

Environmental Monitoring Laboratory

Terms of Purchase

SAMPLE ACCEPTANCE POLICY

Purchase requests submitted by a Purchaser, whether written or verbal, may be accepted by EML subject to the following limitations and conditions:

- 1) EML management must agree that the services requested fall within the scope of activities typically performed at or out of EML facilities. Any changes to nature of services will be subject to price changes.
- 2) Proper, full and complete documentation which includes sample identification, location, date and time of collection, collectors name, preservation type, and any special remarks regarding the sample.
- 3) Proper sample labeling that includes the control number upon receipt at the laboratory.
- 4) Appropriate sample containers must be used. Bottles used must be marked with water resistant labels and indelible ink.
- 5) Specified holding times must be met. Samples will not be analyzed out of holding time without express permission of the client and a qualifier on the final report.
- 6) Sufficient sample volume must be provided to perform the requested tests.
- 7) Samples that show signs of damage, contamination, or inadequate preservation will be rejected.
- 8) If any of the above criteria is not met, reported data will be qualified on the final report stating what requirement was not met.
- 9) Samples known and acknowledged to be involved in ongoing litigation will not be accepted for analysis due to uncertainties regarding the time necessary to address associated issues.

WARRANTY LIMITATIONS

Testing and other activities pursuant to this purchase request are warranted to conform to the quality control and certification standards published by the United States Environmental Protection agency and the Texas Commission on Environmental Quality insofar as those standards apply to the work requested by the purchaser. Under this warranty, in the event any analytical result is proven to be incorrect or deficient to the satisfaction of EML management, EML's sole responsibility will be a re-analysis, within the original limits of the purchase request, or reimbursement of all or part of the purchase price, at EML's discretion.

No other warranties implied or otherwise, may be assumed by any party to the purchase request.

No use/marketability warranties beyond those in the above paragraph are applicable.

CONFIDENTIALITY AND PROPRIETY INFORMATION CONTROL

EML certifies that no purchaser information or results will be divulged to any third party by any EML employee under any circumstances without prior explicitly written authorization from the purchaser. Any propriety information developed by EML in the process of performing services for the purchaser will also be held in strictest confidence provide that no laws or regulation are violated.

WORK CANCELLATION LIMITS

Cancellation of work requested by the purchaser is limited to cancellation of tests or procedures under which no aspect has been initiated. Any procedures which have been initiated (sample pretreatment of later aspects of tests) will be completed and billed to the Purchaser, including any costs necessary for full quality control and quality assurance, at the rate originally quoted.