

**NEILSON RESEARCH CORPORATION (NRC)
STANDARD TERMS AND CONDITIONS**

Unless otherwise agreed in a formal contract, services provided by NRC are expressly limited to the terms and conditions stated herein.

Confidentiality: Strict confidentiality is maintained in all of our dealing with clients. Confidentiality agreements, therefore, are signed willingly. In any instance where information is subpoenaed and must be released to a regulatory or legal body, the client is promptly notified. Likewise, the client agrees to respect all such relationships of trust. Client agrees not to use NRC's name and/or data in any manner which might cause harm to the company's reputation and/or business.

Payment Terms: Payment in advance is required for all clients except those whose credit has been established with our company. For clients with NRC-approved credit, payment terms are net balance due 30 days from the date of invoice, after which time a 1½ % per month late charge is added to all unpaid balances. NRC has the right to ask for payment in advance if the established payment terms are not adhered to. In the event of default in payment for services rendered, the client is responsible for reasonable collection charges including any court costs and attorney's fees incurred by NRC.

Billing: All fees are charged or billed directly to the client. The billing of a third party is not accepted without a signed statement in which the third party acknowledges and accepts payment responsibility. (*Note: NRC is not responsible for re-collecting samples whose holding times have been exceeded due to late or unauthorized requests for third-party billing*). It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to NRC in writing. However, if changes are made after the originally requested testing is initiated or has been completed, the client must accept payment responsibility. We cannot be responsible for holding times that are exceeded due to such changes. Please send all requests for changes marked: "Client Service—URGENT!" Our fax number is (541) 770-2901.

Fee Discounts: Economy-of-scale discounts are available and are determined by the number of samples and the nature and spectrum of the requested analyses. For established clients, discount rates are reevaluated annually, and a new rate is applied to future invoices based upon the previous year's volume of work, type of analyses, ease of scheduling, and work continuity. For clients with intermittent analytical needs, discounts may be extended based upon the quantity of work submitted **at one time** (\$1000 - \$4900 = 5/10 net 30, \$5000+ = 10/10 net 30). All discounts are contingent upon meeting payment terms. NRC reserves the right to drop discounts on late payments. No discounts apply to services provided by hourly rate, supplies, equipment used, subcontractors, etc.

Rush Analyses: A surcharge is added to the list fee if rapid turnaround time (TAT) is requested. The surcharge for rush TAT will be List x 1.5 for 5-day TAT, List x 1.75 for 3-day TAT, List x 2 for 1-2 business days, and List x 3 for weekends and holidays. Standard TAT is 10 working days. Rush analysis service is contingent upon laboratory workload and must be prearranged with NRC. However, any sample delivered after 3:00 p.m. will not be entered in to our rush analyses handling system until the next business day.

Hazardous Materials/Substances/Wastes: Unused portions of samples found or suspected to be hazardous according to state or federal guidelines shall be picked up by the client upon completion of the analytical work. The cost of returning the sample or for disposal shall be invoiced to the client. The sample and portions thereof remain the property of the client at all times. (*Note: For the protection of laboratory personnel, samples which might present health hazards, such as those containing high levels of toxic materials, must be clearly marked and identified.*)

Reports: NRC prohibits use of its name in connection with any unauthorized conclusions based on its reports without its prior written consent.

Special Reports: Additional charges may be necessary for customized reports which differ significantly from the NRC format. No reports or copies thereof will be sent to anyone other than the client unless the client formally requests us to do so in writing.

Litigation: All costs associated with compliance to any subpoena for documents, for testimony in a court of law, or for any other purpose relating to work performed by NRC, in connection with work performed for that client shall be paid by the client. Such costs shall include, but are not limited to, hourly charge for persons 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 as 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. 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 the company which includes any condition that varies from this Standard Terms and Conditions, and NRC hereby objects to any conflicting terms contained in any acceptance or order submitted by client.

Retention of Samples: After the analytical results have been reported to the address indicated on the reverse of this form, samples are routinely retained in our storage facilities according to the following schedule. Hazardous samples will be picked up by the client or returned to the client immediately after analysis. Prior arrangements must be made if samples are to be held for periods longer than those indicated. NRC may charge a monthly fee for long-term storage. Unrefrigerated long-term storage is available at \$10.00 per sample per month.

Sample type	Retention Time
Hazardous None	(Client deliver and pick up)
All other samples	1 month

(Note: Water tested for Total Coliforms is discarded immediately after the analysis)

Retention of Reports: After analytical results have been reported to the client, NRC shall retain copies of such analytical reports for a minimum of five years. If a client requests additional copies of such analytical reports during the retention period, an additional charge will apply for the preparation and printing of such reports.

Sample Containers/Sample Collection: We will provide and ship the appropriate sample containers to our clients to return to NRC for analysis, at no charge, via non-priority shipping status. Clients requesting overnight or rush delivery of sample containers will be invoiced for the associated charges. NRC personnel are available for the on-site collection of samples and can explain sample collection procedures and techniques to clients. It is the responsibility of the client to ensure proper sampling and to bear the cost of delivering samples to the laboratory under the proper storage/preservation conditions. We cannot be held responsible for sample integrity unless the sampling has been performed by a member of our staff.

Analytical Service Orders: Requests for analytical services may be made by telephone, fax, or in writing. The client must confirm all requests for services in writing. We cannot be responsible for holding times that are exceeded for samples delivered on weekends or after 5:00 p.m. on weekdays if delivery is made without prior notification and approval. NRC reserves the right to refuse to proceed with an analytical request if the client fails to provide acceptable written analytical request or to establish a customer credit agreement.

Prior to submission of environmental samples, the client should develop an appropriate QA/QC plan. This plan should identify, among other items the intent of the project, sample collection and preservation requirements, types of QC samples that are required (e.g. matrix spikes, matrix spike duplicates, field blanks, transfer blanks), laboratory analyses/methods to be performed, minimum data reporting requirements and required sample TAT. This plan should be submitted to NRC prior to sample submission. Unless such a plan is submitted, NRC shall not be responsible for project-specific QA/QC requirements. NRC personnel can assist in the preparation of project QA/QC plans.

Additional QC samples which might be requested, and which we consider "project-specific," are billed at the applicable unit price for the test(s). Such additional charges will apply to project-specific QA/QC samples for batches with fewer than ten samples, and to field/trip/transfer QA/QC samples. Samples with multiple phases (e.g. water/oil) will have each phase processed, analyzed, and billed as a distinct entity unless instructions accompanying the sample specify otherwise.

When requested, NRC may release verbal or fax results in advance of the written report of results. Such results are only tentative and are subject to subsequent confirmation or modification during standard NRC QA/QC review procedures.

Severability: If in any judicial proceeding, a court shall refuse to enforce all the provisions stated above, the scope of any unenforceable provision shall be deemed modified and diminished to the extent necessary to render such provision valid and enforceable. In any event, the validity or enforceability of any such provision shall not affect other provisions stated above, and the terms and conditions shall be construed and enforced as if such provision had not been included.

Submission of samples is deemed acceptance of the terms and conditions stated above.