

# TERMS AND CONDITIONS

Hello there! Thank you for your interest in our services. Please see below for our Terms and Conditions. If you have any questions, please do not hesitate to give us a call.

## Sample Submission

**MINIMUM SUBMISSION:** A minimum lab fee of \$150 (excluding sampling media and equipment) and a minimum submission of 2 samples & 1 field blank apply for all sample submissions for quantitative analysis.

Samples submitted after 3PM will be considered next day's samples.

**BLANKS:** One field blank must be submitted in accordance to our AIHA accreditation requirement. If no field blank is received, CASSEN will add a blank at the expense of the client. Field Blank analysis is charged at the same rate as samples, unless otherwise stated.

**DESORPTION EFFICIENCY (DE):** If the submitted sampling media was not provided by CASSEN or is not a type of media that CASSEN provides, the client is asked to send in extra media to determine the DE. If extra media is not provided, the DE is calculated using CASSEN media. Additional charges apply for DE determination for non-routine analysis.

**SAMPLE DISPOSAL:** Samples are held for 30 days after the issuance of the analytical report, unless otherwise specified by the client in writing. Retention of samples will be charged at a specific rate based on a contract with the clients. Prepared samples will be discarded 10 days after reporting. CASSEN reserves the right to return hazardous samples to clients for disposal at their own expense.

## Results

**CONFIDENTIALITY:** All laboratory reports and results are strictly confidential, and will only be released to the client as per the specified address on the submitted chain of custody (COC) or as otherwise directed by the client in writing.

**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.

**TURNAROUND TIME (TAT):** It is CASSEN's objective to meet the TAT requirements of our clients. Normal TAT is 5 business days for routine analysis. Open characterization, non-routine analyses, and large volume analysis require longer TAT. Please contact us for the availability of non-routine analysis. The following rush charges will be added to the regular analytical fee:

### Rush TAT & Surcharges – Air/Wipe Samples (Industrial Hygiene)

RUSH TAT OPTION	SURCHARGE
8-Hour (same-day)*	200%
24-Hour	100%
48-Hour	75%
72-Hour	50%
96-Hour	25%

### Rush TAT & Surcharges – Open Characterization with Interpretation

RUSH TAT OPTION	SURCHARGE
8-Hour (same-day)*	200%
24-Hour	150%
48-Hour	100%
72-Hour	75%
96-Hour	50%
5-Day	35%
6-Day	25%
7-Day	10%

### Rush TAT & Surcharges - BULK SAMPLES

RUSH TAT OPTION	SURCHARGE
24-Hour	150%
48-Hour	100%
72-Hour	75%
96-Hour	50%
5-Day	35%
6-Day	25%
7-Day	10%

#### Please note:

- The number of samples will determine what rush option is possible.
- Samples that arrive after 3 p.m. will be submitted the following business day
- Samples for same-day rush TAT need to arrive by 9:00 a.m.\*
- Please provide as much advance notice as possible for any rush service requests to confirm availability;
- Please note that the 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.

## Pricing/Payment

**PRICING:** Prices are in Canadian Dollars and do not include HST or other applicable taxes. Prices are subject to change without notice. Shipping and handling fees are not included.

**SAMPLING MEDIA:** For some analysis costs, the prices include sampling media. Sampling media not submitted for analysis will be billed as per the current media pricing.

**DISCOUNT POLICY:** When more than one analyte is required for the same analysis of the same sample, a reduced rate is available for majority of the analytes. When more than 15 samples are submitted at the same time for an identical analysis, a 10 percent volume discount will be applied to the analytical fee. Please note that this volume discount does not apply to all packages and parameters, contact CASSEN for analyte-specific discounts.

**PAYMENT POLICY:** For new clients, a credit card information should be submitted before the analysis of the first work order. Payment terms are net 30 days for invoices with a purchase order. 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.

## Disclaimer

**TECHNICAL GUIDE AND INFORMATION:** The technical information in this guide has been reviewed and provided for reference purposes only. Although CASSEN believes this information 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.

## Legal Terms

**LIMIT OF LIABILITY:** It is understood and agreed that the services provided by CASSEN Testing Laboratories hereunder are analytical services only and the rates established herein are based solely on the cost of service. 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. Such a 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 defense 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.