



# Analytical Resource Laboratory, LLC

## Standard Terms and Conditions

Welcome to Analytical Resource Laboratory (ARL). Please see the following terms and conditions. By opening an account with ARL, and sending samples in for testing, you and the company you represent agree to comply with all of the terms and conditions below. Unless otherwise expressly written, services offered by Analytical Resource Laboratory (ARL) shall be limited to the terms and conditions herein stated.

- I. **Confidentiality** – ARL will employ all reasonable actions to maintain confidential all information regarding the clients of ARL. In the event that any information is subpoenaed by a regulatory or legal body, the client will be notified immediately.
  
- II. **Payment Terms** – Client shall pay all invoices in full within 30 (thirty) days from the date of the invoice. ARL shall collect payment in multiple ways that include, but are not limited to, credit card, check, debit, wire transfer, and other as deemed appropriate by an officer of ARL. All clients of ARL shall add a credit card to their account to keep it in good standing, and client hereby gives ARL the right to charge said credit card if payment is not made within 45 days of the date of an invoice. A finance charge of 18% annually assessed daily or \$2 per month whichever is greater, unless prohibited by law, may be added to the balance of all invoices not paid in full within 30 days of the date of the invoice. Client agrees to pay collection costs of up to 40% of the balance owed plus attorney fees and costs of suit on any delinquent account. Payments shall be applied in the following order: attorney fees, collection fees, finance fees and then to the balance of the invoice. ARL reserves the right to require full or a partial payment in advanced at any time. If the client cancels all or a portion of the test ordered, the client will be billed for all testing that has commenced and/or finished. Any testing that has not begun prior to cancellation of the testing will not be charged. In the event of payment default, ARL reserves the right to hold testing results until delinquent payments are received. Default on the account may also jeopardize quantity contracted pricing at the discretion of Analytical Resource Laboratory



- III. **Billing** – All fees are billed and payable in US dollars, directly to client unless otherwise notified in advanced. In the event that third-party billing is to take place, testing may be held until third-party billing is set up. ARL shall not be responsible for the recollection of samples that may expire due to time elapsed during the verification of third-party billing.
- IV. **Reports** – Unless expressed in writing, results reported may not be indicative or representative of the qualities of the lot from which the sample was taken. Additional fees may apply for report requests other than the standard report of ARL.
- V. **Retesting** – ARL will retest any sample as expressly requested by client to verify results. Any result that confirms the original result will be charged as an independent test. Any result that differs from the original testing result will not be charged to the client. In the event of a dispute regarding testing results, ARL reserves the right to submit sample to a third party for analysis. All third party verification will be charged to the client.
- VI. **Out of Specification Retesting** – Clients may opt-in or opt-out of an automatic Out-Of-Specification (OOS) retesting protocol for any sample (with the exception of water) that is originally tested, and is reported OOS. As a contract laboratory, ARL does not determine the specifications of its clients' products. ARL does however, make provisions for accepting client specifications which automatically triggers OOS reviews. Upon opting-in by the client, ARL will automatically initiate an OOS investigation if a test result tests outside of a client's specification. OOS testing will be charged as separate and additional tests, unless there is a clearly identified lab error. Clients can opt-out of automatic OOS retesting, but may risk time and delay results. Please advise an officer of ARL of your intent to test opt-in or opt-out of automatic OOS retesting.
- VII. **Litigation** – All costs associated in any way related to any legal proceedings, including arbitration and mediation, or concerning with compliance to any subpoena or other official request for documents, for testimony in a court of law, or for any other purpose relating to work performed by ARL, in connection with work performed for the client, shall be paid by the client. Such costs shall include, but are not limited to, hourly charge for person involved in responding to subpoenas, travel and accommodations, mileage, attorneys' fees charged to prepare witness to testify and advice of counsel in response to subpoenas, and all other expenses deemed reasonable and associated with said litigation.



- VIII. **Warranty** – ARL shall warrant the accuracy of test results for the sample submitted within normal tolerances for the sample as submitted.
- IX. **Equal Opportunity/Affirmative Action Notice** – ARL is an equal opportunity/ affirmative action employer.
- X. **Solicitation of Employees** – In as much as the services to be rendered are to be closely coordinated with the staff of ARL, the client agrees not to solicit any of the employees of ARL for hire unless prior written consent is obtained in advance from an officer of ARL.
- XI. **Sample Retention** – All samples are to be retained by ARL for a minimum of 30 (thirty) days. Prior arrangements are to be made for sample retention in excess of the normal routine of ARL. ARL reserves the right to charge a monthly fee to the client for any such requests.
- XII. **Retention of Reports** – Analytical reports will be retained for a period of seven years from the date in which the report was generated. After which time, such reports will be destroyed.
- XIII. **Method Development** – Is the documented process of ensuring that the analytical procedure employed for a specific test is suitable for its intended use. Any method development employed by ARL, in either a paid or unpaid manner, is the intellectual property of Analytical Resource Labs.

*This portion intentionally left blank.*