

## TERMS & CONDITIONS

### 1. GENERAL

- The Fee Schedule in the HSEO Lab website includes prices for the most frequently requested environmental or industrial hygiene analyses performed by HSEO Lab. HSEO Lab can provide additional information on analyses not listed or other technical inquiries. The listed fees are subject to change without notice.
- Please note that certain types of analyses require a 3-sample minimum charge; this is to cover costs for method set up.
- Upon request HSEO Lab will supply (at cost plus shipping and handling charges) sampling media. All media is subject to availability and may require a minimum order. Unused sampling media cannot be returned for credit.
- HSEO Lab will retain residual sample as stated in the laboratory policy, after which the residual sample will be properly disposed of, unless a written agreement directing HSEO Lab otherwise has been established.

### 2. ANALYTICAL SERVICE ORDERS

- Requests for analytical services may be made by telephone, facsimile, e-mail, or in writing. The customer's authorized representative must confirm all requests for services in writing.
- Quotations are available, upon request, on a project or by job basis. All quotations are valid for a period of three months from the day of issue unless otherwise specified.
- HSEO Lab reserves the right to refuse to proceed with an analytical request if the customer fails to provide an acceptable written analysis request or to establish acceptable credit arrangements.
- Each field blank or field QC sample will be charged as a regular sample. Customers will not be charged for laboratory QC samples.
- The customer is required to submit a minimum of one field blank for each type of analysis requested in a given batch of samples. One use of a field blank is to detect potential contamination that may occur to your samples during shipment. Blanks are charged at applicable analytical fees.

### 3. SAMPLE RECEIPT AND PROCESSING

- The customer is responsible for the condition and custody of all samples prior to receipt, inspection, and acceptance by HSEO Lab.
- For microbiological analysis, the holding time and transit requirement are shown below. HSEO Lab shall be contacted for details. Insulated cool boxes are required for transporting samples to the laboratory. The temperature will be recorded upon sample receipt and will be shown in the official laboratory report as it affects the validity of the results.
  - HPC Analysis:
    - a) Drinking water for compliance purposes - maximum holding time is 8 hours from collection, samples are preferably hold at <10°C during transit
    - b) Non-potable water for compliance purposes - maximum holding time is 8 hours from collection, samples are hold at <10°C during a maximum transport of 6 hours
    - c) Other type of water for noncompliance purposes - maximum holding time is 24 hours from collection, samples are hold at <10°C during transit
  - Coliform and E. coli analyses: maximum holding time is 24 hours from sample collection
- HSEO Lab will use analytical methodologies which have been certified as compliant with requirements published or specified by APHA, USEPA, NIOSH, OSHA or other regulatory agencies. HSEO Lab reserves the right to interpret these methodologies when applying them to the analysis of customer's samples based on reasonable, professional judgment of HSEO Lab personnel and recognized standards of the industry.
- Industrial hygiene sample sets received by HSEO Lab may require the submittal of field blanks for compliance with NIOSH, OSHA and USEPA methodologies.
- HSEO Lab will employ a comprehensive Quality Assurance/Quality Control (QA/QC) program covering both sample preparation and analysis. This program includes: instrument calibration, the analysis of spiked samples, quality control samples, laboratory blanks, replicate analyses, comparison of QA/QC data with accepted limits, and monitoring of instrument performance.
- HSEO Lab performs Practical Quantitation Limits (PQL) studies annually. Projects in progress are subject to the most current PQL results.
- HSEO Lab uses QA/QC procedures which are consistent with current industry standards. It is the customer's responsibility to determine if the procedures meet the QA/QC requirement of his/her need.
- HSEO Lab reserves the right to refuse to proceed with the processing of any samples which is noncompliant with QA requirements of a requested regulatory analytical procedure. In such an event, the customer shall reimburse HSEO Lab any costs incurred prior to the analytical work halt.
- Should the QA/QC requirements of a requested regulatory method or procedure specify that a sample must be reanalyzed; any additional sample required for the reanalysis will be provided by the customer at the customer's expense. Any mandated or requested QA/QC reanalysis, which generates data consistent with original results, will be at the customer's expense.

### 4. TURNAROUND TIME

- Regular turnaround time is **20 working days**, at the listed price.
- Express service of 5 working days carries a surcharge of 100%. **Prior notification to confirm express service capacity is required by HSEO Lab.**
- Please note that the working day after the sample receipt day is considered as day 1. Sample backlog, or size and diversity of incoming batches may affect turnaround time. The laboratory will inform customers when these conditions occur, and will treat samples on a first come, first served basis.

### 5. VOLUME DISCOUNT

- Batch discounts (the number of samples for the sample analyte, on the same matrix, and submitted at the same time) can be offered by HSEO Lab.

Batch size (Single Submittal)	% Discount
≥ 10	5%
≥ 20	10 %
≥ 30	15 %

- Additional discount can be negotiated for long term or higher sample volume projects.

### 6. ANALYTICAL RESULTS

- When requested, HSEO Lab may release verbal, fax, email (.pdf) results in advance of written report of results. Such results are tentative and are subject to subsequent confirmation or modification during standard QA/QC review procedures.
- HSEO Lab will retain support documentation such as reports and raw data for analytical results for four years.

### 7. SERVICE OUTSIDE THE SCOPE OF WORK

- In the event the customer requests HSEO Lab to perform extraordinary services which are not included in the scope of work to which the parties agreed. HSEO reserves the right to invoice for the services performed at extra rate. Extraordinary services include, but are not limited to, the following:
  - a) Correcting customer errors.
  - b) Request for information or data not required by the scope of work.
  - c) Modification to deliverables not required by the scope of work.HSEO Lab shall not proceed with extraordinary services until receiving written authorization from the customer.

### 8. PAYMENT AND TERMS

- HSEO Lab requires payment for analytical services after sample analysis, unless other payment terms have been established.
- Payment is due thirty (30) days from HSEO Lab's invoice date. HSEO may change credit or payment terms at any time should customer's financial condition or previous payment record so warrant.
- HSEO Lab may discontinue service if customer fails to pay any sum due.

### 9. SAMPLE RETENTION

- All samples (except samples for airborne bacteria and fungal analysis) and inorganic sample extracts are retained for a period of thirty days after the issue of analytical report or up to the sample's maximum storage period, whichever is earlier.
- Organic sample extracts are retained for a period of one week after analysis.
- Airborne bacterial and fungal incubated plates are retained until an official full or partial report is issued to the client.

### 10. CONFIDENTIALITY

- All customer's information, obtained or created during the performance of laboratory activities such as test reports and other data shall be treated confidential and shall not be disclosed to third party except those already publicly available and unless there is an agreement between the laboratory and the customer.
- The laboratory shall be at liberty to disclose the testing-related documents anytime to any accrediting bodies for audit or other related purposes unless disagreed with by the customer in writing at the time of them submitting the applications.
- When the laboratory is required by law or authorized by contractual arrangement to release confidential information, the customer is, unless prohibited by law, notified of the information provided.
- Information about the customer obtained from sources other than the customer shall be kept confidential between the customer and the laboratory. The provider of the information shall not be disclosed to the customer unless agreed by the source.
- Personnel and individuals acting on the laboratory's behalf shall keep all information confidential, except required by law.
- All results are provided for the exclusive use of the customer. HSEO Lab accepts no responsibility or liability for the customer's use of such results.
- The laboratory shall ensure that test reports are kept confidential during report dispatching.