

## **TERMS AND CONDITIONS FOR LABORATORY SERVICES:**

1. **Authorization to Proceed.** Execution of this Agreement and Chain of Custody (hereafter COC) by the CLIENT shall authorize BASIC LAB to proceed with the requested Laboratory work and obligate the parties to otherwise perform consistent with this agreement for services. The COC must be accurately, fully, and legibly completed and signed before BASIC LAB may accept the project and begin the requested testing. Any changes or corrections to the COC after acceptance must be received in writing before they can be accepted by BASIC LAB.
2. **Turnaround Times (TATs).** All Turnaround Times and expected delivery dates are estimates, and do not constitute a guaranteed commitment by BASIC LAB. Missed TATs do not relieve the CLIENTS responsibility to pay for their results. Nevertheless, BASIC LAB shall make all reasonable efforts to meet these estimated deadlines, and shall not accept work projects for which it knows it cannot meet the CLIENTS requested turnaround time.
3. **Holding Times.** Samples received passed the established holding time shall not be analyzed without written consent from the CLIENT. (This does not include samples for testing methods with fifteen minute or "as soon as possible" holding times.) Samples held by the CLIENT and delivered to BASIC LAB with minimal holding time remaining may incur additional fees.
4. **Sample Disposal and Storage.** Disposal of hazardous waste samples is the responsibility of CLIENT, unless disposal agreements are made in advance. Hazardous waste samples must be picked up by the CLIENT 30-60 days after the submission of the analytical report, or if prearranged can be disposed of at a pre-negotiated price per sample. For large projects and upon special request, samples may be stored for longer than 30 days at a pre-negotiated price per month per sample.
5. **Payment.** Unless otherwise specified in writing, invoices are due and payable on receipt for all work performed under this Agreement. Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal. The dispute of any analytical result does not entitle the CLIENT to defer payment. BASIC LAB reserves the right to cease all services and to hold additional laboratory data for payment in full if the CLIENT violates their established payment terms.  
  
For services described on this Chain of Custody, BASIC LAB will be compensated based on a written quotation, and established discount, or the standard rates per analysis contained in our published price guide. Invoices will be issued by BASIC LAB as services are completed, unless requested earlier by the client. The prices stated in a written quotation or on the established price schedule do not include sales or other taxes. Such taxes, if applicable, will be added to the invoice. Unless otherwise specified, the minimum invoice is \$10.00. BASIC LAB reserves the right to change prices published in our pricing schedule without notice.
6. **Confidentiality.** All reasonable precaution shall be taken to keep information related to the CLIENT project confidential by BASIC LAB and its employees. Final data reports, including all laboratory data will be released only to the person or persons recorded on the COC associated with the CLIENT project. Additional recipients must be authorized in writing by the CLIENT before any data can be released. The CLIENT remains fully responsible for any use of the data or final reports by authorized third parties.
7. **Warranty and Limitation of Liability.** BASIC LAB makes no warranty, express or implied, and under no circumstances will be liable for any claims or damages except those resulting solely from their own or their employees' negligence. To the maximum extent permitted by law, our liability for damages will not exceed the compensation received by BASIC LAB for the analysis requested on the Chain of Custody or other agreements.
8. **Severability and Survival.** If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability, indemnification and attorneys' fees recovery provisions of this agreement shall survive termination of the Agreement for any cause.
9. **Asbestos or Hazardous Substances.** To the maximum extent permitted by law, the CLIENT will indemnify and defend BASIC LAB and its officers, sub-consultants, and agents from claims, damages, losses, and expenses, including, but not limited to, direct, indirect, or consequential damages and attorney's fees in excess of the Limitation of Liability in Article 7 arising out of or relating to the presence, discharge, release or escape of hazardous substances, contaminants or asbestos on or from the CLIENT Project.
10. **Indemnification.** The CLIENT shall indemnify, defend and hold harmless BASIC LAB, and its officers, employees, subcontractors and agents, from any and all claims arising from or relating to the work to be performed pursuant to this services agreement. The limitations of liability and indemnities shall apply whether BASIC LAB's liability arises under breach of contract or warranty; tort, including negligence (but not sole negligence); strict liability; or based on any other alleged causes of action.
11. **Arbitration, Etc.** Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, with the laws of the State of California to apply, and any judgment granted by the arbitrator(s) may be enforced in any California court of proper jurisdiction. In the event of any dispute resulting in arbitration the prevailing party shall be entitled to recover reasonable attorney's fees and costs incurred.
12. **Entire Agreement.** This represents the entire agreement of the parties with regard to the services to be provided by BASIC LAB, which supersedes any prior written or oral agreements between the parties. The scope and terms of the services to be provided may be altered only by subsequent writing executed in advance by both parties.

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[www.basiclab.com/downloads](http://www.basiclab.com/downloads)

