

TERMS AND CONDITIONS: SAMPLE ANALYSIS

RPC-Ts_and_Cs_Sample_Analysis

This agreement sets forth and constitutes the entire agreement and understanding of the Parties with respect to samples submitted to the New Brunswick Research and Productivity Council (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 By submitting samples, the submitter agrees that this agreement will not be superseded by additional or subsequent terms and conditions with respect to the submitted samples unless the additional or subsequent terms and conditions are agreed to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 RPC's CEO or COO.

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 (CEO or COO) 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 a 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.
- Samples may be subject to a disposal fee of 1.5% 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.



SCIENCE & ENGINEERING

TERMS AND CONDITIONS: SAMPLE ANALYSIS

RPC-Ts and Cs Sample Analysis

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)



SCIENCE & ENGINEERING

TERMS AND CONDITIONS: SAMPLE ANALYSIS

RPC-Ts and Cs Sample Analysis

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

CONFIDENTIALITY

- RPC agrees to protect the Client against unauthorized disclosure by RPC's employees and agents of confidential information entrusted by the Client to RPC by taking reasonable precautions against disclosure including requiring those employees and agents who are given access to the Client's confidential information to enter into non-disclosure agreements.
- RPC's obligations of confidentiality with respect to confidential information emanating from the Client shall remain in effect until the earlier of 5 years from the date hereof or the date such information falls into the public domain through no fault of RPC; but these obligations do not extend to: (a) information that has been or is hereafter published without breach of any obligations hereunder; (b) information that was in RPC's possession prior to receipt therefore from the Client; (c) information that RPC acquires from a source other than the Client; (d) information required to be disclosed by either Applicable Law or for the purposes of arbitral, judicial or regulatory authority proceedings arising out of or in connection with this Agreement or any other agreement or arrangement contemplated by this Agreement, provided that the information in this case will be disclosed with the consideration that, to the extent it is legally permitted to do so, RPC will give the Client as much notice of such disclosure as possible and take into account the reasonable requests of the other Party in relation to the content of such disclosure.

MINIMUM ORDER

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

PAYMENT

- All orders are subject to credit approval by RPC. RPC may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt about the Client's financial condition, RPC may withhold performance of services, require cash payments, advance payments or other financial security before performance of work.
- Payment for all analytical services is net thirty (30) days from the date of billing unless prior arrangement has been made.
- Overdue accounts and late payments shall bear interest at 1.5% per month or the highest allowed by law, whichever is lower. RPC may suspend services, withhold results or reject further samples if an undisputed invoice is more than 30 days past due.



SCIENCE & ENGINEERING

TERMS AND CONDITIONS: SAMPLE ANALYSIS

RPC-Ts and Cs Sample Analysis

- All quoted prices are exclusive of any taxes.
- Unless otherwise agreed to in writing all prices and quotes are in Canadian Dollars.

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.
- Client acknowledges that RPC's performance is contingent upon the Client submitting samples in a condition that makes them suitable for analysis, and with all paperwork completed. RPC will communicate in a timely manner about any issues that it observes with a submission and the Client hereby also acknowledges that analysis of their samples depends on their timely response; delays providing information could result in delayed reporting
- RPC reserves the right to modify these terms and conditions at any time in writing. Orders will be governed by the most recent version of these terms and conditions that is in effect at the time RPC accepts the sample from the customer.
- All prices are subject to change.
- **There Are No Other Warranties Expressed or Implied.**

HAZARDOUS MATERIAL NOTIFICATION & DISPOSAL

- Where any hazardous material is to be shipped to RPC, such shipment must be preceded by written notification of hazards involved, special handling requirements and relevant documentation such as but not limited to permits, data sheets and manifest. Consent from RPC must be received in writing prior to shipment. Any costs incurred relating to disposal of hazardous materials are the responsibility of the client and will be added to the invoice.

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.