



## **Terms and Conditions**

The terms and conditions set forth below constitute the entire agreement between Environmental Laboratory Network, Inc. ("ELN") and the ("Client") with respect to the ELN professional services, unless otherwise agreed to in writing by an authorized representative of ELN. If the Client is an existing client of the ELN, this Agreement confirms and memorializes an agreement that ELN and Client have had since ELN first commenced providing services to Client. In the event that Client issues any form of order to ELN authorizing the purchase of ELN professional services, it is agreed that such order is issued exclusively for the purpose of confirming Client's purchase of the specified service(s) and the price(s) thereof and that no other terms and conditions specified or preprinted on Client's order shall add to or modify the terms and conditions of this Agreement, nor shall such order terms and conditions affect either party's responsibility to the other party as set forth herein. Receipt by the ELN of a Client purchase order or other written or oral authorization shall constitute acceptance of ELN's offer as specified in a valid bid, subject solely to the terms of these standard terms and conditions of sale. The ELN reserves the right to reject any order.

### **Service Terms**

The ELN agrees to provide, and the Client agrees to pay for the services requested in the Chain-of-Custody document (the "Services") and at the rates or for the sum set out in the ELN's current General Price List or Bid. The Services are provided at the Client's request and the Client accepts that it is responsible for ensuring that the Services are suitable for its own needs. If Client cancels mutually confirmed Services after submittal to the laboratory, then Client shall pay a cancellation fee equal to 50% of the amount of the applicable pricing for Services or the actual amount expended by Environmental Laboratory Network, Inc. resulting from such cancellation, whichever is greater.

Sampling kits and containers are available to the Client for the sampling event and are included in the service price. Bottle kits and containers that are not returned to the laboratory for analysis within 30 days of the date of pickup will be billed for the price of the corresponding analysis. Any unpaid balance must be paid prior to releasing sample kits and containers. Large quantities must be accompanied by a retainer payment.

### **Client Obligations**

Payment is due within 7 days of the invoice delivery for completed services. The rates are exclusive of any tax that shall be payable by the Client at the rate and in the manner prescribed by law. The client agrees to pay invoices according to these Terms & Conditions. Past due invoices accrue interest charges from the date the invoice became past due at the lesser of 10% or the legal rate. Client shall provide ELN with all information reasonably required to ensure quality of services and shall make available such of its own appropriately qualified staff as may be reasonably required to assist the ELN with the performance of the Services.

Applicable expenses, including environmental disposal costs, are included in the service price, unless otherwise agreed in advance of the service performance. Additional tests, evaluations, or inspections that may be required due to findings of noncompliance are not included in the stated fees and are billed separately. Services may be discontinued at any time by either party; however, fees for subcontracted work spent by ELN may still be invoiced and shall be payable by the Client. Except for microbiological analyses, test samples will be retained by ELN for 7 days after testing has concluded, prior to disposal, unless a shorter period is agreed to by the Client. Longer storage periods may incur an additional storage fee. Microbiological samples will be disposed of upon completion of the analysis.

### **Confidentiality**

All ELN files are considered proprietary, and any information therein will not be released to anyone other than the Client without the prior written consent of the Client or pursuant to a subpoena issued by a court or other agency having legal jurisdiction.

### **Subcontracting**

ELN's accreditation requires the disclosure of all tests that will be subcontracted to another laboratory. Subcontracted tests will be clearly identified in the quote. In the event of cancellation or termination of subcontracted services, the client will be responsible for payment of all fees charged by the subcontracted laboratory.

### **Suspension or Termination of Services**

ELN reserves the right to refuse to test products/materials or terminate any test at any point in which the safety of the lab, equipment or personnel are at risk.

### **Liability**

The maximum aggregate liability of ELN in any way arising out of services provided in connection with this agreement, in contract or in tort, including negligence, strict liability, or on any other basis shall not exceed the fees paid to ELN under this agreement. Reports are issued on the basis of information, documents and/or samples provided by, or on behalf of, the Client and solely for the benefit of the Client who is responsible for acting as it sees fit on the basis of such reports. Neither ELN nor any of its officers, employees, agents or subcontractors shall be liable to the Client nor any third party for any actions taken or not taken on the basis of such reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to ELN. It must be understood that no guarantee or warranty is expressed or implied, nor responsibility assumed.

### **Litigation**

If the testing program is being conducted for litigation or dispute resolution, please advise in writing as additional services and considerations may need to be addressed.