

QC Analytical Services, LLC Terms & Conditions

1. Acceptance

These Terms and Conditions of Sales ("Agreement") apply to all offers made by and orders accepted by QC Analytical Services, LLC (QCAS). Acceptance of your ("Buyer") order is expressly conditioned upon Buyer's assent to these terms and conditions, excluding all other terms and conditions. An authorized representative of QCAS must specifically agree to any change to this Agreement in writing.

2. Analysis Request

Before performing any work, QCAS shall examine and review Buyer's analysis request, which shall outline the scope and timing of work to be performed. If such request is incomplete or unclear, QCAS shall consult with Buyer before proceeding with the work.

3. Responsibilities of QCAS

QCAS shall perform its work in accordance with accepted standards within the industry and accepted standard operating procedures; However, QCAS reserves the right to modify methods as necessary based upon experience and/or current scientific literature. Prior to QCAS modifying any standard waste water or water testing, QCAS will notify the Buyer prior to modifying the testing procedures.

QCAS shall furnish all supervision, labor, facilities, equipment, materials, supplies and certification necessary or desirable to perform its work. If Buyer directs a manner of making tests that varies from standard or recommended procedures, Buyer shall indemnify and hold QCAS harmless from all claims, damages and expenses arising out of such direction. Such variations shall be noted on analysis requests.

4. Prices

The prices offered are valid for a period of one year from the date of the proposal. The prices offered apply only to the specific quantities, specifications and delivery schedule set forth in the proposal. Any variation in quantity, specifications, schedule, or project scope change may necessitate a price adjustment.

5. Payment Terms

The Buyer shall pay in full the net amount of each invoice submitted by QCAS within thirty (30) days of the date thereof. Amount not paid when due shall bear interest at the rate of 1.5% per month (18% per year) together with expenses incidental to collection including reasonable attorney's fees and court costs. In the event of Buyer's bankruptcy or insolvency, QCAS will be entitled to terminate any order then outstanding and to receive reimbursement for Termination under Article 10, Termination and Change Orders.

6. Sample Custody

Samples accepted by QCAS shall remain the property of Buyer while in the custody of QCAS. QCAS shall retain samples for a period of thirty (30) days following the date of submission of its report to Buyer. QCAS shall extend the retention period if Buyer so requests in writing and agrees to pay for additional storage. Following the retention period, QCAS will dispose of most samples upon Buyer's request. QCAS reserves the right to charge for disposal of samples it considers difficult to handle, or at the option of QCAS, to return samples to client in lieu of disposal. The Buyer shall accept all such samples returned.

7. Reports and Record

Unless otherwise agreed by QCAS in writing, Buyer shall use reports prepared by QCAS only for the purpose disclosed to QCAS at the time of contracting. QCAS shall maintain records and supporting documents for work for a minimum period of five (5) years after completion of said work.

8. Confidentiality

QCAS shall not provide analytical results or information of Buyer's work to any party other than Buyer, unless Buyer, in writing, requests information to be provided to a third party or unless law requires disclosure by QCAS.

9. Termination or Suspension

Buyer shall have the right to cancel orders placed with QCAS or suspend work on order, but shall be obligated to pay for any work completed and expenses incurred during the period of time prior to cancellation or suspension. A proposal by the Buyer to change an analysis request may be regarded by QCAS as an order to suspend work until agreement is reached on the effect of such change on the compensation payable to QCAS and other relevant issues raised by the change.

10. Right to Stop Work

In the event Buyer fails to pay for services rendered within thirty (30) days after the date of any invoice from QCAS, then, in addition to any other rights or remedies provided by law, QCAS shall have the right to suspend any further work for Buyer and to retain any and all of its work product not yet delivered to Buyer. Buyer shall have no right to use the work of QCAS for any purpose until the same has been paid for in full.

11. Attorney’s Fees

If either party to the agreement makes a claim against the other as to issues arising out of the performance of this agreement, the prevailing party shall be entitled to recover its reasonable expenses of litigation, including reasonable attorney’s fees. If QCAS brings a lawsuit against Buyer to collect the invoiced fees and expenses of QCAS, Buyer agrees to pay the reasonable collection expenses, including attorney’s fees, incurred by QCAS.

12. Time Limits for Making Claims

QCAS shall not be liable for damages unless suit is commenced within two (2) years of the date of injury or loss or within two (2) years of the date of discovery of the injury by Buyer whichever is later. In no event shall QCAS be liable for damages unless it has been notified by Buyer of the discovery of any claimed negligent act, error, omission or breach within thirty (30) days of the date of its discovery and unless Buyer has given QCAS an opportunity to investigate and to recommend ways Buyer may mitigate its damages.

13. Indemnification

Subject to the limitation of liability set forth above, QCAS agrees to indemnify and hold Buyer harmless from and against demands, damages and expenses caused by QCAS negligent acts and omissions and by the negligent acts and omissions of persons for whom QCAS is legally responsible. Buyer shall indemnify and hold QCAS harmless from and against demands, damages and expenses caused by Buyer’s negligent acts and omissions and by the negligent acts and omissions of persons for whom Buyer is legally responsible.

14. Response to Legal Process

Buyer shall compensate QCAS for its services and expenses if QCAS is required to respond to legal process related to its services for Buyer. Compensable services shall include hourly charges for all QCAS personnel involved in the response and attorneys’ fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier and appearances related to the legal process.

15. Relationship of Parties

QCAS shall perform work for Buyer as an independent contractor/supplier.

I have read this Agreement and agree to the terms and conditions.

Print Name _____ Signature _____ Date _____