



CONFIDENTIAL CREDIT APPLICATION

BILLING INFORMATION

Company Name			Tax ID #	
Address				
City		State	Zip	Phone
Billing Contact	Fax		Email	
Charge Credit Card #		Exp Date	PO Required	Yes No

REPORTING INFORMATION (check if same as Billing Information)

Preferred method for receiving reports: <input type="checkbox"/> Email <input type="checkbox"/> Fax				
Report Contact		Fax		Email
Address				
City		State	Zip	Phone

COMPANY INFORMATION

Business Form <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship			State Incorporated in	
Type of Business			In Business Since	
Website		D&B #		

NAMES OF OWNERS, PARTNERS, CORPORATE OFFICERS

Name	Title	Phone
Name	Title	Phone
Name	Title	Phone

REFERENCES

Company	Company	Company
Account	Account	Account
Contact	Contact	Contact
Address	Address	Address
Phone	Phone	Phone
Fax	Fax	Fax
Bank Name		
Checking Account #	Contact Name	Phone
Address		

Applicant hereby authorizes the release of credit and banking information. Standard payment terms are NET 15. A finance charge of 1.5% will be assessed to all invoices not paid within 30 days. Should it be necessary to collect on the account, the prevailing party shall, in addition to our Terms and Conditions and all rights of the law, be entitled to recover its reasonable attorneys' fees and cost, as a court may determine. By signing this credit application, the client accepts the Terms and Conditions.

*Notice: SGS Forensic Laboratories (SGSFL) may subcontract client samples to other SGSFL locations to meet client requests. Check Here Notice Acknowledged.

Signature Name (Printed) Title Date



TERMS AND CONDITIONS

1. Equipment is shipped via standard 2-day delivery service at Client's expense.
2. Rental period does not include time in transit, up to 2 days each way.
3. Smart Sense systems are intended for screening purposes only, determining variation in the environment. For comparison of results to occupational exposure limits, samples must be collected and sent to the laboratory for accredited analysis.
4. A 2-week minimum rental period will apply for all orders.
5. Orders can typically be filled within 5 days, but additional preparation time may be required based on your order.
6. Cancellation clause: If your project is delayed or canceled, equipment rental fees will still apply.
7. Local sales tax will apply and is not included in this quote.
8. All prices are displayed in US Dollars.
9. Total cost quoted does not include applicable shipping fees.
10. Client is responsible for all shipping fees other than FedEx shipping of media only. Every attempt will be made to ship from the closest location when possible.
11. Subcontracted analyses are subject to extended turnaround times without SGS Forensics knowledge or approval. Turnaround time begins when the subcontractor receives the samples from SGS Forensic.
12. Blanks are billed at sample pricing.
13. Payment terms are NET30.

SGS Forensic Laboratories is fully accredited by the American Industrial Hygiene Association (AIHA #101762), the National Voluntary Laboratory Accreditation Program (NVLAP #101459-0), and the California Department of Health Services (Cal-DPH ELAP #1202). Our newest accreditation is with A2LA (3651.01) for the identification of bacteria. The asbestos, metals and mold laboratories are also successful participants in the PAT, ELPAT, and EMPAT programs and maintain a rigorous in-house QA/QC program to ensure our clients are receiving the most accurate and legally defensible results possible.

Quotations

Quotations are valid for 30 days. By accepting this quote, or by submitting samples for analysis, you confirm you agree with the SGS Terms & Conditions of Service (<http://www.sgs.com/en/terms-and-conditions>) as well as the Terms outlined below.

Change Orders

Samples will be analyzed and invoiced according to the Chain of Custody (COC). The COC is considered a legally binding document. Any requested changes may be subject to additional fees and in some cases will require written client approval. Turnaround Time (TAT) will be reset at the initiation of any change in scope of work. If applicable rush TAT and extraction/prep charges will apply.

Analytical Turnaround Time (TAT)

Unless agreed otherwise, turnaround time for routine analyses is 5 business days from sample receipt in the laboratory (excluding any applicable subcontracted and/or specialty analyses). TAT estimations exclude holidays and weekends. Turnaround time will begin the following business day for samples received by the laboratory after 3:00 PM.

Should samples be received with incomplete, missing or illegible information on the COC, equipment, bottles or jars, the samples will be placed on hold until queries are resolved. TATs will reset and commence once all queries are resolved for the sample submission.

Rush analytical services including same-day analysis is available where test methods do not restrict turnaround time. Rush surcharges are listed above for routine analyses. Please confirm rush feasibility and fees with your Client Project Manager prior to sample submission. SGS will do its best to accommodate rush TAT requests and will invoice rush fees according to turn-around-time achieved by the laboratory. Rush fees may apply for samples received with limited holding time remaining.



Supplies

Routine sampling supplies (i.e. sampling containers, coolers, COCs and packing materials) are not included in the cost of analysis. This includes Terracores, Encores, hermetic sampling devices, Methanol Vials, and filters. Returned unused bottles are not reusable due to QC considerations and will be charged to the client. Sampling supply orders that have been cancelled by the client after they have been prepared will be subject to a cancellation fee.

Sample Disposal

Nonhazardous samples will incur a (per sample ID) environmental disposal fee. Samples of hazardous material that cannot be readily discarded will be subject to an additional hazardous sample disposal fee.

Sample Storage

Routine samples will be stored for 30 days from the completion of analysis, unless arrangements have been made by the client (additional fees apply). Samples which have a limited holding time (i.e. microbiological analysis) will be disposed of weekly. Samples submitted and placed on hold prior to analysis will be charged a sample hold fee (per sample/per day). Should these samples require extraction, rush extraction, or additional preparation prior to being held, SGS will do its best to accommodate the sample/hold time requirements (additional rush, extraction, preparation and hold fees will apply). Samples requiring additional preparation prior to analysis, including but limited to, filtering, digestion, crushing, drying, pulverizing, homogenizing, phase separation or compositing will incur an additional fee. Hermetic sampling devices such as Encores which require additional preparation including splitting will incur an additional fee per set of samplers.

Logistics

Shipping costs of supplies will be the responsibility of the client unless otherwise negotiated. Shipping samples to the laboratory is free with \$250 revenue minimum unless otherwise negotiated. If expedited laboratory courier pickup is requested and is available a rush service fee will be applicable. Should the SGS courier require subsequent pickups (multiple pickups in one day from the same client) an additional courier fee will be applied. Additional fees may apply for pickups outside of SGS' routine courier area and on weekends/holidays.

Analysis & Reporting

An e-mailed electronic Sample Receipt Acknowledgement will be sent following sample login and review. Price includes SGS's standard analytical report (pdf and excel). Extended EPA Level III or IV or state-specific data deliverables will incur an analytical surcharge. Additional EDD can be provided for an additional fee, please contact your Client Project Manager for more information. A hard copy report can be provided for an additional fee.

SGS reserves the right to charge for report and/or EDD reissues due to client change requests after reports have been issued. This includes, but is not limited to, changes in sample IDs, reporting requirements, reporting limits, or analyte lists.

SGS reserves the right to add charges beyond the initially quoted prices to recover the costs of additional sample cleanup and instrument downtime caused by extremely contaminated matrices. Clients will be notified of these additional charges prior to submittal of the invoice.

Field QA/QC samples such as project-specific MS/MSDs, duplicates, and replicate blanks considered billable samples.

SGS will do its best to accommodate reanalysis requests by the Client. Reanalysis costs will apply if analysis confirms original result (within acceptable QA/QC RPD criteria of the analysis).

Invoicing

All prices are quoted in USD and do not include applicable taxes. Prices shown are based on sample quantities indicated and can change based on sample quantities submitted. Analysis requested but not quoted will be billed to the client. Payments can be made by credit card (Visa, Amex, and MasterCard), debit card, check (SGS North America Inc.), or by electronic transfer of funds (please contact your Client Project Manager for account information). Standard payment terms are NET 30 days from invoice date. Interest accrued at 1.5%/month on unpaid balances thereafter. SGS retains ownership and rights to all data provided to client prior to payment. Reissuing of invoices and credit memos may incur an additional correction fee. Invoice uploads to client portals, databases or websites may incur an additional fee. Please note that any client-specific payment terms take precedence over SGS standard terms and conditions.

Air & Vapor Analysis & Rental Equipment



All air canisters and rental equipment (including, but not limited to, flow controllers, pressure gauges, T-splitter samplers and/or filters) must be returned within 2 weeks of receipt. If supplies are not returned within 2 weeks an additional per day rental fee applies per piece of equipment. The Client is responsible for broken or damaged equipment (including but not limited to, canisters, valves, flow controllers, pressure gauges, T-splitter samplers and/or filters) and/or additional cleaning fees if returned in exceptionally poor condition. Teflon tubing is not returnable for QC purposes and will be invoiced to the client. Equipment returned unused will be charged a cleaning fee. For batch certified equipment, canister cleaning and order preparation requires 72 hours notice. Individual canister and flow controller cleaning certifications can be accommodated with advanced notice (preferably one week). If ample notice is not feasible for the project, SGS will try to accommodate rush order requests. Additional expedited order preparation fees and expedited shipping fees will apply. Individual cannister and flow controller cleaning certifications can be accommodated. Additional fees apply.

Quality Assurance

SGS uses appropriate and approved analytical test methods. All methods are documented in Quality Manuals and Standard Operating Procedures. SGS reserves the right to deviate from these methods due to the nature of the samples. For information on SGS NELAC accreditation or certifications for specific analytes or methods please refer to the applicable regulatory body or contact your Client Project Manager.

Limited Warranty

In performing work on behalf of a client, SGS relies on its clients to provide instructions on the scope of its retainer and, on that basis, SGS determines the precise nature of the work to be performed. SGS undertakes all work in accordance with applicable accepted industry practices and standards. Unless required under local laws, other than as expressly stated herein, no other warranties or conditions, either expressed or implied, are made regarding the services, work or reports provided.

Reliance on Materials and Information

The findings and results presented in reports prepared by SGS are based on the materials and information provided by the client to SGS and on the facts, conditions and circumstances encountered by SGS during the performance of the work requested by the client. In formulating its findings and results into a report, SGS assumes that the information and materials provided by the client or obtained by SGS from the client or otherwise are factual, accurate and represent a true depiction of the circumstances that exist. SGS relies on its client to inform SGS if there are changes to any such information and materials. SGS does not review, analyze or attempt to verify the accuracy or completeness of the information or materials provided, or circumstances encountered, other than in accordance with applicable accepted industry practice. SGS will not be responsible for matters arising from incomplete, incorrect or misleading information or from facts or circumstances that are not fully disclosed to or that are concealed from SGS during the provision of services, work or reports. Facts, conditions, information and circumstances may vary with time and location and SGS's work is based on a review of such matters as they existed at the particular time and location indicated in its reports. No assurance is made by SGS that the facts, conditions, information, circumstances or any underlying assumptions made by SGS in connection with the work performed will not change after the work is completed and a report is submitted. If any such changes occur or additional information is obtained, SGS should be advised and requested to consider if the changes or additional information affect its findings or results. When preparing reports, SGS considers applicable legislation, regulations, governmental guidelines and policies to the extent they are within its knowledge, but SGS is not qualified to advise with respect to legal matters. The presentation of information regarding applicable legislation, regulations, governmental guidelines and policies is for information only and is not intended to and should not be interpreted as constituting a legal opinion concerning the work completed or conditions outlined in a report. All legal matters should be reviewed and considered by an appropriately qualified legal practitioner.

No Reliance

SGS's services, work and reports are provided solely for the exclusive use of the client which has retained the services of SGS and to which its reports are addressed. SGS is not responsible for the use of its work or reports by any other party, or for the reliance on, or for any decision which is made by any party using the services or work performed by or a report prepared by SGS without SGS's express written consent. Any party that relies on services or work performed by SGS or a report prepared by SGS without SGS's expressed written consent, does so at its own risk. No report of SGS may be disclosed or referred to in any public document without SGS's expressed prior written consent. SGS specifically disclaims any liability or responsibility to any such party for any loss, damage, expense, fine, penalty or other such thing which may arise or result from the use of any information, recommendation or other matter arising from the services, work or reports provided by SGS.

Limitation of Liability

Neither SGS, nor its subcontractors, consultants, agents, officers, directors or employees shall be responsible for any lost revenues, lost profits, cost of capital, or any special, indirect, consequential or punitive damages suffered by the client or any other party in reliance on any SGS work or report. SGS's total liability and responsibility to the client or any other person for any and all losses, costs, expenses, damages, claims, causes of action or other liability whatsoever which do or may result or arise from or be in relation to SGS's services, work (or failure to perform services or work) or reports shall be limited to the lesser of the invoiced



charges for the work performed by SGS or \$20,000. For additional information, please refer to SGS General Conditions of Services located <http://www.sgs.com/en/terms-and-conditions> as well as the Terms outlined above. In the event of a conflict between the terms of this Quotation and the terms of SGS' General Conditions of Service, the terms of SGS' General Conditions of Service shall govern.

DoD Subcontracting Clarification Memorandum

SGS North America utilizes remote staff to perform some laboratory or administrative functions in support of services proposed in this bid document. These staff fall under the definition of "subcontractors" pursuant to sections 4.5.0 and 4.5.10 of DoD QSM v5.3 and the DoD subcontracting clarification memorandum. All remote SGS North America staff that do not work onsite at the primary laboratory facility report to local management and are subject to all training and performance requirements of onsite staff.

GENERAL CONDITIONS OF SERVICE

1. GENERAL

- (a) Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between any of the affiliated companies of SGS North America Inc. or any of their agents (each a "Company") and Client (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions")
- (b) The Company may perform services for persons or entities (private, public or governmental) issuing instructions (hereinafter, the "Client").
- (c) Unless the Company receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting therefrom (the "Reports of Findings"). Client hereby irrevocably authorises the Company to deliver Reports of Findings to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. PROVISION OF SERVICES

- (a) The Company will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by the Company or, in the absence of such instructions:
 - (1) the terms of any standard order form or standard specification sheet of the Company; and/or
 - (2) any relevant trade custom, usage or practice; and/or
 - (3) such methods as the Company shall consider appropriate on technical, operational and/or financial grounds.
- (b) Information stated in Reports of Findings is derived from the results of inspection or testing procedures carried out in accordance with the instructions of Client, and/or our assessment of such results on the basis of any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be taken into account.
- (c) Reports of Findings issued further to the testing of samples contain the Company's opinion on those samples only and do not express any opinion upon the lot from which the samples were drawn.
- (d) Should Client request that the Company witness any third party intervention, Client agrees that the Company's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that the Company is not responsible for the condition or calibration of apparatus, instruments and measuring devices used, the analysis methods applied, the qualifications, actions or omissions of third party personnel or the analysis results.

- (e) Reports of Findings issued by the Company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2(a). The Company is under no obligation to refer to, or report upon, any facts or circumstances which are outside the specific instructions received or alternative parameters applied.
- (f) The Company may delegate the performance of all or part of the services to an agent or subcontractor and Client authorises Company to disclose all information necessary for such performance to the agent or subcontractor.
- (g) Should Company receive documents reflecting engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations accepted by the Company.
- (h) Client acknowledges that the Company, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client. (i) All samples shall be retained for a maximum of 3 months or such other shorter time period as the nature of the sample permits and then returned to Client or otherwise disposed of at the Company's discretion after which time Company shall cease to have any responsibility for such samples. Storage of samples for more than 3 months shall incur a storage charge payable by Client. Client will be billed a handling and freight fee if samples are returned. Special disposal charges will be billed to Client if incurred.

3. OBLIGATIONS OF CLIENT

The Client will:

- (a) ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- (b) procure all necessary access for the Company's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- (c) supply, if required, any special equipment and personnel necessary for the performance of the services;
- (d) ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the Company's advice whether required or not;
- (e) inform Company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;

- (f) fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. FEES AND PAYMENT

- (a) Fees not established between the Company and Client at the time the order is placed or a contract is negotiated shall be at the Company's standard rates (which are subject to change) and all applicable taxes shall be payable by Client.
- (b) Unless a shorter period is established in the invoice, Client will promptly pay not later than 30 days from the relevant invoice date or within such other period as may be established by the Company in the invoice (the "Due Date") all fees due to the Company failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received.
- (c) Client shall not be entitled to retain or defer payment of any sums due to the Company on account of any dispute, counter claim or set off which it may allege against the Company.
- (d) Company may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- (e) Client shall pay all of the Company's collection costs, including attorney's fees and related costs.
- (f) In the event any unforeseen problems or expenses arise in the course of carrying out the services the Company shall endeavour to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- (g) If the Company is unable to perform all or part of the services for any cause whatsoever outside the Company's control including failure by Client to comply with any of its obligations provided for in clause 3 above the Company shall nevertheless be entitled to payment of:
 - (1) the amount of all non-refundable expenses incurred by the Company; and
 - (2) a proportion of the agreed fee equal to the proportion of the services actually carried out.

5. SUSPENSION OR TERMINATION OF SERVICES

The Company shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- (a) failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- (b) any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. LIABILITY AND INDEMNIFICATION

(a) Limitation of Liability:

- (1) The Company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- (2) Reports of Findings are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such Reports of Findings. Neither the Company nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Reports of Findings nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to the Company.
- (3) The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Client to comply with any of its obligations hereunder.
- (4) The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 10 times the amount of the fee paid in respect of the specific service which gives rise to such claim or US\$20,000 (or its equivalent in local currency), whichever is the lesser.
- (5) The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expense arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- (6) In the event of any claim, Client must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:

(i) the date of performance by the Company of the service which gives rise to the claim; or

(ii) the date when the service should have been completed in the event of any alleged non-performance.

- (b) Indemnification: Client shall guarantee, hold harmless and indemnify the Company and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. MISCELLANEOUS

- (a) If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (b) During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Company's employees to leave their employment with the Company.
- (c) Use of the Company's corporate name or registered marks for advertising purposes is not permitted without the Company's prior written authorisation.

8. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Unless specifically agreed otherwise, all disputes arising out or in connection with Contractual Relationship(s) hereunder shall be governed by the substantive laws of the State of New Jersey exclusive of any rules with respect to conflicts of laws and be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall take place in Hackensack, New Jersey and be conducted in the English language.