



# Pacific Agricultural Laboratory Standard Terms and Conditions

Unless otherwise agreed in a separate contract, services provided by Pacific Agricultural Laboratory (PAL) are expressly limited to the terms and conditions stated herein.

**Submission of samples is deemed acceptance of these terms and conditions.**

**Limits of Liability:** All analytical services provided by PAL are made on a best effort basis. Established methods of analysis will be followed whenever possible; however every sample has unique properties that may require deviation or adaptation of established methodologies. The total liability of PAL will be limited to retesting or refund of the paid for services provided, at the option of PAL. Use of PAL constitutes acceptance of these limitations of liability.

**Confidentiality:** Pacific Agricultural Laboratory is zealously protective of customer information and uses its best business practices to maintain strict and absolute customer confidentiality. Confidentiality can be obtained, to the fullest extent allowed by the law, by placing written, mutual confidentiality agreements into force, upon request. Information is released to third parties only upon the authorization of the customer, by court order, or otherwise as required by law, and taking precautions to ensure confidential transfer of information between PAL and its customers by courier or mail, facsimile, email (internet), and/or telephone as the customer may direct. PAL shall not be responsible for any disclosure of any information of customer unless PAL specifically agrees to keep such information confidential by separate agreement.

**Billing:** All fees are billed directly to the client. Third party billing will not be accepted without prior arrangement and consent by PAL and agreement of the third party to all standard terms and conditions.

**Payment Terms:** For clients without approved credit from PAL, payment must be received prior to the release of final project report. For clients with approved credit, terms are net 30 days from the date of invoice unless otherwise stated on that invoice. Any changes from these terms must be agreed upon prior to sample submission. A service charge of 1.5% per month (18% annual rate) will apply for outstanding balances that are past due. In the event of default of payment for analytical services rendered, the client is responsible for reasonable collection charges including court costs and attorney's fees incurred by PAL. There is an additional \$25.00 charge for any returned checks.

**Litigation:** All fees and costs associated with compliance by PAL to any subpoena for documents, for consultation in preparation for or testimony in any deposition or proceeding, or for any other purpose relating to the work of PAL, in connection with work performed for a client, shall be paid by the client. Such costs include, but are not limited to, fees for persons responsible for responding to subpoenas, reproduction of reports and data in support of reports, mileage and other travel expenses, attorney preparations for testimony, court testimony, attorney fees, and any other expenses associated with PAL's participation in the litigation.

**Hazardous Materials/Samples:** Unused portions of samples found or suspected to be hazardous according to state or federal laws will either be returned to the client at the expense of the client, or properly disposed of as hazardous waste at the expense of the client. Samples are the property of the client at all times, even while in the possession or under the control of PAL for analysis. All other samples will be properly and anonymously disposed of as nonhazardous waste after expiration of sample retention time. Samples subject to USDA foreign soil or plant permits shall be disposed of in accordance with applicable permit conditions.

**Sample Retention/Disposal:** Samples submitted for analysis are retained and stored under proper conditions and security for a period of time after the issuance of the final report. Retention times are generally as follows:

| Sample Type                    | Retention Time |
|--------------------------------|----------------|
| Surface Water, Wastewater      | 30 days        |
| Nonhazardous Soil and Sludge   | 60 days        |
| Food Commodities, Plant Tissue | 60 days        |
| Other Nonhazardous Materials   | 60 days        |
| Hazardous Materials            | 30 days        |

**Report and Document Retention:** PAL shall retain final reports and all supporting documentation and analytical data used to generate reports for six years following the generation of the report, after which time PAL shall be free to destroy the information.

**Sample Containers and Shipping Materials:** PAL will provide appropriate sample containers, shipping containers and packing materials at no additional charge upon prior arrangement. Standard shipping will be UPS Ground, and the client will be charged for expedited container shipping and the shipping of samples to PAL for analysis.

**Analytical Service Requests:** Requests for analytical Services can be made by telephone, fax, email or in writing. The client must confirm requests for service in writing, using a PAL chain of custody form prior to the commencement of work by PAL, and following directions for sampling as provided by PAL. It is very important that the analytical services to be provided by PAL be clearly understood by both PAL and the client prior to commencement of projects. PAL will not be responsible for delays caused by incomplete information provided by the client including missed hold times and delayed report generation.