

Terms and Conditions

In addition to establishing a Chain of Custody record, this document serves as an order for work to be performed by Inovatia Laboratories, LLC (Inovatia) and its representatives and assigns. Unless otherwise governed under separate contract, by signing this document, the client agrees to the terms and conditions listed below, all of which are binding, whether signed by the client or its representative. If samples or materials are submitted without a signature, the submission itself serves as an agreement to Inovatia's terms and conditions whenever work has been performed. Issuance of a Purchase Order or written confirmation to proceed with work via e-mail, letter, or facsimile transmission equally binds the client to these terms and conditions. Alternate terms and conditions may be established by contract, if in writing.

Business Hours

Inovatia's business hours are 8:00 am to 5:00 pm, Monday through Friday.

Payment Terms, Pricing, and Invoicing

Advance payment is required for all clients except those who have established credit with Inovatia. The payment terms for clients having approved credit is Net 10 days. For the convenience of its clients, Inovatia accepts payment by VISA or MasterCard. All prices are subject to change at any time and without notice. Work performed during a given month will be invoiced at its completion. All past-due accounts will be assessed a 0.75% per month service charge. The client agrees to pay these service charges when payment terms are not met.

Turn-Around Time / Rush Service Fees

Turn-around time varies depending on the current work-load and the analytical method. In many cases, the day of the week and the time of day the sample arrives will dictate the turn-around time. Results are commonly reported within seven (7) to ten (10) business days from receipt. All testing services performed outside of regular business hours are subject to surcharges. Next-Day, rush-turn requests will be subject to a 100% surcharge. Second-Day, rush-turn requests are subject to a 50% surcharge. Other accelerated service surcharges may apply, depending on the requested analysis.

Contract Work and Discounts

Specific project pricing packages may be provided as a quote. Contact the laboratory to arrange a pricing package that is tailored to your specific need. Discounts for volume work are available for some types of work. Discount prices are not applicable for samples requiring rush turn-around service.

Warranty

Inovatia Laboratories, LLC, warrants only that it will utilize methods that are appropriate for sample matrices and analytes and will make every effort to follow storage, processing, and holding time requirements as stated in federal, state, and good laboratory practice guidelines. Inovatia will warrant the accuracy of the test results for the sample submitted. This constitutes the sole warranty given by Inovatia Laboratories, LLC. No other warranties are expressed or implied. All other warranties are disclaimed including a Warranty of Fitness for Particular Purpose and a Warranty of Merchantability.

Liability

The total liability of Inovatia Laboratories, LLC, its officers, owners, agents, employees, assigns, and subcontractors for any loss or damage arising from Inovatia's performance, whether by negligence, breach of contract, or otherwise, shall not exceed the amount paid or payable by the client for work leading to the claim. Inovatia Laboratories, LLC, shall not be held liable for any loss or damage resulting from any failure or delay in performance beyond the reasonable control of the company, including but not limited to: acts of God; actions of the customer; act or order of any governmental authority; natural disaster; accidents; acts of terrorism; war; or acts of suppliers, shippers, and transporters.

Hold Harmless

The clients/customers of Inovatia Laboratories, LLC, shall indemnify and hold harmless the company, its officers, owners, agents, employees, assigns, and subcontractors from and against any and all claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines and/or other costs arising from the following: (including but not limited to) the presence of hazardous materials in any sample regardless of the information provided in the manifest; events that occur during the transport of a sample; customer promulgated events or delays which are beyond the reasonable control of Inovatia Laboratories, LLC; and negligence by the customer in the use, evaluation, or application of results provided by Inovatia Laboratories, LLC.

Confidentiality

Inovatia Laboratories, LLC, maintains strict confidentiality with all of its clients. If requested, a standard confidentiality agreement may be executed. The obligation of confidentiality does not apply when disclosure of information is required by law, regulation, or court order. Likewise, the client agrees to respect all such relationships of

trust. Under no circumstance will the client use Inovatia's name and/or data in a manner that may cause harm to the company's name and/or reputation. The name of Inovatia Laboratories, LLC, is not to be published alone, or in association with, any other party without first obtaining written consent.

Sampling Supplies

Sampling bottles, labels, coolers/shipping containers, sampling protocol, and chain of custody forms are available, provided the samples are to be analyzed by Inovatia Laboratories, LLC. Shipping services will be provided at an additional charge. Inovatia will not accept responsibility for the risk of damage to or loss of samples during shipment and will have no responsibility or liability for the action or inaction of any carrier shipping samples to or from the laboratory.

Sample Retention

Samples are retained for varying lengths of time depending on their stability and the amount of storage space required. In many cases, the recommended holding time governs the amount of time the sample is stored. Special storage or disposal requirements must be provided by the client prior to delivery of samples.

Sample Re-Check Policy

In the event a test result is questioned by the customer, the subject sample will be re-analyzed after a QA/QC review. No charge will be assessed unless the re-check result lies within the standard tolerance for the procedure in question.

Hazardous Waste Samples

Complete written disclosure of the suspected or known presence of hazardous materials in any sample must precede or accompany its delivery to the laboratory. It is the customer's responsibility to package, label, and transport samples of hazardous materials in accordance with applicable laws. Samples containing hazardous materials may be returned to the sender for disposal.

Subcontract Policy

Inovatia Laboratories, LLC, reserves the right to subcontract the analysis of any sample delivered to its facility. When circumstances require, the customer will be notified prior to the order for analysis or as soon as the need to subcontract becomes apparent. Only laboratories with approved QA/QC programs will be utilized.

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