

Edward S. Babcock & Sons, Inc. Environmental Laboratories
Terms & Conditions

COMPANY INFORMATION

E.S. Babcock & Sons, Inc. (ESB) provides accurate analysis of drinking water, wastewater, groundwater, storm water, soils and hazardous materials. Founded in 1906, Babcock Labs has provided analytical services for over 100 years. ESB combines comprehensive environmental testing services with personalized service to handle all of your environmental testing needs. ESB retains the following certifications: NELAP #02101CA, California ELAP #2698. For specific method and analyte certification information, click "Qualifications" on our website at www.babcocklabs.com.

PAYMENT TERMS AND CONDITIONS

Prepayment is required for all first time clients. Payment terms are net 30 days of invoice date, upon approved credit. A finance charge of 1.5%/mo (18% annually) will be applied to all unpaid balances 30 days past the due date. The minimum charge is \$10. Delinquent accounts will be on a prepayment/C.O.D. basis only. Past Due under this contract is not dependent upon receipt of payment by clients' third party and/or user, and client is solely responsible for timely payment of all invoices notwithstanding payment or non-payment by any said third party and/or user.

AVAILABLE SERVICES

Courier services, sample bottle kits, Chain of Custody forms, seals & labels.

REPORTING

A Standard QC package, when requested, may contain any combination of the following: Method Blank (MB), Lab Control Sample (LCS), Lab Control Sample Duplicate (LCSD), Matrix Spike (MS), Matrix Spike Duplicate (MSD), Sample Duplicate (DUP), and/or Surrogate (SURR). Electronic deliverables can be provided for a nominal fee.

SPECIAL NEEDS, CHARGES

An \$80 minimum charge per submission applies. Extra charges may apply for rush analysis, special sample preparation, non-typical report format, or other non-typical customer requests or needs. Prices are based on the estimated quantities. Should the Scope of Work change, contact ESB for price verification. Additional charges may be assessed for Trip Blank analysis and samples requiring multiple dilutions due to client specific reporting requirements.

SAMPLE SUBMISSION

Before submitting a sample, new clients must fill out a New Client Information form.

Results only apply to the samples submitted.

When submitting a sample the following paperwork must be submitted.

Chain of Custody: Include sample identification, name and address, telephone and fax numbers, written instructions or list of analyses to be performed, email address, date and signature.

Price Quote: A copy of the official price quote (if obtained) must be submitted with the sample.

Samples must be submitted on ice and in the proper containers to help maintain the integrity of the sample.

All samples must be clearly labeled and identified. Instructions must be included with the sample, not separately.

ESB reserves the right to refuse samples at its discretion.

Sample turnaround time is 7-10 working days from the date of sample receipt. Standard turnaround time for hardcopy results is 5 working days from the date of verbal/email/fax results. RUSH analyses are available and should be arranged in advance.

SUBCONTRACTED ANALYSIS

Should instrumentation problems, special methods, or circumstances out of the laboratory's control occur, the project may be subcontracted to a State certified subcontract lab. Additional charges may be incurred. In addition, prices for subcontracted analysis are subject to change. Please contact your Project Manager prior to sample submittal to verify pricing and turnaround time.

SAMPLE DISPOSAL

If a sample is contaminated, either the client may take custody of the sample, or ESB will arrange for proper disposal and bill the client directly.

POLICIES

ESB's liability for any service rendered or test performed on behalf of a client is limited to the amount ESB has been paid by the client for that particular test or service. ESB will not be liable for any consequential damages allegedly sustained by the client as a result of or in connection with a test or service performed by ESB. Under no circumstance shall ESB's liability arising from or in connection with the performance of a test or service exceed the amount it was paid for that test or service. Repeat Analyses: ESB may repeat analyses per the client's request. If the repeat analyses results confirm the original results, the client may be charged for the duplicate testing. ESB may at its sole discretion destroy any and all materials in conjunction with the services rendered pursuant to this contract after a period of seven (7) years from the date that services were last provided by ESB to the client. It is the client's responsibility to advise ESB of any pending litigation that may require retention of records.

I have read and agree to the Terms and Conditions listed above.

Signature: _____

Date: _____

Company Name: _____

Phone Number: (____) _____