



INALAB, Inc. Experts in Environmental, Forensic, and Occupational Laboratory Services **REQUEST FOR LABORATORY SERVICES**



3615 Harding Avenue, Suite 308, Honolulu, Hawaii, 96816 (808) 735-0422 / Fax (808) 735-0047

WWW.INALAB.COM / info@inalab.com / TOLL FREE (877) 665-3548

Serving Hawaii for 35 years



RESPONSIBLE PARTY:

CLIENT NAME: _____ CLIENT I.D. # _____
COMPANY: _____ PHONE: _____
ADDRESS: _____ FAX: _____
EMAIL: _____

DESCRIPTION (IN YOUR OWN WORDS) OF SERVICES REQUESTED:

HAVE YOU BEEN INFORMED OF THE COST FOR THESE SERVICES? YES NO

YOUR UNDERSTANDING OF THE ESTIMATED COST: \$ _____

DO YOU NEED TECHNICAL ASSISTANCE? YES NO

REGARDING THIS ANALYTICAL REQUEST:

IS THE SAMPLE SUBMITTED A FOREIGN SOIL SAMPLE? YES NO UNCERTAIN

HOW WOULD YOU LIKE US TO REPORT YOUR RESULTS TO YOU (check as many as apply)? FAX EMAIL US MAIL OTHER

WOULD YOU LIKE US TO "CC" ANYONE ELSE WITH RESULTS?

(Please provide additional contact information in the space below)

OUR ADMINISTRATIVE TERMS:

- 1) Samples must be submitted before 9:00 AM in the morning to have the day count as a working day for turn-a-round considerations.
- 2) Our credit terms (if extended) are Net 30 days with 1.5-% service charge, per month, on all accounts older than 30 days from invoice date.
- 3) Note that we have not AGREED to any delays in our payment due to delays in your ability to collect payment from your client. If you suspect this may be the case please make payment arrangements with us BEFORE signing this contract.
- 4) All fees and charges are subject to a 4.712% G.E. Tax.
- 5) Please be advised that technical experts often draw different conclusions from identical sets of data. Additionally, unexpected sample matrixes, unanticipated chemical incompatibilities, or unpredictable field conditions/sampling techniques may result in anomalous analytical results. There are no promises or resolutions regarding these matters which are guaranteed.
- 6) All samples submitted to our laboratory remain the property of the client. **NOTE:** We routinely dispose non-hazardous samples within 15 calendar days of reporting (verbally or in writing) testing results. **THIS CONSTITUTES YOUR ONLY NOTICE OF SUCH DISPOSAL.** If you do not retrieve the sample within 15 calendar days after the written or verbal notice of results AND the sample is non-hazardous in nature, we will dispose of the sample WITHOUT NOTIFYING YOU. IF the sample is deemed **hazardous** in nature, you will be notified of that fact and asked to arrange suitable disposition of the sample from our laboratory *PRIOR* to reporting results. If you wish to have us dispose the sample you will be asked to pay (in advance) a handling and disposal fee for each hazardous material sample or related set of samples you wish to have us dispose for you. Such fee is dependent upon the sample hazard and quantity and will be disclosed to you for your approval prior to such disposal or charge.
- 7) If any dispute arises out of or relates to this contract or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association or a similar neutral organization in Honolulu. If, after Mediation, the dispute is not resolved, then the following Arbitration clause applies:
- 8) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by Arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or a similar neutral organization in Honolulu by a single arbitrator in Honolulu, Hawaii. The prevailing party in the arbitration shall be entitled to an award of attorneys' fees and costs and all arbitration expenses. The arbitrator shall not have the power to award punitive damages. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
- 9) IT IS FURTHER UNDERSTOOD THAT THIS AGREEMENT TO ARBITRATION IS A WAIVER OF THE RIGHT TO A JURY TRIAL.
- 10) Except as set forth herein, there are NO WARRANTIES MADE, EXPRESS OR IMPLIED, and INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **Acceptance of this agreement is a waiver of all claims for consequential, incidental or special damages. Recovery for any claim is limited to the amount paid for services hereunder.**
- 11) Analytical results may be DELAYED if your account with us is in arrears.
- 12) Sample collection / analysis, if requested, at our professional discretion, may be subcontracted to associated specialists / laboratories.
- 13) Client agrees to a pay a 15% cancellation fee if client cancels the work after the contract has been signed and accepted by INALAB, INC.

PLEASE NOTE THAT BY SIGNING BELOW YOU ACKNOWLEDGE READING, UNDERSTANDING AND AGREEING TO THESE TERMS SET FORTH ABOVE:

x _____
SIGNED (Responsible Party)

Thank you for using our Services!