

CHAIN-OF-CUSTODY

NOTE - Samples **MUST NOT** be preserved for TCLP/SPLP analysis.

ALL SAMPLES MUST BE DELIVERED TO THE LAB ON **(WET)** ICE.

Preservatives:

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| HCl | = Hydrochloric Acid - BTEX, FOG, TOC, TPH, VOC |
| HNO ₃ | = Nitric Acid - Metals |
| H ₂ SO ₄ | = Sulfuric Acid - Ammonia, COD, FOG, Nitrate ± Nitrite, Phenols, Phosph, TOC, TKN |
| NaOH | = Sodium Hydroxide - Cn, Sulfide, Hex Chromium |
| Na ₂ S ₂ O ₃ | = Sodium Thiosulfate - Bacteria, Herb, PCB, Pest, SVOC |

Warranty

San Antonio Testing Laboratory (SATL) warrants only those services that fulfill its obligations as delineated on the reverse side of this page.

Liability

Any sample reanalysis at the Customer's direction that produces results consistent with the original results will be at the Customer's expense. SATL shall have no responsibility or liability to the Customer for services that are insufficient due to circumstances beyond the control of SATL.

The information contained in the analytical report is the sole property of SATL and that of the Customer. It cannot be reproduced in any form without the consent of SATL or the Customer for which the report was issued. The results contained in the analytical report are only representative of the samples submitted for analysis. Conditions can vary at different times and at different sampling conditions. SATL is not responsible for the use or interpretation of the data included in the analytical report.

All Customer results will be held confidential by SATL. Results will not be reported to a third party except with the written consent of the Customer.

SATL represents that work will be performed in accordance with professional standards and sound analytical practice, but no warranty expressed or implied, is made. The sole and exclusive responsibility of SATL will be to reprocess/reanalyze any deficient laboratory work at SATL's expense.

LIMITATIONS ON LIABILITY

LIMITATION OF LIABILITY, EXCEPT WITH REGARD TO ANY DUTY OR OBLIGATION TO THE TERMS OF THE CHAIN-OF-CUSTODY RECORD OR WITH REGARD TO ANY ACT OF NEGLIGENCE, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE OR GOODWILL, INTERRUPTION OF BUSINESS, LOSS OR INACCURACY OF BUSINESS INFORMATION, LOST PROFITS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER ARISING FROM OR RELATING TO THIS CHAIN-OF-CUSTODY RECORD EXCEED THE AMOUNT OF FEES RECEIVED BY SATL UNDER THIS CHAIN-OF-CUSTODY RECORD. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS AN ESSENTIAL ELEMENT OF THE CHAIN-OF-CUSTODY RECORD AND THAT IN ITS ABSENCE, THE ECONOMIC TERMS OF THIS CHAIN-OF-CUSTODY RECORD WOULD BE SUBSTANTIALLY DIFFERENT.

SATL WILL HOLD SAMPLES FOR THIRTY (30) DAYS FROM THE SAMPLE LOGIN DATE.

THE WORK WILL BE UNDERTAKEN IN ACCORDANCE WITH SATL'S STANDARD TERMS AND CONDITIONS, WHICH INCLUDE THE REQUIREMENT THAT PAYMENT IS DUE WITHIN THIRTY (30) DAYS FROM THE DATE OF INVOICE.

TURNAROUND TIME: To ensure QA/QC, and other circumstances beyond our control, turnaround times cannot be guaranteed. All reasonable efforts will be made to meet the turnaround time requested.