



Pinchin Ltd. Standard Terms and Conditions for Laboratory Services

1. **CHAIN OF CUSTODY:** The CLIENT is requested to complete the Pinchin Ltd. (PINCHIN) Sample Transmittal Form when submitting samples. The client acknowledges that PINCHIN will rely on the information on the transmittal form and will not be responsible for any erroneous results or interpretations arising from this.
2. **FIELD BLANKS:** The CLIENT is requested to submit field blanks for all sampling media. Good industrial hygiene practice recommends a minimum of one blank per ten or fewer samples.
3. **ACCEPTANCE OF SAMPLES:** PINCHIN reserves the right to refuse any or all samples at the sole discretion of PINCHIN including but not limited to those of unsuitable volume, those that pose an unacceptable health or safety or environmental risk, and those that exhibit unacceptable microbial growth if applicable.
4. **SAFETY:** The CLIENT shall notify PINCHIN in advance of shipping samples, of any hazardous or infectious substances present at the site where samples were acquired, or believed by CLIENT to be present in the samples, that may put analysts at risk. PINCHIN may refuse acceptance of samples if it determines they present a risk to health and safety.
5. **OWNERSHIP:** Any documents produced by PINCHIN are the sole property of PINCHIN. Laboratory and analytical results issued by PINCHIN may be reproduced by the CLIENT but only in full unedited form. PINCHIN will maintain records and supporting documents for a period of three (3) years after completion.
6. **SAMPLE OWNERSHIP:** Samples accepted by PINCHIN shall remain the property and liability of the CLIENT while in the custody of PINCHIN. PINCHIN shall retain mould samples for a period of thirty (30) days, and asbestos samples for a period of 3 months, following the date of analysis. PINCHIN shall extend the retention period only at the CLIENT's written request. Additional charges for storage may apply. Samples that are found to be other than hazardous waste may be returned to the CLIENT at the sole discretion of PINCHIN. If unreturned, following the retention period, PINCHIN will dispose of samples.
7. **SAMPLE LOSS:** Samples received by PINCHIN staff will be handled with great care. However, in case of a sample loss, the CLIENT will supply a replacement sample. PINCHIN will analyze the replacement sample at no cost to the CLIENT.
8. **CONFIDENTIALITY and THIRD PARTIES:** PINCHIN will not provide analytical results to any party other than the CLIENT, unless the CLIENT, in writing, requests information to be provided to a third party or unless disclosure by PINCHIN is required by law. Information provided by PINCHIN is intended for client use only. Any use by a third party, of reports or documents authored by PINCHIN, or any reliance on or decisions made by a third party based on the findings described in said documents, are the sole responsibility of such third parties, and PINCHIN accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted.
9. **CANCELLATION and CHANGES:** The CLIENT shall have the right to cancel or change analytical orders placed with PINCHIN, but shall be obligated to pay for any work completed and expenses incurred during the period of time prior to cancellation.
10. **RESPONSIBILITIES OF PINCHIN:** PINCHIN shall perform its work in accordance with accepted laboratory standards and accepted standard operating procedures. PINCHIN reserves the right to modify methods as necessary based upon experience and/or current scientific literature. If the CLIENT requests a manner of analysis that varies from standard operating or recommended procedures, the CLIENT shall not hold PINCHIN responsible for the results. Such variations of analysis will be noted on the reports.
11. **LIMITATION OF LIABILITY:** Any work performed by PINCHIN will be conducted in accordance with industry standards. The total liability of PINCHIN or its staff whether based in contract or tort, will be limited to the lesser of the fees paid or actual damages incurred by the client. PINCHIN will not be responsible for any consequential or indirect damages even if caused by negligence of PINCHIN. PINCHIN will only be liable for damages resulting from negligence of PINCHIN. All claims by the CLIENT shall be deemed relinquished if not made within one year after analysis date. No warranty is either expressed or implied, or intended by any agreement or by furnishing oral or written reports or findings.
12. **RESPONSE TO LEGAL PROCESS:** The CLIENT shall compensate PINCHIN for its services and expenses if PINCHIN is required to respond to legal process related to its services for the CLIENT. Compensable services shall include hourly charges for all PINCHIN personnel involved in the response and attorney fees and expert fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier and appearances related to the legal process.
13. **PAYMENT TERMS:** Payment is required in advance for all CLIENTs until a credit account has been established. The CLIENT shall pay in full the net amount of each invoice submitted by PINCHIN within thirty (30) days. Amounts not paid when due shall bear interest at the rate of 18% per annum from the date due until the date of payment.