

TERMS AND CONDITIONS

- 1) The analyses will be performed in accordance with the requirements of each individual task order, chain of custody (COC), or Quality Assurance Project Plan (QAPP) that is received by the laboratory. All analysis will commence upon the receipt of the samples at the laboratory and any analyses that are cancelled after the fact will incur any prep or analyses charges covering work performed prior to notification.
- 2) Turnaround time begins on the next business day after sample receipt. All reports are due by COB (8 PM-EST) on the date due.
- 3) The laboratory standard turnaround time is 5 to 10 business days. For rush turn around, contact your Sales Representative or Project Manager for ability to meet your request and for surcharges, if not listed on quote.
- 4) The cost of the analysis covers a PDF report, one EDD if requested, the bottle kits (excluding Encores and Filtration Setups, extra bottles for field tests and laboratory water -please give us at least 1 Business Day notice), scheduled courier (at least 1 Business Day notice), and disposal. Same Day pickups and Bottle orders (received after 4:00PM day before) may be subjected to a minimum charge and will be subject to availability. ESS has limited capacity to pick up on site and/or at requested time. This convenience is subject to availability.
- 5) For samples that are put on hold:
 - a) ESS will create a work order and an invoice for hold fee and disposal fees.
 - b) Invoice and samples will be held for 60 days and then samples will be disposed and invoice sent. No notification will be sent.
 - c) If client removes sample from hold for analysis, a reprocess fee will be added to the workorder.
 - d) If client contacts ESS to hold samples further - ESS will create another work order and invoice for hold fees for the next 30 days.
- 6) Samples delivered to ESS with less than 1/2 the holding time will incur surcharges based on expedited extractions and is subject to ability to meet the demand.
- 7) ESS Laboratory regards all client pricing information as confidential and not to be shared.
- 8) Limitation of Liabilities - ESS Laboratory provides analytical results that are representative of sample aliquots received in the laboratory. All analyses are performed with industry acceptable diligence and care. In the event of an error, ESS Laboratory's sole liability will be to perform reanalysis of the samples at our own expense.
- 9) All work orders that include subcontracted work will carry a separate line item for shipping charges.
- 10) Subcontracted turn around time and analysis pricing are subject to change. Please check with ESS Project Management before submitting samples.
- 11) All chains need to be completed by client before submitting to the laboratory. This includes metals lists and Low Level VOA preservation (date/time frozen by client). There will be an Admin Fee charged for amending chains of custody.
- 12) Payment: Net 30 Days