



**SAMPLE RECEIVING.** Laboratory hours are from 8:00am to 6:00pm – Monday through Friday. Turn-around times for samples received after 4:00pm begin on the following business day.

**TURN-AROUND TIMES.** Standard turn-around is 5 business days from the date of sample receipt for most analyses. For many analyses we offer expedited turn-around times, including:

• 3 Day (50% surcharge) • 2 Day (75% surcharge) • Next Day (100% surcharge) • Same Day – Call for availability and pricing

Expedited turn-around and/or specific data delivery requirements should be coordinated in advance. Samples received near the end of their holding time may incur an expedited analysis surcharge whether or not expedited report delivery is requested.

**SAMPLE DISPOSAL.** Fremont Analytical, Inc. (FAI) archives samples for 30 days after issuing the analytical report or after receiving Client instructions to suspend or terminate the project. After 30 days, FAI disposes of all sample volume in accordance with all governing regulations and laboratory best practices. Clients wishing to reclaim sample volume must request storage beyond the standard 30 days or arrange to retrieve the volume before the scheduled disposal. A \$5.00 fee per sample accrues monthly for storage requested beyond 30 days. FAI reserves the right to charge a disposal fee (not to exceed \$25.00/sample) for samples requiring special packaging and labeling as Hazardous Materials. “Hazardous Materials” include, but are not limited to, substances of any kind that are potentially poisonous, toxic, radioactive, explosive, or flammable, that contain biohazards or high levels of trace metals, or that pose any risk to persons or the environment through handling or disposal.

**PAYMENT.** All invoices are sent directly to the client contact provided. For clients with approved credit, payment terms are net 30 days from the date of the invoice. All overdue balances are subject to a 1.5% interest and service charge per month from the due date of the invoice. Third party billing will not be approved without a signed statement from the named party that acknowledges and accepts payment responsibility. In the event that payment is not received within 60 days of the invoice date, FAI may, at its option, terminate all duties without liability to the Client or others. All data produced by FAI is the property of FAI until all associated costs are paid. Clients suspending or terminating a project may be charged for services already performed whether or not analytical data is available or provided.

**CONFIDENTIALITY.** FAI maintains the confidentiality of all Client data. No information regarding clients’ names, sites, projects, or data will be released without direct, written authorization from the Project Manager designated on this COC Record or other authorized representative of the client company. All data and reports provided to the Client by FAI are specifically for the use of the Client. Reports are intended to be considered in their entirety. FAI is not responsible for the use or misuse of any portion of data or a report by the Client or third parties.

**COMPLETE AGREEMENT, MODIFICATION, WAIVER, ENFORCEABILITY.** This Agreement, including the parts incorporated herein by reference, is the complete agreement of the parties with regard to services of FAI. No modification or amendment to this Agreement shall be valid unless in writing and signed by an authorized representative of each party. This Agreement is binding on each party’s heirs, successors, and assigns. If any provision of this Agreement is held invalid, illegal, or unenforceable, then the remaining provisions shall remain in effect and may be reformed and enforced by the court. Failure to require performance of any term of this Agreement shall not be deemed a waiver of the right to enforce any term of this Agreement.

**JURISDICTION AND VENUE.** This Agreement shall be interpreted according to the laws of the State of Washington. FAI and Client agree to submit to the jurisdiction and venue of state and federal courts in Seattle, Washington.

**LIMITED WARRANTY.** FAI warrants only that it will perform services using analytical methodologies with published test methods according to industry standards. If circumstances require analytic practices for which standards do not exist, FAI warrants only that its services will be in accordance with standard scientific procedures and good laboratory practices. FAI MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. FAI MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FITNESS OF THE DATA IN ITS REPORTS FOR ANY PARTICULAR USE OR PURPOSE.

**LIMITATIONS ON FAI'S LIABILITY.** FAI shall not be liable to Client for any of the following types of damages or losses arising out of this Agreement: incidental damages, indirect damages, consequential damages, lost profits, or tort damages. CLIENT'S SOLE REMEDY SHALL BE A REFUND OF THE APPLICABLE PAYMENT TO FAI. FAI SHALL HAVE NO LIABILITY OR OBLIGATIONS EXCEPT AS STATED HEREIN.

**TIME LIMITATIONS ON ACTIONS AGAINST FAI.** No legal action arising out of any service provided by FAI under this Agreement may be brought against FAI more than one year after FAI has performed the service that is the subject of the legal action, regardless of whether the parties have agreed to arbitration. For the purposes of this Agreement, each Chain of Custody Record and Laboratory Services Agreement form submitted constitutes a unique set of services.

**NOTICES.** Client(s) shall inspect completed data packages and notify FAI of any defects or nonconformity within thirty (30) days of receipt. Remittance of payment for services or failure to provide timely notification of defects shall be considered acceptance of such services, except as to latent defects which reasonable and timely examination would not have revealed.