

## **1. ORDERS AND RECEIPT OF SAMPLES (Sample Acceptance Policy)**

1.1 The Client may place the Order (i.e., specify a Scope of Work) either by submitting a purchase order to CTL in writing, by telephone (confirmed in writing) or by negotiated contract. Whichever option the Client selects for placing the Order, the Order shall not be valid unless it contains sufficient information to enable CTL to carry out the Client's requirements. It is the policy of CTL that samples not meeting the acceptance criteria, outlined in the NELAC standards and Section 5.8.3.2 of the DOD QSM, will not be accepted by the laboratory or will be qualified on the final report. All samples submitted to the laboratory must: (a) be accompanied by proper, full and complete documentation, including sample identification, location, date and time of collection, the collector's name, type of preservation (if any), type of sample, any special comments concerning the sample and any additional pertinent fields on the chain-of-custody. In the absence of any of the required information, the laboratory will attempt to contact the client to obtain the information; if unable to obtain the necessary information, the final report will be qualified.

(b) samples must be labeled appropriately with a unique sample identification written with indelible ink on water resistant labels. If the laboratory cannot determine the identity of a sample, it may be rejected and the client will be contacted for further instructions or resampling. (c) samples must be in an appropriate sample container. If the container is inappropriate, the client will be contacted for further instructions or resampling. If analysis is possible, the final report will be qualified. CTL can provide a sampling guide containing approved containers and preservations for analytical methods requested. (d) adhere to method specified holding times. If samples are received with less than ½ the holding time remaining for the requested test, CTL will make its best effort to analyze the samples and notify the client. If holding times are exceeded, the final report will be qualified. (e) contain adequate sample volume to perform the necessary testing. If sufficient volume is not present, the sample may be rejected and the client will be contacted for further instructions or resampling. If samples show signs of damage, contamination or inadequate preservation, the client will be notified. If analysis can be performed, the final report will be qualified. If not, the samples will be rejected and the client notified for further instructions or resampling. It is the Client's responsibility to understand and package samples correctly and provide the proper amount of temperature control (ice) suitable to current weather conditions.

1.2 CTL must be supplied with complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. Where any samples which were not accompanied by the required disclosure, cause interruptions in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean up and recovery.

1.3 Prior to Sample Acceptance, the entire risk of loss or damage to samples remains with the Client. In no event will CTL have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from CTL's premises. Client is responsible to assure that any sample containing any hazardous substance which is to be delivered to CTL's premises will be packaged, labeled, transported and delivered properly and in accordance with applicable laws.

1.4 Clients using CTL's shipping account(s) do so at their own risk and must purchase separate insurance if they do not wish to assume risk of loss. CTL will not assume any risk whatsoever for any samples outside of CTL's control and not successfully delivered to the laboratory within specified hold times.

1.5 CTL will not accept liability for any sample(s), except sample(s) damaged or broken by log-in staff prior to successful log-in of the sample(s) into the CTL- LIMS system. This includes, but may not be limited to: complete, valid COC documentation, all sample receiving issues being resolved from a delay caused by the Client in CTL's ability to log-in samples, including missed turnaround and hold times, delay in processing and, ultimately, additional charges to the Client.

1.6 CTL will only reject samples per directions from the Client. CTL's sole liability is to inform the Client of any sample receipt issues, and may provide an indication how proceeding with the analysis may affect results and final acceptance by the regulating agency. Ultimately, suitability for use is between the Client and the regulating agency(s).

1.7 Signing of this COC by the Client or Client's representative, or directions to CTL via email or Fax constitutes acceptance of these Terms and Conditions, and guarantees payment by the Client to CTL.