



SCIENCE & ENGINEERING

## **TERMS AND CONDITIONS: SAMPLE ANALYSIS**

### ***RPC-Ts and Cs Sample Analysis***

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This agreement sets forth and constitutes the entire agreement and understanding of the Parties with respect to samples submitted to RPC. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, regarding submitted samples. By submitting samples, the submitter agrees that this agreement will not be superseded by additional or subsequent terms and conditions with respect to the submitted samples unless the additional or subsequent terms and conditions are agreed to in writing by a member of RPC's Executive Management.

### **AUTHORIZATION**

- Submission of samples including a sample submission form, purchase order, signed RPC quote or equivalent with requested analyses will be considered as authorization to proceed under these terms and conditions. Note that the acknowledgement of receipt of a Purchase Order containing conflicting terms by a member of RPC's staff who is not a member of RPC's Executive Management does not constitute RPC's acceptance of any conflicting terms.

### **PRIORITY SERVICE**

- Priority (RUSH) analytical service is available by prior arrangement. Availability is dependent upon laboratory workload at the time of request.
- Priority service is subject to surcharge.

### **SAMPLING SUPPLIES**

- There is no charge for sample containers for soil or water analysis when the containers are returned with samples for analysis. Additional containers may be invoiced at cost.
- Charges apply for air sampling containers and media.
- High purity chemical preservatives are also provided with containers as required when requested. All sampling supplies (coolers and ice packs) are the property of RPC.
- Charges apply for other sampling materials (DI water, methanol, acetone).

### **SAMPLE STORAGE AND DISPOSAL**

- Samples are stored by RPC for a minimum of one month following reporting of the related analytical results. Samples will be disposed of after the required storage time has elapsed, unless prior arrangements have been made with RPC for extended storage.
- All samples are subject to a disposal fee of 1½% of total analytical charges for that sample.
- At RPC's option, samples found to be hazardous may be returned to the client or disposed of by RPC according to the appropriate regulations with all costs passed on to the client.



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**SAMPLE TRANSPORTATION**

- Sample containers or equipment delivered to the client by regular ground service courier will be sent collect, unless agreed otherwise. Rush and emergency shipments are invoiced at cost.
- Return shipment of all samples and equipment is the responsibility of the client unless agreed otherwise.

**ANALYTICAL CONSULTING SERVICES**

- Normal consultation regarding analytical methods and data interpretation is not charged.
- For any service deemed consulting, such as 3 party meetings and expert witness testimony, an hourly “charge out” rate will be applied, based on the individual(s) involved, plus additional charges for traveling and lodging expenses.

**SUBCONTRACTING OF SERVICES**

- RPC may subcontract services ordered by the Client if it is in the Client’s best interest to do so, and with the prior approval of the client.

**ADMINISTRATIVE SERVICES**

- Verbal or preliminary results may be given in advance to the final written report of results. Such verbal or preliminary results are tentative results only and are subject to change or confirmation based upon our laboratory Quality Assurance review procedures. Final reports will be signed and emailed unless otherwise agreed in advance in writing.

Unless agreed otherwise in writing, administrative charges may be applied for:

- Multiple report copies
- Custom report formats
- Level III and Level IV reporting as per US requirements
- Provision of raw data and chromatograms
- Report or invoice revisions/alterations when required by client through no error of RPC
- Consolidated or custom invoicing
- Archived data retrieval
- Report regeneration (upon request)

**LEGAL SAMPLE PROTOCOLS**

- Full legal sample protocol requires comprehensive tracking and documentation of all aspects of sample handling and analysis within the laboratory and is subject to additional charges on a



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per project basis. Availability is based upon prior arrangement, and subject to RPC's Legal Sample Submission Protocol and accompanying documentation.

**MINIMUM ORDER**

- All chemical analyses are subject to a minimum charge of \$25 per submission.

**PAYMENT**

- Payment for all analytical services is net thirty (30) days from the date of billing unless prior arrangement has been made.

**LIABILITY**

- All testing, inspection or investigation performed by RPC is conducted in accordance with accepted professional standards. Neither RPC nor its employees shall be responsible for any loss or damage resulting directly or indirectly from any default, error or omission, nor shall RPC be liable for any damages (including lost profits, lost savings, or incidental or consequential damages) arising out of the use of, or in connection with, the analytical results reported. In no event will RPC be liable for more than the actual fee charged for conducting the analysis.

**OTHER CONDITIONS**

- All material contained herein is for the consideration of the addressee only. It may not be used by, nor disclosed to, any other party without prior consent from RPC.
- The name RPC shall not be used in connection with the sale, offer or advertisement of any article, process or service.
- New clients may be required to establish the proper terms of credit.
- RPC reserves the right to suspend or discontinue any work until satisfactory payment arrangements are established.
- All prices are subject to change.
- **There Are No Other Warranties Expressed or Implied.**

**APPLICABLE LAW AND JURISDICTION**

- This Agreement is governed by and will be interpreted in accordance with the laws in force in the Province of New Brunswick and the Parties agree to submit to the exclusive jurisdiction of the courts of New Brunswick.