

STANDARD TERMS AND CONDITIONS

ACCEPTANCE OF TERMS AND STANDARDS These Standard Terms and Conditions constitute the entire agreement between the parties, and supersede any previous terms and conditions between the parties or prior course of dealing. Unless otherwise expressly agreed to in writing by MWH Laboratories and Client, nothing shall be deemed to affect or to modify, amend, or discharge any provision or term of this Agreement, and any terms different than those specified herein are expressly rejected.

CREDIT TERMS Payment in advance is required for all clients until a credit account has been established with MWH Laboratories. For those clients with an established credit account, payment is due upon receipt of the invoice. Checks should be made payable to MWH LABORATORIES, and should include the invoice number(s) to insure proper credit to your account. Commencing 30 days after date of original invoice, simple interest at the rate of eighteen percent (18%) per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice and shall terminate upon date of payment. Samples will be accepted for analysis only when accompanied by a valid purchase order (for clients with an established credit account) or advance payment. Reports may be held if payments are past due. No contracts contingent upon payment from a third party will be accepted.

MINIMUM CHARGE There is a minimum \$250 charge per work order for analytical services performed by MWH Laboratories which will be applied for clients not having contracts or acceptable purchase orders in place. A minimum charge of \$100 per work order will be applied for all purchase orders of less than \$5,000.

RUSH ANALYSES Rush analyses are available for an additional charge and must be arranged in advance. If, for unforeseen reasons, the rush turnaround time cannot be met, the normal price will apply.

PRICE QUOTATIONS Extra preparation required for samples with problem matrices or special report deliverables will incur additional charges. All work will be performed at the written quotation price or, in the absence of a written quotation price, at the MWH Laboratories' current fee schedule.

CHAIN-OF-CUSTODY Each order requiring full chain-of-custody procedures will be charged a minimum of \$50 for paperwork and handling. In conformance with EPA's NEIC guidelines, samples are under lock and key at all times and a signatory document is kept to document integrity under this program.

TURNAROUND TIME A guaranteed turnaround time is available if arrangements are made in advance and samples arrive at the time previously arranged. Rush analyses are available and will be charged according to agreed upon prices in writing. MWH Laboratories' standard turnaround time for analyses averages fifteen to twenty working days.

SAMPLE BOTTLES MWH Laboratories will provide site specific sampling kits and shipping containers free of charge to clients within the conterminous US with sufficient advance notice. The cost of shipping is borne by MWH Labs as part of this contract. However, due to the cost of coolers and cooler packs, we add a charge to your invoice for the sampling kits and containers. This amount will be credited to your account once the kits and containers are returned. The kits/containers include an insulated, leakproof shipping container; QA controlled, pre-cleaned, labeled bottles, with preservative; leakproof coolant material; packing material; sampling instructions if requested; and a work order. They are shipped to clients by UPS or Fed Ex 3 day with minimum 5 working day notice. Return shipments to the laboratory must be freight prepaid unless otherwise arranged. Extra sample bottles requested, but not used, may be charged to the client at \$5-\$10 per bottle. Rush or courier services for shipping bottles to clients is available at additional cost.

PICK-UP AND DELIVERY MWH Laboratories can, at client's request, arrange for the pick-up and delivery of samples.

SAMPLE SUBMISSION When samples are submitted for analysis, the samples should be accompanied by analytical instructions written on the client's letterhead or company purchase order. The following minimum information is to be provided by the client: - Client name, address, and phone number. - Number and type of samples. - Analysis requested for each sample - Sample site identification. - Date and time of sampling. - Date results are needed. (Rush samples require prior arrangement.) - Billing information, including Purchase Order -Number or authorization and contact name. Sample analysis is subject to acceptance of samples by MWH Laboratories.

QA DATA PACKAGES MWH Laboratories will provide up to three levels of QA packages. Level 1 includes results and summary QC Data. Level 2 includes raw data and/or matrix specific QC. Level 3 consists of CLP equivalent data and documentation.

SAMPLE COMPOSITING In some cases, the client may require a composite sample analysis. The charge for compositing samples is \$10 per bottle.

HOLDING TIMES MWH Laboratories will not be responsible for holding times that are exceeded because samples are delivered on weekends or after 5 p.m. on weekdays without prior notification and acceptance. Standard holding times and storage conditions are listed separately. For analyses with holding times of 14 days or less, samples must arrive within 96 hours to allow us to meet holding times without applying a rush surcharge. For short holding times (7 days or less), samples must arrive at the lab within 48 hours of sampling to insure that they can be met. For holding times of 48 hours or less, same day delivery is required to guarantee holding times unless pre-arranged and agreed upon. All holding times shown are those in effect as of the publication date of this agreement and are subject to change without notice. Where holding times are not promulgated, recommended holding times have been listed.

SAMPLE RETENTION All samples are retained for a minimum of 30 days after analysis is complete or the duration of the holding time, whichever is less. Sample storage for longer periods is by request only. Pre-arranged long term storage will be charged at a rate of \$50/week for up to six (6) months. Samples to be archived prior to analysis will be charged at a flat minimum rate of \$50/week per work order. Samples will be discarded at the end of the pre-arranged storage time.

SAMPLE DISPOSAL Charges for sample disposal of hazardous samples will be \$10/sample and may be applied to all samples to cover the increased cost of disposal of samples and standards. Extremely hazardous or radioactive samples will be returned to the client.

ARCHIVED REPORTS MWH Laboratories maintains report files on the premises for the current and previous year. Retrieval of archived reports will be charged a minimum fee of \$75.

METHOD REFERENCES Method references are MWH Laboratories' version of EPA or Standard Methods 19th, 20th or 21st Edition methods as specified by our Quality Assurance Manual or SOPs or regulations. Methods may change for some compound groups as MCLs are proposed, new methods are specified, or interferences require use of a special method. Method reference numbers without a letter prefix are adaptations of EPA methods; SM refers to Standard Methods; ML methods are MWH-developed test procedures; and SW refers to adaptation of SW846, 2nd or 3rd Editions and updates.

SUB-CONTRACTING Analyses not listed herein that require sub-contracting will be charged for the cost of the analysis + \$25 / sample or cost plus 15%, whichever is greater.

LIMIT OF LIABILITY MWH Laboratories will perform the services in accordance with the normal standards of workmanship in the profession. Where applicable, MWH Laboratories will use analytical methodologies which are in substantial conformity with U.S. Environmental Protection Agency (EPA), state agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, or other recognized methodologies. MWH Laboratories reserves the right to deviate from these methodologies if necessary or appropriate due to the nature or composition of the sample or otherwise based on the reasonable judgment of MWH Laboratories. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or MWH Laboratories' Standard Operating Procedures. The total liability of MWH Laboratories, its directors, officers, agents, employees or successor to the Client arising out of or in connection with the services to be provided herein shall not exceed the invoiced amount for said services. Client's acceptance of a work order and/or proposal releases MWH Laboratories from any liability in excess of the invoiced amount for the services notwithstanding any provision to the contrary in any client purchase order or contract. In no event shall MWH Laboratories be liable for any special, indirect, or incidental or consequential damages of any kind, including without limitation damages with respect to loss of income, compensation or prospective profits, or any loss with respect to business reputation or good will or arising from other parties (including, without limitation, product liability claims). Any laboratory reports or services are intended strictly for the benefit of Client, and MWH Laboratories is not responsible for use, dissemination or disclosure of the information associated with the services hereunder, or any unintended or unauthorized use by any third party.

ADDRESS AND HOURS MWH Laboratories is located at 750 Royal Oaks, Suite 100, Monrovia, CA 91016 (626) 386-1100. Our FAX number is (626) 386-1101. Normal working and sample receiving hours are 8:00 am to 5:00 pm, Monday through Friday. Saturday delivery is available if arranged in advance through our Client Services Group, at (626) 386-1100. Extensive additional information on available services is available on our website: www.mwhlabs.com

