

Environmental Laboratory Services

Standard Terms and Conditions

Effective September 2016

Acceptance of Samples...The Lower Colorado River Authority (LCRA) Environmental Laboratory Services (ELS) will accept samples and perform services in accordance with these terms and conditions. No modifications to these terms and conditions will be valid or binding unless in writing and signed by authorized representatives of both the Customer and ELS.

ELS reserves the right to refuse or revoke receipt of any sample due to insufficient sample volume, improper sample container, unacceptable customer credit, or risk of handling for any health, safety, regulatory, environmental, holding time issues or any other reason, at the discretion of ELS.

ELS also reserves the right to terminate any work being done or work promised on samples accepted for ELS's sole convenience. In the event of such termination, ELS will notify all affected Customers as soon as possible.

Payment & Invoicing...Customer must pay for all services by check or credit card upon delivery of sample to ELS unless other billing arrangements are agreed to by ELS and Customer. Invoices will be issued monthly following the completion of services. All payments are due 30 days from receipt of the invoice. A one percent (1%) per month late fee will be assessed on unpaid invoices after the due date. Customers that have outstanding balances equal to or greater than 90 days must make payment in full at the time of sample delivery.

Quoted Fees...Written quoted fees for all services to be performed by the ELS will be honored for a period of thirty (30) days from the quotation date unless otherwise specified by ELS in writing.

Costs for Compliance...All costs associated with compliance with any subpoena for documents, testimony, or assistance, or for any other purpose relating to work performed by ELS for the Customer, will be paid by the Customer or requesting party. Such costs will include, but not be limited to, hourly charges for each staff member, travel and accommodations, mileage, and any other miscellaneous expenses incurred.

Use of Data...The Customer is solely responsible for determining what actions are required as a result of the data, information, recommendations, interpretations, and opinions provided by ELS. The Customer also assumes sole responsibility for determining whether the nature, type, and quantity of work requested by the Customer is adequate and sufficient for the Customer's intended purpose. **Customer hereby indemnifies and releases ELS from and against any and all liabilities arising out of, related to, or resulting from Customer's incorrect or inappropriate use of any data or opinions provided to it by ELS.**

Reports...ELS will deliver approved final reports and/or electronic data including any Customer-approved subcontract laboratory data by the agreed upon due date. Reports may not be reproduced, except in full, without prior written approval by ELS. Reports or copies of reports will not be provided to any person or representative other than the Customer without the Customer's written authorization, except as may be required by law.

Confidentiality...Strict confidentiality is maintained regarding all Customer transactions and results. Where information is lawfully subpoenaed, must be released to a regulatory or other legal entity with jurisdiction, or disclosure of documents is otherwise required by law, the Customer will be promptly notified.

Confidential, trade secret, and privileged information provided to ELS by Customer, including sample content, analysis, and Reports, is protected from public access by exceptions to the Texas Public Information Act ("PIA"), to which LCRA is subject. ELS will assert the appropriate exception to withhold Customer information requested under the PIA. Customer may be asked by ELS to provide assistance in asserting exceptions to the PIA (e.g., explanation of competitive position, treatment of trade secrets, etc.). Customer agrees to assist ELS in protection of Customer's information.

Sample Disclosures...Customer agrees that all samples delivered to the ELS will be accompanied by a properly completed chain-of-custody form disclosing the presence of any contaminated, toxic, or hazardous substances known or suspected to be contained in such samples. ELS shall reject any samples received without a valid chain of custody form.

Analytical Errors...Upon request by the Customer, ELS will reanalyze samples whenever test results are suspect. Should the results of the second analysis substantially agree with those of the first, the Customer will pay for the cost of the second analysis. However, if the result of the second analysis materially differs from the first, then Customer will not be charged for the second analysis.

Holding Times...All samples must be delivered to ELS within one-half of the applicable holding time. ELS shall not assume any responsibility for missed holding times for samples submitted outside this criterion. To meet holding time for subcontract samples, ELS may make arrangements for the Customer to deliver samples directly to the subcontract lab.

Sample Retention & Disposal...Samples are stored for 30 days upon transmitting final analysis results to the Customer. After 30 days, samples are disposed of properly. However, Customer may request additional storage time at a storage fee of \$50 per month per sample.

Hazardous Waste...Any samples found to be or suspected of being hazardous or containing hazardous substances according to state and federal regulations will be disposed of at submitting Customer's expense.

Turnaround Time (TAT)...Turnaround times (TAT) are based on full "working days" which are defined as 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding holidays. Standard TAT is 7 working days from the day starting after sample receipt. However, TAT may be longer depending upon the tests requested and the same matrix. TAT for samples subcontracted to a Customer-approved laboratory is based on the agreed target due date between all parties (i.e., the Customer, the ELS and the subcontract laboratory).

Expedited Service...Expedited service is available upon approval by ELS and written authorization from the Customer. Service charge amounts added to the total cost of service will be applied as follows:

< or = to 24 hrs:	4 X cost of service
2 to 3 days:	3 X cost of service
4 to 6 days:	2 X cost of service

Non-Standard Services...On sample matrices or analytes for which no official or validated test method exists, usage of an accepted method for a different type of sample or analyte or method development, in some situations, may be offered. In such cases, no guarantee of the success of the method or warranty will be provided. The Customer will be notified of the alternate method proposed, and only after its approval, will analyses begin. Approval by the Customer of the alternate method obligates the Customer for payment for that work, regardless of result obtained.

Warranty...Where applicable, ELS will use analytical methodologies in accordance with the U.S. Environmental Protection Agency (EPA), state agency, or other recognized and approved source.

ELS warrants that it possesses and maintains all licenses, accreditations, and certifications that are required to perform services under these terms and conditions, provided that such requirements are documented in writing to ELS prior to sample delivery acceptance. ELS will notify the Customer in writing of any decertification or revocation of any license, or notice of either that affects work in progress.

The foregoing express warranty is exclusive and is given in lieu of all other warranties, whether express, implied, or statutory. The ELS disclaims any other warranties, whether express, implied, or statutory, including a warranty of fitness for particular purpose and warranty of merchantability. The ELS is not responsible for any of the purposes for which the Customer may use ELS test results.

Liability...Customer agrees that the maximum liability of ELS for all claims of any kind whether based on contract, indemnity, warranty, tort (including negligence & strict liability), or otherwise, arising out of, connected with, or resulting from the performance or breach thereof, or from any goods or services covered by or furnished under these terms and conditions or any extension or expansion, is limited to the amounts paid or payable by the Customer for the goods or services giving rise to such claims.