#### Centek Laboratories, LLC Terms and Conditions

### **Sample Submission**

All samples sent to Centek Laboratories should be accompanied by our Request for Analysis Form or Chain of Custody Form. A Chain of Custody will be provided with each order shipped for all sampling events, or if needed, one is available at our website www.CentekLabs.com. Samples received after 3:00pm are considered to be a part of the next day's business.

### Sample Media

Samples can be collected in a canister or a Tedlar bag. Depending on your analytical needs, Centek Laboratories may receive a bulk, liquid, soil or other matrix sample for headspace analysis.

## **Blanks**

Every sample is run with a surrogate or tracer compound at a pre-established concentration. The surrogate compound run with each sample is used as a standard to measure the performance of each run of the instrument. If required, a Minican can be provided containing nitrogen to be run as a trip blank with your samples.

### **Sampling Equipment**

Centek Laboratories will be happy to provide the canisters to carry-out your sampling event at no charge. The necessary accessories, such as regulators, tubing or personal sampling belts, are also provided to meet your sampling needs. The customer is responsible for all shipping charges to the client's destination and return shipping to the laboratory. Client assumes all responsibility for lost, stolen and any damages of equipment.

\*\*Any sampling equipment that exceeds holding times, cancellation of job or non-notice of rescheduling is subject to restocking fees\*\*

# **Turn Around time (TAT)**

Centek Laboratories will provide results to its clients in one business-week by 6:00pm EST after receipt of samples. For example, if samples are received on a Monday they are due on the following Monday by 6:00pm EST. Results are faxed or emailed to the requested location indicated on the Chain of Custody. Non-routine analysis may require more than the one business-week turnaround time. Please confirm non-routine sample turnaround times.

#### Reporting

Results are emailed or faxed at no additional charge. A hard copy of the result report is mailed within 24 hours of the faxing or emailing of your results. Cat "B" like packages are within 3-4 weeks from time of analysis. Standard Electronic Disk Deliverables (EDD) is also available at no additional charge.

### **Payment Terms**

Payment for all purchases shall be due within 30 days from date of invoice. The client agrees to pay a finance charge of 1.5% per month on the overdue balance and cost of collection, including attorney fees, if collection proceedings are necessary. You must have a completed credit application on file to extend credit. Purchase orders or checks information must be submitted for us to release results

### **Rush Turnaround Samples**

Expedited turn around times is available. Please confirm rush turnaround times with Client Services before submitting samples.

Applicable Surcharges for Rush Turnaround Samples:
Same day TAT = 200%

Next business day TAT by Noon = 150%

Next business day TAT by 6:00pm = 100%

Second business day TAT by 6:00pm = 75%

Third business day TAT by 6:00pm = 50%

Fourth business day TAT by 6:00pm = 35%

Fifth business day = Standard

### **Statement of Confidentiality**

Centek Laboratories, LLC is aware of the importance of the confidentiality of results to many of our clients. Your name and data will be held in the strictest of confidence. We will not accept business that may constitute a conflict of interest. We commonly sign Confidential Nondisclosure Agreements with clients prior to beginning work. All research, results and reports will be kept strictly confidential. Secrecy Agreements and Disclosure Statements will be signed for the client if so specified. Results will be provided only to the addressee specified on the Chain of Custody Form submitted with the samples unless law requires release. Written permission is required from the addressee to release results to any other party.

# **Limitation on Liability**

Centek Laboratories, LLC warrants the test results to be accurate to the methodology and sample type for each sample submitted to Centek Laboratories, LLC. In no event shall Centek Laboratories, LLC be liable for direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if Centek Laboratories, LLC has been previously advised of the possibility of such damages whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use or performance of the information, services, products and materials available from the laboratory or this site. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit and or loss of or damage to property and claims of third parties.