



*Unless otherwise agreed to in a written contract, all services provided by NRC Labs are subject to these Standard Terms and Conditions.*

**CONFIDENTIALITY**

NRC Labs maintains strict confidentiality in all client relationships and willingly enters into confidentiality agreements when requested. If NRC Labs is legally required to release client information pursuant to a subpoena, court order, or regulatory requirement, the client will be notified unless prohibited by law. Clients are also expected to respect the confidential nature of their relationship with NRC Labs and may not use NRC Labs' name, reports, or data in a manner that is misleading or could reasonably harm the company's reputation or business.

**PAYMENT TERMS**

Payment in advance is required unless credit terms have been established and approved by NRC Labs. For clients with approved credit, payment is due within 30 days of the invoice date. Past-due balances are subject to a late charge of 1.5% per month. NRC Labs reserves the right to require advance payment if established payment terms are not met. In the event of nonpayment, the client is responsible for reasonable collection costs incurred by NRC Labs, including court costs and attorney fees.

**BILLING**

All fees are billed directly to the client unless third-party billing has been approved in advance. Third-party billing requires written acknowledgment from the third party accepting responsibility for payment. NRC Labs relies on the information and instructions provided with each sample to determine the requested testing. Changes to the requested analyses or testing protocol must be submitted to NRC Labs in writing. If changes are requested after testing has begun or been completed, the client remains responsible for all charges associated with the original and revised testing. NRC Labs is not responsible for missed holding times resulting from late changes or unauthorized third-party billing requests. Urgent changes should be clearly identified and submitted to Project Management as soon as possible.

**RUSH ANALYSES**

Rush turnaround is available when laboratory capacity allows and must be arranged with NRC Labs in advance.

Rush surcharges are based on the standard list price:

5-business-day turnaround: 1.5× list price

3-business-day turnaround: 1.75× list price

1-business-day turnaround: 2.5× list price

Same-day turnaround: 3× list price

Weekend or holiday turnaround: 3× list price

Standard turnaround time is generally 10 business days unless otherwise specified.

Samples received after 3:00 p.m. may not be entered into rush processing until the following business day.

**HAZARDOUS MATERIALS, SUBSTANCES, AND WASTES**

Clients must clearly identify samples known or suspected to contain hazardous materials or unusually high concentrations of toxic substances so NRC Labs can take appropriate precautions to protect laboratory personnel. Unused portions of samples determined or suspected to be hazardous under applicable state or federal requirements remain the property of the client. The client may be required to arrange for their return or disposal. Any costs incurred by NRC Labs for return shipping, handling, or disposal will be billed to the client.

**REPORTS**

NRC Labs reports and data may not be used in connection with unauthorized, misleading, or unsupported conclusions attributed to NRC Labs without prior written consent.

**SPECIAL REPORTS AND THIRD-PARTY DISTRIBUTION**

Additional charges may apply for customized reports or deliverables that differ significantly from NRC Labs' standard reporting format.

Reports, results, or copies will not be released directly to a third party without authorization from the client, except when disclosure is required by law or an applicable regulatory requirement.

**LITIGATION AND LEGAL REQUESTS**

The client is responsible for reasonable costs incurred by NRC Labs in responding to subpoenas, providing testimony, producing records, or otherwise participating in legal proceedings related to work performed for that client. These costs may include employee time, document preparation, travel, lodging, mileage, attorney fees, preparation for testimony, legal consultation, and other reasonable expenses associated with the matter.

**WARRANTY AND LIMITATION OF LIABILITY**

NRC Labs warrants that analytical services will be performed in accordance with applicable laboratory procedures and quality requirements and that reported results apply to the sample as received and tested. Except for this express warranty, NRC Labs disclaims all other warranties, whether express or implied, including warranties of merchantability or fitness for a particular purpose. NRC Labs is not responsible for decisions, conclusions, or actions taken by the client or any third party based on analytical results. Unless specifically agreed to in writing by an authorized representative of NRC Labs, no purchase order, work order, or other client document may modify or supersede these Standard Terms and Conditions. NRC Labs expressly rejects conflicting or additional terms contained in client purchasing or ordering documents.

**SAMPLE RETENTION**

After analytical results have been reported, NRC Labs retains samples according to the following schedule:

Hazardous samples: No routine retention. The client is responsible for arranging delivery and pickup.

All other samples: 30 days

Samples analyzed for Total Coliforms are discarded following completion of the analysis.

Arrangements must be made in advance if samples need to be retained beyond the standard retention period.

Additional storage fees may apply.

**RECORD RETENTION**

NRC Labs retains analytical reports and associated laboratory records in accordance with applicable regulatory, accreditation, and record-retention requirements. Copies of previously issued reports may be requested from NRC Labs during the applicable retention period. Additional charges may apply for extensive record retrieval or customized document requests.

**SAMPLE CONTAINERS AND SAMPLE COLLECTION**

NRC Labs can provide appropriate sample containers and bottle kits for samples intended for analysis by NRC Labs. Charges may apply for sample containers, bottle kits, shipping, delivery, and other related services. NRC Labs also offers sample collection services for an additional fee. Sampling services are subject to availability, project requirements, and location. When samples are collected by the client or another party, the client is responsible for proper sample collection and for ensuring that samples are delivered to the laboratory within applicable holding times and under appropriate preservation, temperature, and storage conditions. NRC Labs cannot guarantee the integrity or representativeness of samples collected by others.

**ANALYTICAL SERVICE REQUESTS**

Requests for analytical services must include sufficient written documentation identifying the samples, requested analyses, and any applicable project requirements. NRC Labs is not responsible for missed holding times or other sample-related issues resulting from samples delivered outside normal business hours without prior notification and approval. NRC Labs reserves the right to delay or decline analytical services when adequate testing instructions have not been provided, required project information is incomplete, or appropriate billing or credit arrangements have not been established.

**PROJECT-SPECIFIC QA/QC REQUIREMENTS**

Clients are responsible for communicating project-specific quality assurance and quality control requirements to NRC Labs before samples are submitted.

When applicable, project documentation should identify requirements such as:

- Project objectives
- Sample collection and preservation requirements
- Required field and laboratory QC samples
- Analytical methods
- Reporting limits or other data quality requirements
- Electronic or customized reporting requirements
- Required turnaround time
- Other project-specific requirements

NRC Labs is not responsible for project-specific QA/QC requirements that are not communicated prior to sample submission. NRC Labs Project Management staff can assist clients with identifying laboratory requirements and coordinating project-specific analytical needs. Additional project-specific QC samples requested by the client will be billed at the applicable unit price for the analysis. Additional charges may apply to field, trip, transfer, or other project-specific QC samples. Samples containing multiple distinct phases, such as water and oil, will have each phase processed, analyzed, and billed separately unless written instructions provided with the sample specify otherwise.

**PRELIMINARY RESULTS**

At the client's request, NRC Labs may provide preliminary analytical results before issuance of the final laboratory report. Preliminary results have not necessarily completed NRC Labs' full quality assurance and quality control review and are subject to verification, revision, or qualification before the final report is issued. The final laboratory report supersedes any preliminary results previously provided.

**SEVERABILITY**

If any provision of these Standard Terms and Conditions is determined to be invalid or unenforceable, that provision will be modified only to the extent necessary to make it valid and enforceable. The remaining provisions will continue in full force and effect.

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