

TERMS AND CONDITIONS BETWEEN SOUTHERN ENVIRONMENTAL TESTING, INC. AND REFERRING CLIENT

1. The scope of services as outlined on this form will be accomplished in a timely, workmanlike and professional manner at the unit fees quoted. If during the execution of the work the laboratory is required to stop work as a result of changes in the scope of work, by the client, additional charges will be applicable.
2. All samples, test specimens or other materials submitted to the laboratory for testing and analysis will be retained for a suitable amount of time past completion of the analysis. At a minimum, all samples for regulatory compliance will be retained at least until the "hold times" have expired. At the request of the client, samples will be held for longer periods or returned. If a sample is found to be hazardous, the client will be responsible for the disposal of the sample. The sample may be returned to the client or the client may make arrangement with the laboratory for the appropriate disposal.
3. Southern Environmental Testing, Inc. will submit invoices to clients upon completion of the scope of work outlined on this form. Invoices will show the analyses requested, the unit cost and the total cost for each analysis or set of analyses requested.
4. Payment is due upon presentation of the invoice and is past dues 30 days from the invoice date. The clients agrees to pay a finance charge of 1-1/2 percent per month on past due accounts. The client agrees to pay Southern Environmental Testing, Inc. collection costs including reasonable attorneys' fees if reasonably incurred in the collection of past due accounts.
5. All reports, laboratory test data, calculations, estimates and other documents prepared by Southern Environmental Testing, Inc., as instruments of service shall remain the property of Southern Environmental Testing, Inc. These documents will be held to be confidential, and will not be available to any other entity unless express consent is obtained from the client. The Client agrees that all reports and other work furnished to the client or its agent, which is not paid for will be returned upon demand and will not be used by the client for any purpose whatsoever. Southern Environmental Testing, Inc. will retain all pertinent records relating to the services performed for a period of three (3) years following submission of a report, during which period the record will be made available to the client.
6. Services preformed by Southern Environmental Testing, Inc., under this agreement, will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied is made.
7. Either part upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof may terminate this agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the even of termination, Southern Environmental Testing, Inc. shall be paid for services performed to the termination notice date plus reasonable termination expenses.