

LEX SCIENTIFIC INC. – LABORATORY TERMS AND CONDITIONS

The following terms and conditions apply to the Services provided by LEX Scientific Inc. (“LEX”). In the event of a conflict between these and any other terms and conditions contained in any purchase order or other documentation relating to the services not specifically agreed to in writing by LEX, these terms and conditions shall prevail. By submitting a sample to LEX for analysis, the Client agrees to be bound by and comply with these terms and conditions:

1. All samples sent to LEX Scientific Inc. must be accompanied by a completed Chain of Custody (COC) form including quote number, analysis type, turnaround time, signature/date and other required information. The COC shall be considered to be the client’s formal notice to proceed with the requested analysis.
2. Turnaround time (TAT) / due dates are based on business and not calendar days. TAT must be clearly noted on the COC to avoid any unnecessary delays. TAT starts from the time samples are received in laboratory unless TAT is not provided. For rush analyses (Immediate and 6 Hour), laboratory must be notified in advance and samples must arrive early enough in the day if same day results are needed.
3. For weekend or afterhours services, a \$300 Minimum Billing charge will apply. Regular laboratory hours are 8:30 a.m. to 5:00 p.m., Monday to Friday, except holidays.
4. LEX reserves the right to refuse or reject any sample that seems to be of unsuitable volume or size, as well as any sample that might pose a health, safety and environmental risk (i.e. unsuitable packaging). For required sample size, please contact the laboratory.
5. LEX will not subdivide samples upon client request. All material submitted in the one sample container will be treated as one sample.
6. If the client requests a sample to be placed on hold, LEX will store the sample for 30 days after which the sample will be discarded.
7. LEX will dispose of client samples after a period of 3 months unless instructed to return such samples to client at client’s expense. LEX will use reasonable care to protect samples during storage, however all samples are stored at the client’s risk and the client is responsible for obtaining appropriate insurance, if desired. An environmental disposal fee of 25 ¢ per sample applies to all submitted bulk samples for asbestos analysis. LEX reserves the right to charge additional sample disposal and/or return shipping fees.
8. The client acknowledges that during the performance of the services, samples may be altered, lost, damaged or destroyed and the client releases LEX from any claim the client may have for any loss or damage to the sample.
9. Results in the final report pertain only to the material tested.
10. Results are available by email. Hard copies are not provided, unless requested by the client.
11. All sample results and laboratory reports are strictly confidential. Results will be provided only to the client specified on the COC form submitted with the samples. LEX requires written permission from the client in order to release the results to a third party.
12. Prices are valid for the calendar year (or period) issued. Price discounts may be offered for large volume orders if the price was negotiated prior to the work order. Prices quoted do not include taxes or shipping and handling charges, and these are charged additionally. Price Quote Number must be clearly indicated on the COC to ensure correct pricing. Customer service coordinator should be contacted for more information and special discounts.
13. Equipment is rented on a daily basis. The rental period shall commence on the date the client receives equipment and will continue until the equipment is returned to LEX. The client is responsible for all shipping charges both to and from LEX. The client will be held responsible for missing or damaged equipment. The client must not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the equipment, and shall see that the equipment is not subject to careless, unusual or needlessly rough usage. Equipment shall be returned in the same condition as supplied by LEX.
14. For quality control purposes, LEX only accepts alpha track detector returns received within 30 days of original shipping date, and only if detectors are in their original undamaged and unopened packaging. A restocking fee of \$3.00 per detector will apply. All returns are subject to inspection by LEX Scientific Inc., and monetary funds will only be returned upon completion of this process. LEX does not accept returns on any other unused supplies including Air-O-Cell, PCM cassettes, and others.
15. Long-term alpha track radon detectors and analysis fees are invoiced at the time of shipping of the detectors to the client and terms are NET 30 days from date of invoice.
16. Standard payment terms are NET 30 days from date of invoice. All overdue payments are subject to an additional interest charge of 1.5% per month. LEX reserves the right to refuse additional work from client, if their account is more than 90 days overdue. Results will be held until client’s account is current.
17. In no event shall LEX be liable for indirect, special, consequential, or incidental damages, including, but not limited to, damages for loss of profit or goodwill arising out of or in connection with LEX’s services delivery, use, reliance upon or interpretation of test results by client or any third party. LEX accepts no legal responsibility for the purpose for which the client uses the test results. LEX will not be held responsible for the improper selection of sampling device even if LEX supplies the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to ensure that a valid sample is taken.

