

Standard Terms & Conditions

General Information

The pricing listed in this schedule is based on standard TAT, normally 5-7 business days. Unless specified in a *Sub-Contract Agreement*, all pricing is subject to change. Submission of samples to the laboratory indicates the acceptance of these terms unless a separate signed/executed contract with the laboratory is in existence.

Turnaround Time

Turnaround time (TAT) is defined as the time elapsing from validated time of sample receipt to the issuance of the report via any means. RUSH turnaround is available (requires pre-approval) with the following surcharges:

- | | |
|-----------------------------------|------------------------------|
| <input type="checkbox"/> Same Day | 300% - Not available for all |
| <input type="checkbox"/> Next Day | 100% - Not available for all |
| <input type="checkbox"/> 2-Day | 75% - Not available for all |
| <input type="checkbox"/> 3-Day | 50% - Not available for all |

Standard TAT can vary, but normally is 5-7 business days, M-F.

Turnaround time for samples received after 15:00 will begin on the next business day. Turnaround time for samples received on Saturday will begin on the next business day.

Please have RUSH TAT requests approved by the laboratory prior to sample receipt in order to ensure that the expected TAT can be met. When a group of samples arrives at the laboratory exceeding 20 samples, the above TATs may not be achievable. Please confirm with the laboratory to ensure that expected TATs can be met.

The minimum charge for any RUSH sample is \$50.

RUSH Policy

Samples that arrive for RUSH TAT (i.e. Next Day, 2-Day....) are given priority over all other samples in the laboratory. The goal of the laboratory is to provide results as soon as possible on the working day that the results are due. There will be times when the lab will work beyond the standard close of business in order to ensure that results will be provided on the date due and will be billed at the RUSH rate.

RUSH work may also require that final data be released with qualifiers and/or a Case Narrative due to the fact that additional corrective action (i.e. re-analysis) cannot be completed within the required TAT. Additional confirmation analyses may be conducted at the discretion of the laboratory; however, initial qualified data will be billed at the RUSH rate assuming that the qualified data was provided on the date promised.

Waste Minimization Policy

All laboratory waste, including samples, is disposed of according to federal and state regulations. We require that samples be submitted in approved containers in the amounts specified by the laboratory. ***Samples arriving in excess of these requirements may be subject to a additional charges for sample disposal.***

Submitting Samples (Sample Acceptance Policy)

Shipping charges for samples/coolers shipped to the laboratory are at the cost of the client. In certain situations or as part of a contract/scope of work, the laboratory may agree to pay shipping charges. In this instance, shipping charges will be paid only when an approved company shipping company is used and the client MUST use the laboratory's account number to ensure that laboratory rates are used. The laboratory will not reimburse shipping charges for unauthorized shipments.

It is Waypoint's policy that all samples that arrive at the laboratory must be accompanied by a chain-of-custody record. Waypoint will provide sampling kits for all projects contracted to Waypoint at no additional charge.

Waypoint will ship sample kits to the client (office or site) by GROUND deliver at *no additional charge*. Any expedited shipping service (Next Day/Priority) will be billed to the client. The client will be responsible for the return shipment to the laboratory unless other arrangements are agreed upon.

A complete review of all samples received by the laboratory is conducted to ensure that all appropriate sampling protocols have been met. Samples submitted to the laboratory need to have complete and full documentation. At a minimum, the following information must be provided with each set of samples:

- Sample identification
- Date and time of collection
 - A 24-hour format (military time) is preferred; otherwise AM or PM must be indicated.
- Collector's name
- Sample preservation (i.e. chemical, temperature...)
- Sample matrix (i.e. water, soil, sediment...)
- Special instructions if applicable (i.e. special reporting requirements, detection limits...)

Waypoint performs all analyses per approved EPA Methods. Each method requires specific sampling protocol to ensure the integrity of the sample upon arrival at the laboratory. The client will be notified upon receipt of any sample that violates sampling protocol. The client will be given the option to: 1) proceed with the analysis, 2) discontinue the analysis 3) request new sample kit to re-sample.

If the client chooses to proceed with the analysis, the final report will be accompanied by a Non-Conformance Report detailing the problems encountered.

If the client chooses to discontinue the analysis and re-sample, the current samples may be returned and a new sample kit issued. Please note that the client may incur additional charges for sample disposal and additional sample kits.

The exception to *Client Notification* listed above is for water samples analyzed for Volatile Organic Compounds. Due to the nature of this analysis and method requirements, the preservation of these samples can only be checked just prior to analysis. A Case Narrative and/or Non-Compliance Report will be generated for those water samples that do not meet the pH requirement. Non-Compliant samples analyzed under these conditions *will be billed* to the client.

Holding Times

Holding Time is defined as the maximum amount of time that can elapse between sample collection and sample extraction/analysis. Holding times are defined by the methods and/or 40 CFR. Samples can be analyzed by the laboratory outside these holding times with client approval. In these instances the holding time issue will be documented in the final report.

Waypoint cannot be responsible for ensuring that samples are extracted/analyzed within method specified Holding Times if the samples arrive at the laboratory within 48 hours of the expiration of that Holding Time. Waypoint always makes a *best effort* to ensure that Holding Times are not exceeded under these circumstances. Samples arriving with 48 hours of expiration of holding time may incur RUSH charges.

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Samples that arrive at Waypoint requested to be placed On Hold by the client are done so at the client's risk. It is the client's responsibility to notify Waypoint prior to 24 hours of the expiration of the Holding Time to proceed with any analysis. Waypoint always makes a *best effort* to monitor these samples and notify the client of Holding Time limitations. Samples released from hold that are approaching expiration of holding times may incur rush fees to complete the extraction/analysis.

Samples placed on hold and not analyzed may be subject to charges approximately 50% of the original analytical fee.

Difficult Sample Matrix

Sample matrices such as solvents, liquids, oils and multi-phase samples tend to be difficult and usually require special handling and/or additional effort in the laboratory. In some instances standard TAT will not be achieved for these samples and additional charges may be applied. These samples may be analyzed, re-analyzed and diluted multiple times to complete the requested methods and can cause instrument down-time or damage that jeopardizes turnaround time for other samples.

Samples of this nature are evaluated upon receipt. The laboratory reserves the right to assess additional sample handling and/or disposal charges in some instances.

Change Requests

Changes that are requested for work that has been received by Waypoint must be accompanied by a written request. E-mail and/or fax requests are acceptable.

Reports

Waypoint standard reporting limits apply to all samples received. Please inform the laboratory of any special reporting needs prior to the shipment of samples. This may require the use of alternate methods or method modifications which may incur additional charges.

If requested prior to sample receipt, a standard QC Package can be provided with the final report. Waypoint offers various QC Packages. Please contact Client Services for further information.

If a QC Package is requested after the final report has been issued, a surcharge to the original invoice (\$50.00 minimum charge) will be assessed.

Client Services

Client Service Representatives and Project Managers are available to each client to provide convenient, personal service.

Corporate Laboratory Location/Hours

Waypoint Analytical, Inc.
2790 Whitten Road
Memphis, TN 38133
(901)213-2400 (800)264-4522 Fax (901)213-2440

**Our hours of operation are Monday thru Friday
08:00-17:00 Central Time.**

**Samples are received 08:00-17:00 Monday-Friday and on
Saturday 08:00-12:00.**

Sample Holding and Disposal

Unless otherwise specified, samples will be held for approximately *30 days*. Excessive amounts of waste samples may be returned to the client for disposal or a disposal fee billed to the client.

Report/Data Storage

Analytical reports and data are maintained for a period of *5 years* or as required by regulatory agencies. All reports and data are archived using the Waypoint Order Number (eg. 9901-001). Please refer to this number when making inquiries.

Terms

All invoices are net *30 days*. Invoices are generated for each set of samples (Waypoint Order) received. Special invoicing arrangements can be made with prior approval from Waypoint. Please contact Client Services. Payments are accepted via cash, check, VISA, MasterCard and American Express. Samples arriving for RUSH TAT must be paid in advance (cash, check or credit card) for clients that do not have approved credit.

Authorization, either written or verbal, of Waypoint to perform any service shall be deemed full and unconditional acceptance of the terms and conditions set forth herein. A minimum charge for any service requiring a report is \$25.00. Prices and Services are subject to change without notice.

Liability

Waypoint's liability in any claim relating to analyses performed shall be limited to, at Waypoint's option, repeating the analysis in question at Waypoint's expense, or the refund of the charges paid for performance of said analysis. The client shall indemnify and hold harmless Waypoint from and against all costs, damages, liabilities and/or other claims of any nature, relating in any way to Waypoint's performance or failure to perform any services.

Indemnification

Waypoint agrees to indemnify, defend, and save clients, its officers, directors, employees, agents and representatives harmless from all losses, expenses, demands and claims made against clients, its offices, directors, employees, agents and representatives because of any personal injuries, death, or property damage to the extent caused by the negligence or willful misconduct of Waypoint, its employees, agents, or representatives in connection with the performance of services under this agreement, except to the extent such losses, expenses, demands, or claims occur as a result of the negligent or willful acts or omissions of client, its officers, directors, employees, agents, and representatives: however, such indemnification and demands shall, in the aggregate, be limited to an amount equal to the lesser of (a) damages suffered by client as the direct result thereof, or (b) the total amount paid by client for the work herein covered. Waypoint will, if requested by client, furnish certificates of insurance from its carriers evidencing appropriate insurance coverage.