

SAMPLE RECEIVING. The laboratory hours are from 8:00am to 6:30pm – Monday through Friday. Sample receiving hours are between 8:00am and 4:00pm – Monday through Friday. Turnaround times for samples received after 4:00pm will begin on the following business day.

TURNAROUND TIMES. Standard turnaround is 5 business days from the date of sample receipt for most sample analyses. For many analyses we can offer expedited turnaround, including:

- 3 Day (50% surcharge)
- 2 Day (75% surcharge)
- Next Day (100% Surcharge)
- Same Day Service – Call for Quote.

Expedited turnaround and/or specific data delivery requirements should be coordinated with the lab in advance. Samples received by Alliance Technical Group LLC (Alliance) near the end of a holding time period may incur an expedited analysis surcharge.

SAMPLE DISPOSAL. Alliance Technical Group will archive samples for 30 days. Afterwards Alliance will dispose of the samples appropriately. Clients should contact Alliance to retrieve their samples before disposal and/or arrange for storage beyond the standard 30 days. A \$5.00 monthly fee, per sample, will be applied for storage beyond 30 days.

Certain hazardous samples, and/ or samples placed on hold, may be returned to the client upon completion of the project. Alliance reserves the right to charge a disposal fee (not to exceed \$25.00/sample) for samples requiring special packaging and labeling as Hazardous Materials. “Hazardous Materials” include, but are not limited to, substances of any kind which are potentially poisonous, toxic, radioactive, explosive, flammable, contain biohazards, high levels of trace metals, or pose any risk to persons or the environment, through handling or disposal.

PAYMENT. All invoices are sent directly to the client. For clients with approved credit, payment terms are net 30 days from the date of the invoice. All overdue payments are subject to 1.5% interest and service charge per month from the due date of the invoice. Billing of a third party will not be accepted without a signed statement which acknowledges and accepts payment responsibility. In the event that payment is not received within 60 days following the invoice date, Alliance may, at its option, terminate all duties without liability to the Client or others. All data produced by Alliance is the property of Alliance until all fees are paid.

Clients choosing to suspend or terminate a project should contact Alliance. Those clients suspending or terminating a project will be charged for services already rendered and all samples associated with that project number will be held for the standard 30 days unless otherwise directed (please see “Sample Disposal” above for the guidelines and fees associated with longer storage). Alliance is not liable for the storage of samples past 30 days if the client does not contact the laboratory to make arrangements. Clients should contact the laboratory to resume suspended or terminated projects.

CONFIDENTIALITY. Alliance maintains the confidentiality of all analytical data. No information regarding projects of analytical data will be released without direct authorization from our clients. All data and results provided to the client by Alliance are specifically for the use of the client. Alliance is not responsible for the use of data and results by the client or third parties. Results are intended to be considered in their entirety and Alliance is not responsible for the misuse of any portion of the results.

COMPLETE AGREEMENT, MODIFICATION, WAIVER, ENFORCEABILITY. This Agreement, including the parts incorporated herein by reference, is the complete agreement of the parties with regard to services of Alliance. No modification or amendment to this Agreement shall be valid unless in writing and signed by an authorized representative of each party. This Agreement is binding on each party's heirs, successors, and assigns. If any provision of this Agreement is held invalid, illegal, or unenforceable, then the remaining provisions shall remain in effect and may be reformed and enforced by the court. Failure to require performance of any term of this Agreement shall not be deemed a waiver of the right to enforce any term of this Agreement.

JURISDICTION AND VENUE. This Agreement shall be interpreted according to the laws of the State of Washington. Alliance and Client agree to submit to the jurisdiction and venue of state and federal courts in Seattle, Washington.

LIMITED WARRANTY. Alliance warrants only that it will perform services using analytical methodologies with published test methods according to industry standards. If circumstances require analytic practices for which standards do not exist, Alliance warrants only that its services will be in accordance with standard scientific procedures and good laboratory practices. **ALLIANCE MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ALLIANCE MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FITNESS OF THE DATE IN ITS LAB REPORTS FOR ANY PARTICULAR USE OR PURPOSE.**

LIMITATIONS ON ALLIANCE'S LIABILITY. Alliance shall not be liable to Client for any of the following types of damages or losses arising out of this agreement: incidental damages, indirect damages, consequential damages, lost profits, or tort damages. **CLIENT'S SOLE REMEDY SHALL BE A REFUND OF THE APPLICABLE PAYMENT TO ALLIANCE. ALLIANCE SHALL HAVE NO LIABILITY OR OBLIGATIONS EXCEPT AS STATED HEREIN.**

TIME LIMITATIONS ON ACTIONS AGAINST ALLIANCE. No legal action arising out of any service provided by Alliance under this Agreement may be brought against Alliance more than one year after Alliance has completed the service that is the subject of the legal action, regardless of whether the parties have agreed to arbitration.

NOTICES. Client(s) shall inspect completed data packages and notify Alliance of any defects or nonconformity within thirty (30) days of receipt. Failure to provide timely notification or provide payment for services shall be considered acceptance of such services, except as to latent defects which reasonable and timely examination would not have revealed.