

TERMS AND CONDITIONS

SAMPLES SUBMITTED FOR ANALYSIS MUST INCLUDE

1. Complete analysis (including catalog numbers) and billing instructions on *Southern Testing & Research Division of Microbac Laboratories, Inc. Sample Submission Form*, company letterhead or purchase order, signed and dated by person or agent with authority to submit samples for the client.
2. Identifying marks (including label claim(s) if applicable) on each sample and on accompanying paperwork. Include chain of custody form, if required.
3. Name and address for reporting, and for billing (if different).
4. Telephone number and contact name, in case we have questions.
5. Any special or additional instructions, requested turnaround time, other contacts to receive results, etc.

NON-ROUTINE ANALYSES - Some infrequently requested analyses listed may require setup fees. For analyses not listed in our fee schedules, samples are accepted subject to prior approval of the manager of the appropriate technical department.

TURNAROUND TIME (TAT) - Our goal is to meet your TAT needs. Unless you indicate otherwise, our target TAT will be 10 business days or less for most routine analyses listed in our fee schedule. TATs are based on business date of receipt of sample at the laboratory. Any sample received after 4 p.m. will be assigned the next business day as receipt date. **"RUSH"** analyses are available at 50% surcharge above list fee. **"EMERGENCY"** (24 to 48 hr or as soon as method allows) TAT *may be available* (depending on test needed) at a 100% surcharge over list fee. **"RUSH"** and **"EMERGENCY"** service must have prior approval of the manager of the technical department responsible for the analysis.

RECHECK ANALYSIS POLICY - If a client-requested recheck confirms original results, the client is charged for additional analysis. If recheck results do not confirm original results, the client is not charged for recheck analyses.

PAYMENT TERMS - If credit has not been established with us, payment in advance is required by cash, Mastercard / VISA, or certified check. For clients with credit approved by our company, terms are net 30 days from date of invoice for completed work. An interest charge of 1% per month applies to all overdue balances. **A \$25.00 charge will apply to all returned checks.** *Non-transfer clause: The client cannot transfer or assign the account relationship without the written consent of Southern Testing & Research Division of Microbac Laboratories, Inc.*

FEES and DISCOUNTS - Fees listed in our Fee Schedules are based on current costs of performing analyses and may be changed without prior notice, except where bound by contract. List Fees apply unless Discount Fees apply. Discounts may be offered based on the guaranteed work volume on a project by project, or annual contract basis. All discounts from standard fee schedules are given subject to compliance with our standard payment terms. Discounts are automatically rescinded as invoices become past due, unless other arrangements are made in advance.

SAMPLE PICKUP SERVICE - A sample pickup fee of \$20.00 per stop (10 minutes or less) is charged when we pick up samples on our regularly scheduled routes. Sample pick up, on weekdays other than our scheduled routes, is available for a small additional charge, provided at least 24 hour notice is given prior to date of requested pickup. If a sample pickup is requested that is not on a regular route, we can arrange for a drop/pickup site at one of our regularly scheduled stops. If a meeting site cannot be arranged we can provide pickup based on Time (\$50.00/hour) and Mileage (\$0.50/mile).

SAMPLE RETENTION - Unless prior arrangements are made, any portion of samples not used for analyses will be held by the laboratory after reporting analysis results, and then properly disposed of, according to the following schedule:

Potable waterDiscarded same day analyzed	Food/Perishables----7 days
Wastewater/Sludge...10 days	All other samples....30 days

Any samples suspected of being hazardous will be returned to the client at his/her expense (shipping cost). Alternatively, we can arrange for proper disposal of hazardous samples for a fee. Clients may request that non-hazardous samples be returned at his/her expense if so desired. The client retains ownership of all samples submitted to Southern Testing & Research Division for analysis. If Data Retention requirements are greater than 5 years arrangements must be made with Southern Testing & Research Division of Microbac Laboratories, Inc.

CONFIDENTIALITY - All work will be performed in strict confidence. Results are released only to the client or his/her designated agent. Confidentiality agreements will gladly be provided and executed upon request.

WARRANTY AND LIMITS OF LIABILITY - Our warranty is limited to the accuracy of analyses of samples as received. We assume no responsibility for the purposes for which the client uses the test results, nor liability for any other warranties, expressed or implied, including warranties of fitness for a particular purpose or for merchantability made by the client. These terms and conditions shall supersede any conflicting terms and conditions stated on any purchase order, or other order of work submitted by the client.

ADDITIONAL FEES AND LEGAL CASES - By submitting samples for analysis, the Client agrees that our analysis fees do not include the cost of any additional or incidental services that may become associated with the analytical results, such as but not limited to interpretation of results to the client or a third party, or participation in any legal case, including records retrieval and reproduction, attorney's fees, or depositions or court testimony by any Southern Testing & Research Division of Microbac Laboratories, Inc. employee. All such additional costs will be billed separately to, or paid in advance by, the client or his/her designated representative, at the sole discretion of Southern Testing & Research Division of Microbac Laboratories, Inc., at the time additional services or requested. Transportation and Accommodations fees are currently \$3,200/day (24 hour day).