



## UNITED ANALYTICAL SERVICES, INC.

1429 Centre Circle Drive / Downers Grove, IL. 60515

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### TERMS & CONDITIONS

1. Submission of samples to United Analytical Services, Inc. (“UAS”) constitutes full acceptance of these terms and conditions unless otherwise agreed to by both parties in writing. For each Chain-of-Custody Document (COC), Client will either provide UAS with the exact method references for analysis or will identify the regulations under which analyses are to be prepared. When exact methods are not specified, Client agrees to hold UAS harmless from all claims, damages and expenses arising from UAS's discretion. Tests and observations will be conducted using test methods as specified in the accepted COC. If the Client directs UAS to modify standard or recommended procedures, Client agrees to hold UAS harmless from all claims, damages and expenses arising out of UAS' compliance with Client's direction.
2. UAS reserves the right to subcontract any portion of the services. UAS will notify Client in writing prior to the subcontracting of any portion of the services. UAS reserves the right to seek reimbursement for the subcontractors' fees or charges incurred in connection with the project.
3. UAS will furnish one electronic copy of each final report to Client. UAS will retain analytical data and reports for three years after final report date. UAS will agree to provide reports for Client's use only for the purposes disclosed to UAS at the time of contracting. Reports may not be reproduced, except in full, without the prior written approval of UAS.
4. Turn around Time (TAT) for routine samples is measured in working days and does not include weekends or holidays. TAT Calculations begins the day of acceptable receipt in the laboratory, after resolution of any discrepancies or changes to the scope of work. UAS will make every reasonable effort to meet requested TAT. Acceptance of samples from Client does not constitute a Guarantee that results will be available within the TAT requested. Surcharges will apply to rush orders. In those instances when samples submitted for rush TAT exhibit unexpectedly high concentration of contaminants which may require UAS more time to comply with QC requirements, the analysis requested may not be reported within the TAT requested. Rush surcharges would still apply in these instances.
5. In order to meet method preparation times and TAT, samples shall be submitted to UAS immediately after collection. Same day or 24 hour TAT's may not be applicable to some analyses.
6. Client shall notify UAS as to any samples that are suspected of containing hazardous substances. Under no circumstances will UAS accept delivery of samples containing levels of radioactivity. Regardless of a prior acceptance, UAS reserves the right to refuse acceptance or revoke acceptance of any samples.
7. Samples submitted for regulatory compliance purposes must be (1) accompanied by complete documentation, which shall include, sample identification, the location, date and time of collection, collector's name, sample type and any special remarks concerning the sample; (2) be properly labeled with durable labels and the use of indelible markings' (3) contain a unique identification of the sample and each sample container that can be traced back to field sampling records; (4) be of adequate size or volume to perform the necessary analyses. If UAS is required to contact Client regarding a sample that does not comply with this Sample Acceptance Policy (SAP), or if the COC is not completed, a Documentation Preparation Fee may be assessed for each occurrence. Data from any samples which do not meet the SAP will be qualified in an unambiguous manner clearly defining the nature and substance of the variation.

**8.** UAS will retain samples for 90 days following the receipt. Following the retention period UAS will dispose of or return samples to Client at Client's request/expense. Any samples for work that is canceled or not accepted will be returned to Client at Client's request and expense. A Sample Disposal Fee may be assessed.

**9.** UAS will notify Client promptly if UAS identifies activity that UAS regards as a change of scope of the work, for which UAS may seek an equitable adjustment of UAS's compensation. Client shall respond to such notice promptly. Until agreement is reached concerning the proposed change, UAS may regard the situation as a suspension directed by Client. If Client cancels the work, Client will be invoiced for all work performed prior to the receipt of a change in scope of work indicated on an Approval Form and as appropriate. If Client submits samples are placed on hold and never analyzed, a fee of \$10.00 per held sample will be assessed.

**10.** Client agrees to pay for services as stated in UAS's price quotation or according to UAS's then current fee schedule if there is no other written agreement as to price. Client agrees to pay invoices within 30 days of Invoice date. Client agrees to pay interest on unpaid balances beginning 31 days after Invoice date at the rate of 1.5% per month. Client agrees to compensate UAS for UAS's services and expenses, including attorney and collection fees, if UAS is required to respond to legal process related to UAS's services for Client.

**11.** If Client does not pay for UAS's services as agreed; Client agrees that UAS may withhold all work products not yet delivered to Client and that any discounts offered will become null and void. Work products will only be released upon full payment of past due invoices at list price. Client also agrees UAS's work will not be used by Client for any purpose whatsoever unless it is paid for in full in accordance herewith.

**12.** UAS will not be liable to Client for special, incidental, consequential or punitive losses or damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, or the cost of capital. UAS will have no liability to Client for nonperformance caused in whole or in part by causes beyond UAS's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest, war, labor unrest/strikes, power/equipment failures, analytical method limitations, matrix interferences, acts of authorities, and failures of subcontractors or vendors that could not be reasonably anticipated.

**13.** The total liability of UAS, its employees offices, agents subcontractors and successors in interest for laboratory services is limited to the cost of the services provided. This clause supersedes all clauses contained in any Client purchase order or contract written or implied.

**14.** If it is claimed by Client or a third party that UAS did not complete an acceptable analysis, under no circumstances may Client or third party deny UAS's right to independently defend itself in any Court of Law and gain acceptance for UAS's data.

**15.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, but excluding disputes regarding delinquent invoices, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, UAS shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by UAS and Client within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. The costs of the mediation shall be equally shared by the Client and UAS.