

Standard Terms and Conditions

Unless otherwise agreed in a formal contract, services provided by the ULM Toxicology Asbestos Analysis Lab (hereafter referred to as TAAL) are expressly limited to the terms and condition stated herein.

Confidentiality Strict confidentiality is maintained in all of our dealings with clients. Copies of reports will be issued to others under two conditions; either if a written request is submitted by the client or if the material is subpoenaed. In any instance where information is subpoenaed by and must be released to a regulatory or legal body, the client is promptly notified. In addition, initial consultation with a client’s attorney will be done at the clients request and consultation with an opposing attorney will be done at the request of either the client or the client’s attorney before each meeting or conversation.

Payment Terms Payment in advance is required for all clients except those whose credit has been established with our company. Our standard terms for established business clients are net 30 days, after which time a late charge is added to all unpaid balances. Any deviation in payment terms must be agreed to in writing. TAAL has the right to ask for payment in advance, if the established payment terms are not adhered to. TAAL reserves the right to cease all work in the event the client does not pay its invoices.

Hazard Communication The client has the responsibility to inform the laboratory of any hazardous characteristics (in addition to asbestos) known about the sample or suspected based on the sample collection site or circumstances. Likewise, information on hazard prevention and personal protection will be provided by the lab.

Retention of Samples After the analytical results have been reported, samples are routinely retained in our storage facilities according to the following schedule. Prior arrangements must be made if samples are to be held for periods longer than those indicated.

Sample Type	Retention Time
Bulk samples	30 days

Quality Assurance TAAL will perform services consistent with its Quality Policy Manual and Quality Assurance Standard Operating Procedures (SOPs). It shall be the exclusive responsibility of the client to confirm that the lab’s standard practices will meet the needs of the client prior to placing an order for work.

Retention of Reports Unless otherwise agreed in writing, the TAAL shall retain copies of analytical reports for a period of ten years, after which the reports may be destroyed. If the client requests additional copies of the analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

Reports TAAL prohibits use of its name in connection with any unauthorized use of its reports without its prior written consent.

Litigation All costs associated with compliance to any subpoena or other official request for documents, for testimony in a court of law, or for any other purpose relating to work performed by TAAL in connection with work performed for that client, shall be paid by the client or the attorney requesting the documents. Such costs shall include, but are not limited to, hourly charge for person involved in responding to subpoenas, travel and accommodations, mileage, attorney’s preparation of testifier and advice of counsel in connection with response to subpoenas, and all other expenses deemed reasonable and associated with said litigation.

Warranty and Limits of Liability In accepting analytical work, we warrant the accuracy of test results for the sample submitted. THE FOREGOING EXPRESS WARRANTY IS EXCLUSIVE AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. WE DISCLAIM ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING A WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND WARRANTY OF MERCHANTABILITY. IN NO EVENT SHALL TAAL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, BUT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR GOODWILL REGARDLESS OF (A) THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OF TAAL AND (B) WHETHER TAAL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. We accept no legal responsibility for the purposes for which the client uses the test results. No purchase order or other order for work shall be accepted by TAAL which includes any conditions that vary from the above described Standard Terms and Conditions, and TAAL hereby objects to any conflicting terms contained in any acceptance or order submitted by client.

Overtime/Holiday Service When analytical testing requires the services of laboratory personnel beyond their regularly assigned work schedule on any day or on a day outside the established schedule, such services are considered as overtime work. When analytical testing requires the services of laboratory personnel on a Federal, State or University holiday, such services are considered holiday work. Laboratory analyses initiated at the request of the applicant to be rendered on holidays and on overtime basis will be charged fees at hourly rates for laboratory service. The laboratory analysis rate for overtime service and holiday service is provided on the schedule of fees.

Client

Date
