c. Lead air cassettes are available, at client preferred rates and bulk order discounts (see Products Catalog)

Environmental Chemistry Division (soil, groundwater, TCLP, RCRA, etc.):

- a. EMSL provides Environmental Chemistry (NELAC) only at our Corporate NJ Lab.
- b. Standard glassware, cooler, COC included in the Analysis cost. Standard ground delivery service shipping to client is included for SDG's exceeding \$250. Expedited shipping surcharges will apply.
- c. Pickup of samples at client's office and/or jobsite *may* be available, conditional on size of sample delivery grouping, location and times pickup are needed, and good standing status of the client.
- d. Special QC data packages for validation programs are available for additional costs. Contact your account representative for fees. Lab must be notified prior to the sampling event if this is required.
- e. Client is responsible for confirming the applicability of any local, state, regional, or national certification requirements. All EMSL accreditations and certifications are provided on our website. Client is also responsible to confirm individual parameter certifications for each certification.
- f. TAT is based on full business days. Weekend, off-hour, and holiday services may be available with pre-approved scheduling and surcharges.
- g. Minimum charge of \$50 per job, batch, or sample delivery group (SDG) will apply.
- h. Samples logged-in and not analyzed charged @ \$20.00 per sample.
- i. Samples cancelled after analysis has begun will be charged for all extraction and analyses that have been completed at time of cancellation.
- j. Samples received late into analysis hold-times will be charged @ rush TAT rates to accommodate hold time restrictions.

Asbestos Division:

- a. EMSL provides NVLAP accredited asbestos analysis at every lab.
- b. Asbestos air cassettes (PCM and TEM) are available, at client preferred rates and bulk order discounts (see Products Catalog)
- c. Samples prepped but not analyzed due to "positive" stop rules (Gravimetric Reduction) or overloading (AHERA) will incur a prep charge fee.
- d. Individual layers (bulk PLM) which will require separate analysis are analyzed, reported, and *charged* for each layer.
- e. Additional analysis requested or changes in analysis protocols must be made via documented directive to the lab via fax or email.
- f. Turnaround time based on lab operational hours. Contact your account representative or lab manager for lab operational hours.

Materials Science Division:

- a. EMSL provides Materials Science testing primarily at our Corporate NJ Lab.
- b. All work is at standard TAT of 10 business days unless prior scheduling and lab approval is coordinated.
- c. Expedited service may be available – call for costs and information.
- d. Minimum charge of \$100 applies to each order.

Radiological Division (Radon):

- a. EMSL provides Radiological and Radon Testing at our Corporate NJ Laboratory.
- b. Test kits are included in the analytical fee.
- c. Analytical fee and shipping cost billed at time of kit purchase.