

## Terms and Conditions

By accepting, using, or relying upon information, and/or reports from Timpview Analytical Laboratories, Inc. (TAL), submitting samples for the generation of such information, or signing submittal forms or other applicable documents, the client and any party that relies on the information and documents, agrees to the following terms and conditions, except as otherwise agreed to in writing by TAL:

### General

1.1 The client is responsible for all samples prior to receipt, inspection, and acceptance by TAL.

1.2 The client is responsible to inform TAL of the proper protocol for sample analyses and handling (NPDES / Clean Water Act, Safe Drinking Water Act, RCRA etc.). TAL personnel may provide assistance determining the proper protocol if necessary. Unless otherwise specified, TAL will handle all samples as non-regulatory.

1.3 TAL will attempt to comply with applicable Federal and State requirements for storage, processing, and sample holding times. Samples must be scheduled prior to delivery in order to ensure that holding times are met.

1.4 Any sample remaining at the completion of analyses will be retained not less than 14 days from the date of sampling. Special holding times may be arranged at the client's request.

1.5 For non-aqueous or hazardous waste samples, the client is responsible for the disposal of any sample remaining after completion of analyses. Samples may be returned to the client at their expense, or disposed of by TAL for an additional fee.

### Fees and Billing

2.1 Any use by the client of information and documents provided by TAL is contingent upon the timely payment of all fees.

2.2 Regular terms of payment are net 30 days unless otherwise agreed to in writing by TAL. Overdue balances are subject to interest charges of 1.5% per month. The client shall be responsible for legal fees, or any other costs associated with the collection of unpaid balances.

2.3 Minimum billing for services is \$25.

2.4 A surcharge of \$50 per order may be added to the following:

- BOD samples *received after* noon on Friday or *sampled before* noon on Monday.
- Bacteriological samples received at any time on Friday.
- Any sample with a holding time of less than 48 hours received on Friday

2.5 Volume discounts may be provided on an as-quoted basis. Discount estimates and quotations are provided at no charge. All discounted rates are contingent upon meeting payment terms. Discounts will be evaluated annually, or as otherwise agreed to in writing. Discounts are contingent upon the client maintaining the predetermined work volume, matrix types, and analyses originally quoted.

2.6 Surcharges may be applied to non-routine sample matrices or samples that require repeat analysis due to unusual analyte levels or matrix interference.

2.7 Priority turnaround times or rush service may incur additional fees. Arrangements should be made with TAL prior to submitting priority or rush samples. See fee schedule for more information.

### Sample Analysis

3.1 Regulatory compliance analyses are performed using standard QA/QC protocols (i.e. blanks, standards, controls, and matrix spikes, as applicable for each batch). Project specific QC samples are billed at the applicable unit price for the test(s). These additional charges will apply to project specific QA/QC samples for batches with fewer than 20 samples, and to field and trip QA/QC samples. Quotations for work requiring project specific QC should be requested in advance.

3.2 TAL uses standard analytical methodologies wherever applicable (i.e. EPA, ASTM, AOAC, NIOSH, OSHA). TAL reserves the right to interpret these methodologies when applying them to the client's samples based on the reasonable professional judgment of TAL personnel and recognized industry standards.

3.3 Should the QA/QC requirements of a method or project require that a sample be re analyzed, any additional sample required for the re analysis will be provided by the client at the client's expense. Any such re analysis which generates data consistent with the original results will be at the client's expense.

3.4 When requested, TAL may release verbal or FAX results in advance of the written report of results. Such results are only tentative and are subject to subsequent confirmation or modification during QA/QC review.

### Warranty

4.1 TAL may make certain guaranties concerning analysis turnaround times and customer satisfaction. Such guaranties shall be specified in writing, on a case by case basis, as a quotation line item, or in other written form. No guarantee shall be inferred or implied without a written document, signed by TAL and the client.

4.2 It shall be the clients responsibility to make any claim on a written guarantee. Claims shall be made by the client within thirty days.

4.3 Except as expressly set forth in this or other written agreements, TAL expressly disclaims any and all warranties, express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

4.4 In no event shall TAL be liable for loss of profits or other economic loss, indirect, special, consequential, or other similar damages arising out of any claimed breach of obligations.