



## TERMS AND CONDITIONS

Access Analytical, Inc. (Access) agrees to have performed professional laboratory services (“Services”) for client in accordance with the terms and conditions set forth below, unless otherwise represented in Access’s written quote for the project. Submission of samples constitutes acceptance of these terms and conditions.

**PAYMENT TERMS:** Payment terms are net 30 days unless other written agreements have been made between Access and the CLIENT. Should the payment period be exceeded, Access may suspend work under this agreement at any time in the event CLIENT fails to make timely payment of its invoices. Access reserves the right to charge interest at the rate of 1.5% per month on all overdue balances. Payment in advance is required if credit has not been established or if payment terms have not been met. Access further reserves the right to withhold laboratory results on accounts with past due balances or if established credit limits are exceeded.

**CHAIN OF CUSTODY RECORDS:** This Chain of Custody (COC) is not deemed to be a work order. Any changes to scheduling or the scope of work must be formally authorized by the CLIENT or their agent and agreed upon by Access. Changes in sampling/shipping arrival schedule or other aspects of the scope of work or misrepresentation of sample matrix/complexity or number of samples to be submitted may result in Access not meeting the original quoted performance criteria. Discrepancies between the COC or other documentation and the original scope of work require that submitted samples be placed on hold until such time as the discrepancies are resolved. Performance failures due to scheduling, representation or discrepancy issues on the part of the CLIENT or their agent relieve Access of all liabilities for failure to perform to the original quoted performance specifications.

**CONFIDENTIALITY:** All work will be performed in strict confidence. Results are released only to the CLIENT or their designated agent. Access must receive a written request from the CLIENT to release data to an independent third party.

**WARRANTY AND LIMITS OF LIABILITY:** Our warranty is limited to the accuracy of the analysis 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, express or implied, including warranties of the fitness for 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. To the maximum extent permitted by law, our liability for damages will not exceed the compensation received by Access Analytical, Inc. under the project agreement.

**SEVERABILITY AND SURVIVAL:** If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this agreement for any cause.

**HAZARDOUS WASTES:** Access Analytical reserves the right to return any sample determined to be hazardous, acutely toxic, or radioactive. It will be the client’s responsibility to dispose of these samples in accordance with federal regulations.

**SAMPLE PRESERVATION AND HOLDING TIMES:** Samples are expected to be field preserved in accordance with applicable methods requested. If improperly preserved, Access Analytical will not assume responsibility for holding time compliance or data quality. If samples are received at lab via direct shipment from client and out of holding time when received the laboratory assumes that client wishes to have samples analyzed regardless and will proceed with analysis unless notified in writing by client.

**LITIGATION:** All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by Access Analytical or its subcontractors, in connection of work performed for that client shall be paid by that client. These costs may include, but are not limited to, hourly charges for persons involved in responding to subpoenas, travel and accommodations, mileage, attorney’s preparation of testifier and advice of counsel in connection with response to subpoenas, and other expenses associated with such litigation.

**AUTHORIZATION TO PROCEED:** Execution of this Agreement and Chain of Custody by the CLIENT will be authorization for Access to proceed with the laboratory work.