

TERMS AND CONDITIONS

Accreditation: CASSEN Testing Laboratories (CASSEN) is accredited by the American Industrial Hygiene Association Laboratory Accreditation Program LLC. (AIHA-LAP, LLC) in the Industrial Hygiene Lab Accreditation Program (IHLAP) as documented by the Scope of Accreditation Certificate. AIHA accreditation complies with the ISO/IEC Standard 17025 requirements.

Blanks: For quantitative analysis, one field blank must be submitted in accordance with the accreditation requirement. If a field blank sample is not received, CASSEN will add a blank which will be charged to the client. Field blank analysis is charged at the same rate as sample analysis unless otherwise specified or for Full Open Characterization which is half the price.

Confidentiality: Laboratory reports and results are strictly confidential and will only be provided to the client's addresses specified on the COC form submitted with the samples or as directed by the client, in writing, to a different company representative.

Data Retention: Raw data, such as chromatograms and instrument printouts are retained for three years after issuance of the report. Laboratory reports are retained for five years unless otherwise specified by client in writing.

Desorption Efficiency: Extra sampling media from the same lot should be submitted with samples for the determination of desorption efficiency (DE). If the media are not submitted, CASSEN will report DE results using its own media. For non-routine analysis, a charge will apply to the DE media.

Discount Policy: When more than one analyte is required for the same analysis of the same sample, a reduced rate is available for the majority of the analytes identified in the Fee Schedule. When more than 15 samples are submitted for identical analysis, a 10 percent volume discount will be applied to the analytical fee.

Limitation of Liability: It is understood and agreed that the services provided by CASSEN Testing Laboratories hereunder are analysis services only and the rates established herein are based solely on the cost of service and, in the case of failure to perform such service and a resulting loss, CASSEN Testing Laboratories' liability hereunder, if any, shall be limited to a sum equal to the total amount paid by the client for such testing services which sum shall be paid and received as liquidated damages whether such loss arises by reason of the failure of CASSEN Testing Laboratories to perform any services under the agreement or by reason of any negligence or want of skill on the part of CASSEN Testing Laboratories, its servants, agents, or for any other reason whatsoever against CASSEN Testing Laboratories with respect to loss.

Indemnification: The client shall indemnify, defend, and hold harmless CASSEN Testing Laboratories and its affiliated corporations, employees, officers, directors, agents and assigns, from and against any and all claims, causes of action, demands, losses, costs and expenses, liabilities, damages, settlements or judgments of any nature, including without limitation those related to the defence or investigation thereof and all lawyer fees incurred, which are attributable or connected to errors and emissions, negligence, wrongful conduct of the client, its employees, or agents.

Warranty: Any analysis performed by CASSEN pertains only to the samples as received. The representative nature of the sample is the sole responsibility of the sender. Except as stated above, CASSEN makes no representation or warranty, expressed or implied, for laboratory services. CASSEN provides interpretation for Open Characterization analysis; however, the interpretation is based solely on the results of sample analysis such as the VOC pattern. It is provided to aid the sender in tracking the source(s) of the problem at the sampling site and should be used with discretion. CASSEN assumes no legal responsibility or liability for the manner in which the results are used as well as the quality of samples submitted to the laboratory.

Independent Contractor: CASSEN is acting as an independent contractor and neither CASSEN nor any of its employees or agents will be considered as employees of the client.

Payment Terms: A purchase order or credit card information should be submitted before analysis for the first order of a new client. Payment terms are net 30 days for invoices. CASSEN reserves the right to apply a monthly charge of 1.5 percent of the unpaid balance after 30 days. Payment by either VISA or MasterCard is accepted. Some analyses require a three (3) sample minimum fee to cover the cost of method setup. A minimum lab fee of \$150 applies.

Sample Disposal: Samples remaining after analysis will be discarded 30 days after the issuance of the report, unless otherwise specified by client in writing. Prepared samples will be discarded 10 days after reporting. CASSEN reserves the right to return hazardous samples to the clients for disposal at clients' own expense.

Technical Guide and Information: The technical information in this guide has been reviewed and provided for reference purposes only. Although CASSEN believes this information is to be correct, it assumes no responsibility for errors and omissions in the content. The procedures and methods used will be subject to change without notice. Please check with a customer service representative for any updated information.

Turnaround Time (TAT): It is CASSEN's objective to meet the turnaround time requirements of our clients. Please mark the TAT requirement on the COC form. Normal TAT is five working days for routine analyses. Open characterization, non-routine analyses and large volume analysis require longer TAT. Please speak to CASSEN's Customer Service Department to confirm availability for the requested rush analysis or non-routine analysis. The following rush charges will be added to the regular analytical fee:

Routine Analysis

TAT	Rush TAT Surcharge
Same Day*	200%
24 hours	100%
48 hours	75%
72 hours	50%
96 hours	25%

*Samples are to be received by 9:00 AM or negotiated with a manager

Please note that TAT is calculated based on the date that the samples and COC are received by the laboratory (as Day 0). Days are based on normal working days; holidays and weekends are excluded. Usually, non-routine analysis may require a longer TAT.