

# Laboratory Services Sample Submission

Bill To:

### **Customer Contact Information**

Ship To:

Company Name:					
Contact Name:					
Address:					
City, State, Zip					
Code:					
Phone Number:					
Email Address(s)					
for Results:					
Industry:					
Payment Inform	ation				
Purchase Order No. or					
Credit Card N	lo.:				
Contact Name					
Purchase Orders or Na	-				
on Credit Ca			·		
Expiration Date:			ecurity Code:		
		$MC \square AMEX$	☐ Discover		
Email for CC Holder or					
PO Conta	ict:				
Type of Service		Surcharge Price	e Return Sam	ples to You?	
□RUSH [next sample(s) analyzed]		List +200%	☐ Yes ☐ ì	No Shipping Account No:	
☐ High Priority (3-5 days)		List +100%			
□Priority (7 days)		List +50%			
□Normal (typically 7-14 days)		List Price			
For sample return: If no shipping account is provided, a charge of \$50 will be applied for return of non-hazardous samples.					

Submit completed form, Copy of Purchase Order and MSD Sheets along with samples to:

Return of hazardous materials and controlled substances will be billed at \$250 if no shipping information is provided.

All Hazardous Materials and Controlled Substances must be returned<sup>1</sup>

Attn: Laboratory Services Clean Air Engineering, Inc. 500 W. Wood St. Palatine, IL 60067

LAB\_64\_Submittal\_Form\_042014\_V1.docx

<sup>&</sup>lt;sup>1</sup> The analysis of Controlled substances and/or Hazardous Materials (as defined by DOT and/or MSD Sheets) may be subject to a surcharge.

### Attach additional sheets if necessary

## **Sample Information**

		FOR LABORATORY USE ONLY	
Sample ID	Requested Analyses	Lab ID	Receiving Notes
•	1		



## Clean Air Engineering Standard Conditions of Sale for Laboratory Services

All laboratory services furnished by Clean Air Engineering Laboratory Services (CleanAir) shall be in accordance with the following terms and conditions.

#### Sample Receipt

All sample shipments MUST include a completed and signed laboratory Service Order Form (LOS), as well as a copy of a Purchase Order or Credit Card Information. The work cannot be logged-in or scheduled until all paperwork is received. A Material Safety Data Sheet (MSDS) is generally required for all samples. Clean Air accepts deliveries Monday through Friday (except holidays), 8:00 AM to 5:00 PM (Central Time). Samples received after 12:00 PM are logged-in with the turnaround time starting on the next business day. Samples may be delivered at an alternative time by pre-arrangement, subject to availability. Surcharges may be applicable for after-hours sample receipt.

#### Sample Analysis

Please use good sampling techniques. Our analysis is based on the sample submitted, which should be representative of larger batches or lots, where applicable. Analyses requiring subdivision and/or preparation by chute or rotary riffling will incur at an additional charge.

#### **Hazardous Materials**

For hazardous samples (known or suspect), the customer is responsible for providing Clean Air with sample characteristic information before analysis so we can safeguard the health and safety of our employees (MSDS). Samples with an HMIS rating of 3 or higher in Health or Reactivity will be considered Hazardous, and are assessed a \$40 per sample Hazmat fee. Clean Air does not accept radioactive, whole blood, viral, or other cells, Beryllium samples, or samples containing PCBs.

#### **Payment Terms**

Our standard payment terms are net on invoice presentation. A service charge of 1.5% per month will be added to all unpaid invoices after 30 days. Extended contracts may be partially invoiced at our discretion. Past due accounts must be made current before new work will be accepted. All invoices are payable in U.S. Dollars. The fees listed on our Fee Schedule are for tests in which routine procedures are used. Samples requiring additional handling (e.g. sample preparation, unique laboratory set-up, extra safety precautions, hazardous samples, etc.) may incur additional charges.

#### **Project Priority**

Standard service offers preliminary data via email within two weeks of sample receipt.

- Priority Preliminary data emailed within one week of sample receipt incurs a 50% surcharge;
- High Priority Preliminary data emailed within five days of sample receipt incurs a 100% surcharge;
- RUSH Preliminary data emailed within the two days of sample receipt incurs a 200% surcharge.

Please understand that some instruments, techniques, or a high volume of samples may not be complete within a RUSH timeframe. However, the samples are still processed in an expedited fashion and limited only by the instrumentation/ technique/ quantity of samples, and the surcharge will still apply. Should a change in status be requested after the receipt of sample(s), applicable surcharges will apply. The request must be confirmed by the customer in writing (email or FAX).

#### Force Maieure

Clean Air shall not be liable for any damages for any delay or failure to perform resulting from any cause beyond its reasonable control including without limitation, labor strikes, fire or other casualty, or acts of God.

#### **Data Delivery**

Preliminary results will be sent via email within the turnaround time requested. The final copy of the report will also be sent via email, regardless of priority status. Clean Air retains an unaltered final copy of all work for comparison purposes.

#### Sample Archival/Return

Clean Air generally retains all samples for one year from the date of receipt. All samples, with the exception of flexible bag (gaseous) samples, are stored in a controlled-access facility that does not incorporate any environmental controls. A copy of all laboratory reports and all supporting records are archived for a minimum of twenty years. Sample return is available within the Continental U.S. for a handling fee. For specialty pick-up, delivery or returns, the charges will be invoiced for the amount of freight and handling.

Flexible bag (gaseous) samples are generally disposed once all quality parameters have been satisfied. This includes a post-analysis spike and recovery study.

#### Container (Cooler) Return

Sample container return is available within the Continental U.S. for a handling fee. For specialty pick-up, delivery or returns, the charges will be invoiced for the amount of freight and handling.

#### Rate Adjustments

Rates will be adjusted to those in effect at the time the service is performed unless otherwise specified. In the event that work is contracted and then subsequently delayed, the Customer will be notified of any applicable change in rate structure prior to execution of the work.

#### **Limitations of Liability**

Test results are not necessarily indicative of the characteristics of any other samples from the same or any other lots. Clean Air assumes no responsibility for any purpose for which a customer chooses to use test results. Clean Air shall not be liable, under any circumstances, for any indirect, special or consequential damages or lost profits arising out of or related to the services performed or to be performed by Clean Air as described herein, and in any event Clean Air's liability shall not be for any amount in excess of the laboratory analyses performed.

#### Law/Venue

The laws of the State of Illinois shall govern the terms of this agreement except where pre-empted by federal law. The parties agree that any claim relating to this agreement shall be brought solely in the state or federal courts located in Cook County, Illinois, and all objections to personal jurisdiction and venue are expressly waived.

#### **Commercial Arbitration**

Any disputes between the Customer and CleanAir, directly or indirectly, regarding the laboratory services agreement, its interpretation, the services performed by CleanAir, and/or the statements rendered to Customer by CleanAir shall be submitted to binding arbitration in accordance with the rules, practices, and procedures of the American Arbitration Association. Any arbitration proceeding shall take place at Chicago, Illinois. The prevailing party at arbitration shall be entitled to recover as a part of the arbitrator's award all of its arbitration expenses, including, but not limited to, attorney's fees, expert fees, travel costs, court reporter fees, and the like.