



Terms and Conditions:

When Client requests analytical or other services from Teklab, Inc. (hereafter referred to as Teklab) the terms and conditions set forth in this agreement shall prevail. Requests for services may be in the form of a purchase order, electronic order, telephonic order or verbal order. Client's act of sample delivery or shipment to Teklab accompanied by a properly signed Chain of Custody shall constitute acceptance by Client to do business with Teklab under the terms and conditions of this agreement. Any conflicting and/or preprinted terms and conditions of any Client request/purchase order are null and void. Any third party agreements between Client and another party are in no way to be incorporated into this agreement unless agreed to in writing by Teklab and Client. This agreement may be amended only by written agreement between Teklab and Client.

Pricing:

Fees for analysis or other services requested by Client shall be the current Teklab listed pricing schedule unless otherwise agreed to by Teklab and Client. Other pricing agreements may be in the form of a Teklab pricing quote. Teklab reserves the right to charge additional fees for expedited analytical results when Client requests expedited results, as determined by Teklab. No discounted pricing shall be accepted for analytical results which take longer than the initially agreed upon time frame, unless specifically agreed to by Teklab and Client. Teklab reserves the right to change its listed pricing without notification.

Quality Assurance/Quality Control:

Teklab shall perform its services in a manner consistent with the Teklab Quality Assurance/Quality Control (QA/QC) manual and Teklab's Standard Operating Procedures (SOP's) in effect at the time of the agreement. It is the responsibility of Client to ensure that Teklab's QA/QC manual and SOP's conform to Client's specific requirements. Teklab reserves the right to deviate from its QA/QC manual and/or SOP's provided that the deviations are consistent with generally accepted industry practices and are deemed necessary, by Teklab personnel. In the event that Client desires deviations from the Teklab QA/QC manual or SOP's Client must submit the request in writing prior to submission of samples to Teklab. It is the responsibility of Client to submit any project or permit specific required methodologies, reporting limits or other information prior to the submission of samples to Teklab.

Sample Acceptance:

Teklab reserves the right to refuse acceptance of samples or return previously accepted samples to Client when such action is deemed warranted by the Teklab laboratory director or his/her representative. It is the responsibility of Client to inform Teklab, prior to sample submission, when samples are known to be involved with litigation or known to be hazardous. Client shall submit all samples either through personal delivery, via a courier (such as the U.S. Mail, UPS, Federal Express, etc.) or through submission to a Teklab employee at a location other than the facility located at 5445 Horseshoe Lake Road. A properly completed Chain of Custody must accompany all samples.

It is the responsibility of Client to ensure that all samples are collected in accordance with generally accepted sampling protocols or site specific sampling requirements. It is the responsibility of Client to ensure that all samples are shipped or transported in a manner consistent with all federal, state or local laws. The risk of loss or damage to any sample shall remain with Client until Teklab sample acceptance is complete. Sample acceptance shall be completed once Teklab personnel have signed the properly completed Chain of Custody that accompanied the samples. It is the responsibility of Client to ensure that all samples are received with an adequate amount of time for Teklab to perform analysis within the applicable holding times, as specified in the Teklab QA/QC manual. Samples with holding times of seven days or greater must be received with, at least, four days of holding time remaining. Samples with holding times less than seven days must be received with, at least, one half of the holding time still remaining. Teklab reserves the right to charge and Client agrees to pay additional fees for samples received with less than the above stated holding times remaining. Go here for a full description of our sample acceptance policy.

Resampling:

In the event that resampling is required, for whatever reason, Teklab in no way accepts responsibility for fees associated with the resampling. Teklab may assume all or a portion of the resampling costs if agreed to in writing by Teklab and Client, such fees will be determined and agreement made prior to the initiation of the resampling event. The fees, which Teklab may agree to pay, shall be the lesser of the actual sampling fees or the total amount paid by Client for work covered under this agreement.

Re-analysis:

In the event that re-analysis is requested by Client, Client agrees to pay Teklab fees equivalent to those already agreed upon or the Teklab list price, plus any applicable surcharge for expedited analytical results.

Sample Retention:

Samples are routinely retained for 30 days after sample acceptance is complete. Samples may be returned to Client, at no cost to Teklab, if so requested or if deemed appropriate by the Teklab laboratory director or his/her representative. Longer sample retention times may be possible, if requested by Client and agreed to by Teklab. Client agrees to pay Teklab an additional fee of \$40.00 per month per sample when samples are to be retained for a period longer than the time period indicated above. Sample retention times shall be calculated from the date of sample acceptance by Teklab and shall be rounded into whole months with sample storage during any one day of the month constituting a charge for storage during the entire month.

Subcontracting:

Teklab reserves the right to subcontract any or all portions of the services it provides. Subcontracting will occur in a manner consistent with the Teklab QA/QC manual and/or SOP's.

Reports and Data:

Teklab maintains copies of reports and data for the time period and in the manner specified in its QA/QC manual and/or applicable SOP's in effect at the time of sample acceptance. Additional copies of analytical reports and/or analytical data, including QA/QC data, pertaining to Client's samples may be obtained, prior to data destruction, for additional fees, as deemed appropriate by Teklab.

Indemnification:

Client shall indemnify and hold harmless Teklab and its respective owners, officers, directors and employees individually and jointly from and against any and all causes of action, claims, injuries, lawsuits, demands, judgments, damages, losses, liabilities, fines, penalties, expenses and other charges directly or indirectly arising from or related to:

- (a) the negligent actions, omissions or willful misconduct of Client;
- (b) Client's breach of its warranties or obligations under this agreement;
- (c) Teklab's performance of services, provided, however that the foregoing indemnification shall not apply to the extent any damages are caused solely by the gross negligence or willful misconduct of Teklab. In any event, Teklab's liability will be limited to the lesser of (a) actual damages or (b) the amount of compensation paid to Teklab for services under this agreement.

Payment:

Client agrees to remit payment to Teklab within 30 days of receipt of invoice. If Client defaults in punctual payment, all past due amounts will bear interest at the rate of eighteen percent (18%) per annum or the highest permitted by law, whichever is lesser, and customer shall reimburse Teklab for all costs of collection incurred, including (without limitation) reasonable attorney fees. Acceptance of payment by Teklab in no way constitutes a waiver of Teklab's rights or claims that Teklab may have against Client.

Termination:

Either Client or Teklab may terminate this agreement by sending written Notice of Termination. Upon termination, Client shall be invoiced for services performed and charges incurred prior to termination.

Miscellaneous:

- (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain acceptable Quality Control results, and the affected party shall be excused from performance during the occurrence of such events;
- (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns;
- (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, whether written or oral, that may exist between the parties;
- (d) This Agreement shall be construed in accordance with the law of the state of Illinois; and
- (e) All written notification required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event Teklab successfully enforces its rights against Client hereunder, Client shall be required to pay Teklab's attorneys' fees and court costs.