



1. By submitting a request for analysis, the Client acknowledges and accepts in whole, upon the provisions expressed herein, the terms and conditions outlined in this document, without revision, expansion, amendment, superseded or waived, unless otherwise authorized in writing by a signatory of OSHTECH.
2. The Client's signature affixed to a request for analysis acknowledges and confirms acceptance of all terms and conditions herein stated. Any performance of work or delivery of services or equipment by the OSHTECH laboratory, partial or complete, as specified by the Client in a request for analysis as indicated on page 1 of this OSHTECH form or if by use of other such instrument of written instruction prepared by, for, on behalf of, or from the Client [including letterhead, electronic mail] pertaining to submitted samples, shall be construed as consent by the Client and acceptance of these terms and conditions. Any additional, conflicting or revised terms or conditions by instruction or communication from the Client, pertaining to subsequent services, work, or analysis performed by OSHTECH or as related to prior dealings shall NOT be deemed as an acceptance thereof, unless by separate acknowledgement or agreement from OSHTECH. This document is a binding agreement between OSHTECH and the Client, its successors and assignees.
3. OSHTECH will provide equipment, personnel, materials and/or support services to perform laboratory testing as may be requested by the Client and agreed to by OSHTECH. Acceptance or rejection of any such request or timelines proposed by the Client shall be at OSHTECH's sole discretion. OSHTECH will perform the work in a professional manner, using reliable methods and accepted industry standards, in an orderly and workmanlike manner. Upon receipt at OSHTECH laboratory, samples will be processed based on "normal" turnaround times for Industrial Hygiene analysis [10-15 business days from receipt of samples], unless the request for services specifies other timing and instructions which have been pre-arranged and agreed to by OSHTECH or contains atypical requirements. All samples and related extracts will be held in accordance with OSHTECH QA/QC practices. The sample(s) will be disposed of in an environmentally acceptable manner after 3 months, unless otherwise instructed and agreed to in writing. Sample retention time policy does not apply to samples completely consumed during analysis, or those samples that cannot be re-analysed reliably.
4. Special deliveries, unique or atypical analyses, "after-hours" and rush service are subject to availability, and must be approved by the OSHTECH laboratory before samples are submitted for analysis. Expedited or "RUSH" services must be sufficiently prearranged in advance to allow for provision of equipment, personnel, materials and/or support services from the OSHTECH laboratory as may be requested by the Client. Surcharges apply. Timely delivery is essential. Normal cut-off time is 3:00pm except for special requests herein referred to.
5. OSHTECH shall not re-assign this Agreement, but may subcontract portions of the work in accordance with its usual business practices, provided that the standards of care and performance objectives are met and provided that qualifications of Subcontractors are suitable to meet the quality control requirements of the OSHTECH laboratory and the American Industrial Hygiene Association (AIHA) Accreditation standards. Such action shall not relieve OSHTECH or OSHTECH Subcontractors of obligations or liabilities under this Agreement.
6. Neither party to this agreement shall be liable to the other, nor to others, nor deemed to be in default for any delay or failure in performance under this agreement resulting from acts of God, civil or military authority, acts of terrorism, or fire, explosions, violent storms, floods, strikes, lockouts or any other event or condition beyond reasonable control of such party, exclusive of the financial condition of such party.
7. Services commissioned will be prepared, performed or rendered by OSHTECH in accordance with standard chemical laboratory practices, QC protocols and sound practices which employ, where available, generally accepted analytical methods for assignments of this type, but NO other expressed or implied representation or warranty is provided by OSHTECH. The Client shall notify OSHTECH immediately of perceived non-compliance with such expressed warranty. However, OSHTECH shall not be liable to the client if such non-compliance is caused by negligence, omission, deficiency or willful misconduct of the client. Notwithstanding any other provision of this agreement, the liability of OSHTECH to the client, or to any other person or entity, arising out of, resulting from or in connection with this agreement or the services provided by OSHTECH, and including, but not limited to, negligent professional acts, errors or omissions, whether active or passive, shall NOT constitute a fundamental breach, nor include liability for consequential, indirect, special, incidental, or exemplary damages, and in no case shall exceed the financial compensation paid to OSHTECH for the work.
8. The Client shall provide OSHTECH with all information, materials and instructions as required to adequately perform the services requested. OSHTECH shall NOT be liable for advice, interpretation, recommendation, finding, decision or work based upon inaccurate or incomplete information or non-representative samples supplied by Client.
9. The Client agrees to pay OSHTECH for services rendered under this agreement upon receipt of invoice for partial or completion of services. Purchase order, work order or job number supplied by the Client is for tracking and accounting purposes only and shall NOT prevail, unless specifically arranged with OSHTECH in advance.
10. OSHTECH shall act to protect the confidentiality of information and shall not directly or indirectly, disclose to third parties (including, but not limited to, OSHTECH suppliers) without the prior written consent any confidential client information produced, developed, or obtained by OSHTECH in connection with this Agreement.
11. Client shall indemnify and hold harmless OSHTECH from and against any and all claims, causes of action, demands, losses, costs, expenses, liabilities damages, legal settlements and judgments of any nature, and including without limitation those related to the defence or investigation thereof and all attorneys fees incurred, which are attributable to the negligence, deficiency or misconduct of the Client or its employees or agents, which arise from or are related to any matter or circumstance as to which OSHTECH does not expressly assume responsibility or disclaims responsibility herein, which exceed the maximum amount for which OSHTECH is liable as set forth herein, or which are attributable to the acts, errors or omissions of others and arise or are related to the agreement or the services and work provided.
12. OSHTECH shall not re-assign this Agreement, but may at its own discretion and without further notice of any kind, subcontract portions of the work, provided that Subcontractors employ similar standards of diligence and care in the performance of work, are able to meet performance and quality control objectives for work completion and satisfy the American Industrial Hygiene Association (AIHA – LAP, LLC) standards for accreditation or those of CALA or other ISO 17025 accreditation authorities. Such action shall not relieve OSHTECH or its Subcontractors of obligations or liabilities under this Agreement.
13. OSHTECH may make arrangements with other commercial and academic laboratories, with permission of the client, where a request for analytical services, research and/or method development is contemplated that may involve access to unique expertise, specialized equipment, facilities, etc. that are not readily available and where ISO 17025 standards may not be in effect.
14. A quality control blank field sample should be provided by the client for each type of analysis and sampling media. The laboratory will provide a media blank if one is not submitted and this will be added to the scope of work, processed and charged accordingly.