



Confidentiality and Acceptance of Terms and Conditions

- Reports and results produced by MAI will be held confidentially through legally enforceable commitment and will not be released to any third parties without approval from the client, unless required by law. If MAI is required to release confidential information by law or contractual agreement, the client will be notified.
- Submittal of sample(s) for analysis under a Chain of Custody (COC) will indicate acceptance of requirements set forth in these Terms and Conditions.

Credit and Terms of Payment

- MAI accepts payment by check, cash, ACH, VISA, MASTERCARD, AMEX, and DISCOVER.
- To establish an account with McC Campbell Analytical, Inc. (MAI), first time clients must submit a completed credit application. Credit applications may take up to two weeks to process. Pre-payment of analytical results is required for release of results if credit has not been established. If a client does not wish to submit a credit application, a link for the payment will be sent via email and a 2.9% service fee will be added to all credit card payments.
- Third party billing is only permitted with written authorization from the sample submitting client stating that they will be responsible for payment should the third party be delinquent. MAI reserves the right to refuse any third party billing request.
- Upon credit approval, MAI will not accept "pay when paid" terms without a written contract or payment plan in place.
- Orders from customers with invoices that are ninety (90) days or more overdue (i.e., not paid within 90 days of invoice date) will only be accepted on a C.O.D. basis until credit can be re-established to MAI's satisfaction.
- MAI reserves the right to withhold reporting of results if a client fails to pay on any invoice beyond 90 days. In accordance with FTC guidelines, a finance charge of 1.50% per month will be assessed on balances not paid within the due date of the invoice. Unpaid invoices of more than one year overdue may be subject to collections and collection fees at the sole discretion of MAI. Overdue accounts are responsible for all legal and collection fees.

Expedited Turnaround Times

- Standard turnaround time (TAT) for laboratory service is 5 business days for most analyses. Expedited turnaround times are typically available for most analyses. Please contact an MAI Project Manager in advance of sample delivery to discuss rush TAT availability.
- Completion of any rush or standard TAT service is subject to MAI's availability and schedule and could change even after samples are received. MAI shall make every reasonable effort to meet expected completion date(s) quoted or acknowledged, however, in the case of unforeseen events, rush turnaround times may not be achievable. In the event rush data cannot be met for all requested analysis in the Work Order, a partial report will be emailed on the due date followed by the final report upon completion, rush fees will apply to partial reports. MAI's expedited turnaround time surcharges for most tests are as follows, sub-contracted laboratory surcharges may vary:

SAME DAY - 150% 1 DAY TAT - 100% 2 DAY TAT - 50% 3 DAY TAT - 25% 4 DAY TAT - 10%

Samples received at the lab after 5 PM are considered received on the next business day for TAT purposes.

Cancellation and Changes

- In the event that a sample submission is cancelled, rush samples must be cancelled within 3 hours and standard TAT samples must be cancelled within 12 hours after laboratory receipt without incurring charges. All samples cancelled after the above mentioned time frames will be subject to an extraction and/or analytical fee depending how far along samples have been processed within the lab.
- Samples placed on hold after the above time frame will be subject to either an extraction or analytical fee depending how far along samples have been processed.
- Cancellation fees: \$50 minimum fee, plus disposal fee and 40% for prepared samples.
- Additions to the scope of work may prolong the turnaround time. The turnaround times for all analytical additions start on the date that the change is made. All changes/amendments to a Work Order must be provided to MAI in writing, preferably via email to main@mcccampbell.com.

Sample Receiving

- MAI is open to receive samples Monday through Friday; 8 AM– 8 PM. Samples received after 5 PM, including samples transported by MAI courier, will be considered to be received on the following business day for TAT purposes. Turnaround time starts when the samples are relinquished to MAI via the Chain of Custody (COC) and after any/all questions regarding the sample submission have been resolved.
- MAI encourages clients to drop off rush samples directly to our lab in order to assure the timely processing of samples; alternatively, MAI can usually arrange to hire a private courier at client's expense in an effort to expedite the timely processing of samples. MAI cannot guarantee that our couriers will be able to return to the lab by 5 PM.
- In the event that samples are received and placed on hold, MAI will charge \$10 per sample or per core for soils. Water samples will be held for 30 days and soil/solid samples will be held for 60 days (30 days refrigerated/ 30 days not refrigerated) without prior agreements made in writing. If samples are later analyzed and taken off hold the fee will be credited and analytical fees will then be charged.
- Samples that are taken off of hold with less than half of their holding time remaining will be charged rush fees.
- Samples with >72 hour hold times, received with less than half the remaining hold time will be charged rush fees.

Sample Container Preparation and Delivery

- MAI provides high quality sampling containers and ice chest cooler(s) upon request to our clients. Delivery costs, excluding air equipment, are included within the quoted analytical pricing for shipping to destinations within the mainland United States, excluding Hawaii, Puerto Rico, Alaska, and other non-contiguous U.S. territories. Containers will be shipped via GSO or UPS ground or delivered by MAI couriers upon arrangement. A minimum of 1 week advance notice is required





in order to facilitate shipment of items by ground shipping. Unused returned bottle orders are subject to additional fees. Additional disposal fees may be applied if sample containers are returned to the laboratory unused and cannot be redistributed.

- Shipments requiring priority delivery due to short notice will be billed to the client or charged to client's shipping account. Client is responsible for the cost of return shipment of samples to the laboratory unless otherwise arranged with MAI.

Courier Service and Sample Pick-Up

- MAI offers complimentary courier services throughout the greater SF Bay Area to our clients. Exclusions and fees may apply based on availability, proximity, and a \$250 minimum Work Order. MAI requires that all sample pickup and sample bottle requests be emailed to our Sample Reception department at main@mcccampbell.com at least 24 hours in advance of the date they are needed. For larger bottle orders please allow at least one week advance notice for prep and delivery. MAI makes every effort possible to accommodate our clients' desired pickup and delivery timeframes; however, MAI is not responsible for expired sample hold times while en route to the lab. A 3 hour time window is required for all pickups and deliveries.

Sample Storage and Disposal

- MAI charges a \$5 per sample Environmental Waste Management Disposal fee.
- Known hazardous samples will be returned to the client or disposed of at the client's expense.
- Water samples are disposed 30 days after receipt and soil samples are disposed of 60 days after receipt (30 days refrigerated/ 30 days not refrigerated) unless other arrangements are made in advance.
- Organic extracts are held for 40 days before being disposed of; Inorganic extracts are held for 30 days.
- Samples can be held for longer than 30 days (waters) and 60 days (soils) upon written request to a Project Manager preferably via email @ main@mcccampbell.com. Client will be billed at \$5 per sample/ per month (per core for soils) for extended sample storage up to 6 months. Contact a Project Manager to arrange for extended storage.

Reporting and Data Archiving

- MAI delivers completed reports by electronic email (PDF). When requested, MAI can deliver analytical data via EDD, CLIP EDT, WaterTrax, EQUIS, GIS-Key, EDF, Online Portal, fax, or hard copy via USPS. Additional charges may apply.
- MAI may assess additional fees for modifying or developing EDD formats that are not already available.
- Reporting to MDLs (J-flags) is not standard and will only be reported upon request.
- If additional formats or retroactive deliverables are requested, additional fees may be assessed based on labor and materials needed to generate data retrieval. Data and reports are archived for a minimum of five (5) years from the reporting date. Please contact your Sales Representative or Project Manager to inquire about availability and price of additional deliverables.

MDL/RL Disclaimer

- MAI's Reporting Limits, Detection Limits, and Control Limits are subject to change as they are updated periodically to reflect our analytical sensitivity and capability.
- Reporting Limits cited do not take into account sample dilution or matrix interference. MAI reserves the right to dilute samples as necessary to avoid damaging instrumentation. If you request that samples are to be analyzed undiluted, additional charges may be assessed.

Multiple Dilutions Analyzed

- On multi-target analyte lists, MAI will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range. Analytical screening runs are not reported. The laboratory will generally not be able to attempt greater than 10-fold more concentrated analysis than the standard dilution. These additional dilutions will only be attempted if deemed not to pose a risk to analytical instrumentation. Please contact your Project Manager to inquire about the availability of this service for your project.

Quote

- Project-specific quotes are recommended and available upon request. All quotes are confidential and unique to the client and their specific project.
- Quoted pricing is valid through dates specified on quote or specific to the length of the project or contracts. Analyses not listed under these contracts will be charged at our standard rates.
- Surcharges may apply for higher-level than Level II data deliverables, expedited turnaround times, and custom electronic formats.
- MAI routinely accepts projects requiring extensive Research and Development. Special studies will be quoted on a case by case basis. Analytical set-up fees are non-refundable regardless of outcome.
- Quotes are subject to client approval prior to project start date.

Limitation of Liability / Waiver

- MAI will perform requested analyses based on the standard methods but may have to deviate from these methods when necessary, based on reasonable judgment. Should any dispute arise between MAI and client, MAI is limited in liability to damages no greater than the cost of the analytical testing.
- The failure by MAI to enforce, at any time, any terms or conditions herein or to exercise any right or privilege will not in any way be construed as a waiver of such provisions.

