

Arch Science Associates Analytical Request Form

Date Sent _____

Arch Science Associates, LLC

123 North Main Street

Dublin, PA 18917

Phone: 215-249-1309

Placement of an order for analytical services constitutes acceptance of the STANDARD TERMS AND CONDITIONS appended to this form.

Submitter Information:

Billing Information (If different):

Contact Person: _____

Contact Person: _____

Company Name: _____

Company Name: _____

Address: _____

Address: _____

Phone #: _____

Phone #: _____

E-mail Address: _____

E-mail Address: _____

PO#: _____

PO#: _____

Signature: _____

Signature: _____

Sample Description	ID or Lot#	Analysis Requested	Levels Expected	Units
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RUSH ORDERS: Call ahead for availability. Surcharges will apply.

Standard Terms and Conditions (2014)

All services provided by Arch Science Associates (“ASA”) are subject to the terms and conditions stated herein. As our client, you (“Client”) understand and agree that placement of any order for our services constitutes acceptance of the terms and conditions stated herein. To the extent that any Client order contains any terms or conditions that vary from the terms and conditions stated herein, all such additional or varying terms and conditions shall be of no force or effect, and shall not be part of the Client-ASA relationship or contract, even if ASA performs the requested service.

CONFIDENTIALITY: Confidentiality is maintained in all interactions with Clients. Appropriate confidentiality agreements are signed willingly. If information is subpoenaed and released through the operation of any judicial, regulatory, or similar process, the Client is notified. In turn, the Client agrees to respect this relationship of trust. The Client agrees it will not use ASA’s name or data in any manner which might cause harm to ASA’s reputation and/or business. Under no circumstances is the name of ASA to be published, either alone or in association with that of any other party, without prior written approval.

BILLING and PAYMENT TERMS: All fees or bills are charged directly to the Client, unless a third party has been authorized via a signed statement indicating payment responsibility. It is assumed that the paperwork submitted with a sample describes the testing desired. If changes are made after the originally requested testing is initiated or completed, the Client must accept payment responsibility. Please notify ASA immediately if changes in testing are necessary. Payment terms are Net 30 days. Prices are subject to change without notice.

SAMPLE SUBMISSION: Sample submission should be made on an ASA “Analytical Request Form”. Please include all information requested. Ship samples according to the ASA “Sample Shipping Instructions”. Samples will typically be held for one (1) month, except: (1) where samples have been utilized for testing and thereby consumed; (2) where micro samples are destroyed; (3) where suspect samples are autoclaved; (4) where samples are returned early at the request of the Client; (5) where storage will compromise the integrity of the sample; or (6) where circumstances exist that prevent samples from being held for the typical one (1) month time period.

HAZARDOUS SUBSTANCES AND PATHOGENS: Any sample containing or suspected to contain a pathogen or substance that is considered hazardous must be clearly identified as such on the container and communicated to ASA before shipping. ASA reserves the right to refuse any sample which may pose a risk to employees.

ANALYSIS: ASA strives to provide a ten to fifteen (10-15) working day turnaround. Rush analysis is offered contingent upon pre-notification and approval of ASA. Rush fees will vary with different turnaround time frames. ASA reserves the right to outsource an analysis entirely at ASA’s expense and without prior notification to Client.

RECHECK ANALYSES: Rechecks performed at the Client's request may be charged to the Client if the recheck confirms the original results. In the event the recheck results significantly differ from the original result, the Client will not be charged for the duplicate assay.

LITIGATION: All costs associated with litigation or dispute, including compliance for all document subpoena, or oral or written testimony or preparation of same, or for any other purpose related to work provided by ASA in connection with analyses/reports performed/completed for the Client, shall be paid by the Client. Such costs include, but are not limited to, hourly charges, travel, accommodations, mileage, counsel, and all other expenses associated with said litigation or dispute.

WARRANTY AND LIMITS OF LIABILITY: ASA warrants that all services will be performed in a timely manner by competent personnel. 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. Any services performed by ASA under proper technical direction by Client, which are determined by Client to have been performed improperly in light of the above warranty, and which after investigation by ASA are acknowledged in writing by ASA's Managing Director to have been performed improperly, shall be corrected by ASA without charge to Client, provided that Client provides ASA with a written request for such correction within two (2) months after Client knew or should reasonably have known of the problem. In no event will ASA be liable for any indirect, consequential, incidental, punitive, or special damages or for acts of negligence that are unintentional in nature, including, without limitation, damages for lost profit, business interruption, or other pecuniary loss, regardless of whether ASA has been advised of the possibility of such damages. Client further understands and agrees that ASA's total liability for damages relating to, or arising in connection with, any services provided hereunder, regardless of the form of action or theory of recovery shall not exceed the greater of \$500 or the amount paid by the Client for the particular analytical service. ASA accepts no legal responsibility for the purpose for which the Client uses the test results or reports, or for any consequence of such use. ASA provides no guidance regarding and accepts no legal responsibility for the purpose for which the Client uses the test results or reports, and shall have no legal responsibility for any consequence of such use. Client agrees to indemnify and defend ASA from all claims, damages, liabilities, and expenses relating to Client's use of ASA's services or Client's marketing, distribution, sale, or other dissemination of Client's products or services. The allocations of liability in this WARRANTY AND LIMITS OF LIABILITY section represent the agreed and bargained-for understanding between the Client and ASA. ASA's fees for the services provided hereunder reflect such allocations.

SAMPLE COLLECTION/PREPARATION

The accuracy of your results is dependent on the proper sample collection and preparation.

1. Collect a sample which is well-blended and homogeneous.
2. Include specific grinding, handling, or compositing instructions with the order.
3. Include sample matrix/composition descriptions and estimates on the submittal form.
4. 200 grams of each sample is needed unless customer has limited amount of sample.

SAMPLE SHIPPING INSTRUCTIONS

To insure the integrity and security of samples sent to ASA, we ask that our customers observe the following guidelines:

1. Secure each sample in its own container. Seal each sample package completely so that no leakage will occur. This is very important to prevent cross-contamination.
2. Use packaging materials that are strong enough to travel without damage or leakage.
3. Ship samples that are normally refrigerated in a cooler with ice or blue ice and send by overnight delivery. Please mark "refrigerate" on the outside of the package to assure continuous refrigeration.
4. Label each sample individually with the identification you would like included on the final report.
NOTE: Do not use magic marker for labeling pesticide or solvent residue samples.
5. Enclose an ASA Analytical Request form with sample identifications, purchase order number, and analyses you would like performed on each sample.
6. If you would like the samples or shipping coolers sent back to you, please provide your UPS or FedEx shipping # or include a return label.

Please ship samples to:

Sample Submission Dept.

Arch Science Associates, LLC

123 North Main Street

Dublin, PA 18917