



Sam Houston State University

TRIES Analytical Laboratory

TRIES Analytical Laboratory Lab Agreement

PRIMARY CONTACT INFORMATION

COMPANY NAME:

COMPANY ADDRESS:

CITY:

STATE:

ZIP CODE:

MAIN COMPANY CONTACT:

PHONE:

EMAIL:

FAX:

PRIMARY BILLING INFORMATION

Same as primary contact information

Tax exempt

PRIMARY BILLING ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT NAME:

PHONE:

EMAIL:

For all billing questions, contact Candace Prater (cfp003@shsu.edu; or (936)294-3621)

PRIMARY TEST REPORT RECIPIENT

PRIMARY REPORT ADDRESS:

CITY:

STATE:

ZIP CODE:

CONTACT NAME:

PHONE:

EMAIL:

Optional Additional Recipients

CONTACT NAME:

PHONE:

EMAIL:

CONTACT NAME:

PHONE:

EMAIL:

CONTACT NAME:

PHONE:

EMAIL:

ADDITIONAL COMMENTS/NOTES

AGREEMENT

All invoices are to be paid at the time services are rendered, unless prior payment arrangements have been made.

If any invoice goes unpaid for longer than 30 days, a 2% late fee will be assessed monthly, to the total unpaid invoice amount.

We accept the following forms of payment: VISA, MasterCard, Discover, ACH, and Check.

You agree to pay for all collection fees and other costs incurred if your account is turned over to a collection agency.

By signing this agreement, you are subject to the attached terms and conditions.

AUTHORIZED SIGNATURES

Client

CLIENT SIGNATURE:

CLIENT PRINTED NAME:

TITLE:

DATE:

SHSU Analytical Lab

LAB REPRESENTATIVE SIGNATURE:

LAB REPRESENTATIVE NAME:

TITLE:

DATE:



Terms and Conditions

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Analytical Laboratory (ALAB) and CLIENT. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The ALAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the CLIENT to the ALAB. The invalidity or unenforceability in whole or in part of any provision, term, or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by ALAB of any provision, term, or condition hereof or of any breach by or obligation of the CLIENT hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the CLIENT. This agreement shall be administered and interpreted under the laws of the state of Texas and Walker County which services are procured.

Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, ALAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. ALAB makes no other warranty, express or implied. Any reanalysis requested by CLIENT generating results consistent with the original results will be at the CLIENTS expense.

Confidentiality

ALAB is committed to providing strict confidentiality. Customer information may be disclosed if subpoenaed and must be released to a regulatory agency or legal body. The CLIENT will be notified of this disclosure unless prohibited by law.

Scope and Compensation

ALAB agrees to perform the services described on the chain of custody. Unless the parties agree in writing to the contrary, the duties of ALAB shall not be construed to exceed the services specifically described. ALAB will use standard methodologies for all tests unless specified otherwise by CLIENT.

Compensation for services performed will be based on the current ALAB Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time-based charges are determined from the time of resolution of all work order questions.

Payment is due at the time services are rendered unless prior payment arrangements have been made and agreed to by all parties.

For CLIENTS with approved credit, the terms are net 30 days. ALAB may suspend work and withhold delivery of data under this order at any time in the event CLIENT fails to make timely payment.

CLIENT shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred.

Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.

Order Changes and Termination

Changes to the Workorder, price, or result delivery data may be initiated by ALAB after sample acceptance due to any condition conflicting with analytical, quality assurance, or other protocols warranted in these Terms and Conditions. ALAB will not proceed with such changes until an agreement with the CLIENT is reached on the amount of any cost, schedule change or technical change to the Workorder, and such agreement is documented in writing.

Workorder changes include but are not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of work and may be initiated by the CLIENT after sample delivery acceptance. Such changes will be documented in writing and may result in a change in cost and turnaround time commitment. ALAB acceptance of such changes is contingent upon technical feasibility and operational capacity.

Suspension or termination of all or any part of the work may be initiated by the CLIENT. All work in progress will be completed and ALAB will be compensated for all work completed according to these Terms and Conditions.

Limitations of Liability

In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of ALAB shall be to reperform the deficient work at its own expense and ALAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by ALAB within ninety (90) days following completion of services.

ALAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental, or consequential damages) with respect to ALAB's services or results.

All results provided by ALAB are strictly for the use of its CLIENTS and ALAB is in no way responsible for the use of such results by CLIENTS or third parties. All reports should be considered in their entirety, and ALAB is not responsible for the separation, detachment, or other use of any portion of these reports.

CLIENT may not assign the ALAB report without the written consent of the ALAB.

CLIENT covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the ALAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against CLIENT relating to, resulting from or arising out of (a) the breach of this agreement by this CLIENT, (b)

the negligence of the CLIENT in handling, delivering or disclosing any hazardous substance, (c) the violation of the CLIENT of any applicable law, (d) non-compliance by the CLIENT with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.

Hazard Disclosure

CLIENT represents and understands that any sample delivered to ALAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by CLIENT. CLIENT further understands that any sample containing any hazardous substance that is to be delivered to ALAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.

Sample Handling

Prior to ALAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with CLIENT. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will ALAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from ALAB premises.

CLIENT authorizes ALAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current NELAP requirements for containers, preservation or holding time will be noted as such on the final report. Disposal of hazardous waste samples is the responsibility of the CLIENT. If the CLIENT does not wish such samples returned, ALAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. CLIENT will be required to give the ALAB written instructions concerning disposal of these samples. ALAB reserves the absolute

right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of ALAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to ALAB by CLIENT or (c) if the condition or sample date make the sample unsuitable for analysis.

ALAB reserves the right to subcontract services ordered by CLIENT to another laboratory or laboratories, if it is reasonably necessary, appropriate, or advisable to do so. ALAB will in no way be liable for any subcontracted services. ALAB will use, whenever possible, laboratories which have been audited and approved.

Legal Responsibility

ALAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.

Force Majeure

ALAB shall have no responsibility or liability to the CLIENT for any failure or delay in performance by ALAB, which results in whole or in part from any cause or circumstance beyond the reasonable control

of ALAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from ALAB's usual suppliers, or any other cause beyond ALAB's reasonable control.