

REQUEST FOR ASBESTOS ANALYSIS – CHAIN OF CUSTODY

➔ Name: _____ Email: _____
 Company: _____ Phone: _____
 Mailing _____ Your Ref / PO#: _____
 Address: _____ Payment Method: _____

Sample Identification	Physical Description (Differentiate the Layers)		
	Type of Material	Layers#	Other properties (Colour, texture, loose, crumbly, painted, patterned, etc)

#Samples may consist of multiple layers which require independent analysis.

➔ Signature: _____ Date Submitted: _____ Date Sampled: _____
On behalf of the above-named client I accept the OSHTECH terms & conditions (page 2 of 2) when requesting these services.

➔ **Turnaround Time Requested** **Rush service must be pre-arranged.

☐ 5 Business Days
 ☐ Expedited – Next Business Day
 ☐ Rush – Same Business Day

Laboratory Cutoff Time is 3:00pm
Laboratory Cutoff Time is 10:00AM

Ceiling	Exteriors	Flooring	Uncategorized
CT = Ceiling Tile CP = Ceiling plaster CS = Stippled (Popcorn) ceiling	ECP = Cladding, Panels (Transite board) ESS = Siding, Shingles EST = Stucco ETR = Transite cement panels ERF = Roofing Felt	VT = Vinyl Floor Tile SF = Sheet Floor (Linoleum) U = Underlay MA = Mastic / Adhesive	GA = Gasket Material MD = Mixed Debris
Wall Panels	Insulation		
WP = Plaster GY = Gypsum (Drywall) WB = Wallboard (cement) WF = Finish Plaster (incl. Drywall mud)	ITW = Thermal wrap (pipe / tanks / fittings) ILF = Loose fill insulation (other than vermiculite) ICL = Cloth/Fabric wrap (on pipes, ducts)	IFP = Fireproofing (sprayed) IAS = Acoustical (sprayed) IPA = Paper (thermal barrier – ducts)	

OSHTECH USE ONLY

Received By: _____ Date Received: _____ Time Received: _____

1. By submitting a request for analysis, the Customer acknowledges and accepts in whole the provisions expressed herein for the terms and conditions outlined in this document, without revision, expansion, amendment, superseded or waived, unless otherwise authorized in writing by a signatory of OSHTECH.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 signature of the customer or representative thereof indicates acknowledgement, acceptance and confirmation of all terms and conditions herein stated. Any performance of work with respect to delivery of services, supplies or equipment by OSHTECH, in part or whole, pertaining to a request for analysis as indicated on page 1, or if by use of other such instrument of written instruction prepared by, for, on behalf of, or from the Customer [including letterhead, electronic mail] pertaining to submitted samples, shall be construed as consent by the Customer and acceptance of these terms and conditions. Any additional, conflicting or revised terms or conditions obtained by instruction or communication from the Customer, pertaining to subsequent services, work, or analysis being contemplated or as related to prior dealings shall NOT be deemed as an acceptance thereof, unless by separate acknowledgement or agreement with OSHTECH.

3. OSHTECH will provide equipment, personnel, materials and/or support services to perform laboratory testing as may be requested by the Customer and agreed to by OSHTECH. Acceptance or rejection of any such request or timelines proposed by the Customer 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 intake at the OSHTECH laboratory, the samples will be processed based on "normal" turnaround times of 5 business days for asbestos samples, unless the request for services specifies other timing and instructions as pre-arranged and agreed to by OSHTECH. If the condition or identity of the samples or if instructions about the request are faulty or incomplete this may result in delay of sample intake and/or processing. Samples will be held in accordance with OSHTECH QA/QC practices, then disposed in an environmentally acceptable manner after 1 month, unless otherwise instructed and agreed to in writing.

4. Special deliveries, unique or atypical analyses, "after-hours" and rush services 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 the Laboratory enough time for provision of equipment, personnel, materials and/or support services as may be requested by the Customer. 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 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 where applicable ISO 17025. Such action shall not relieve OSHTECH or its 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 will be performed by OSHTECH and/or its Subcontractors in accordance with standard chemical laboratory practices, QC protocols and generally accepted analytical methods, but NO other expressed or implied representation or warranty is provided by OSHTECH. The Customer shall notify OSHTECH immediately of perceived non-compliance with such expressed warranty. However,

OSHTECH shall not be liable to the customer if such non-compliance is caused by delays, negligence, omission, deficiency or willful misconduct of the customer. Notwithstanding any other provision of this agreement, the liability of OSHTECH to the customer, or to any other person or entity, arising out of, or resulting from or in connection with this agreement or 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 Customer shall provide OSHTECH with all information, materials and instructions in a timely manner as required to adequately perform the services. OSHTECH shall NOT be liable for advice, interpretation, recommendation, finding, decision or work based upon inaccurate or incomplete information or unrepresentative samples supplied to the Laboratory.

9. The Customer agrees to pay OSHTECH for services provided under this agreement upon receipt of an invoice, per the terms of the invoice, or other applicable arrangements made with OSHTECH Inc. for supplies, services and performance of work, in whole or part. Purchase order, work order or job number supplied by the Customer 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 customer information produced, developed, or obtained by OSHTECH in connection with this Agreement, except if compelled by law.

11. The Customer shall indemnify and hold harmless OSHTECH Inc. 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 attorney's fees incurred, which are attributable to the negligence, deficiency or misconduct of the Customer 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 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. Such action shall not relieve OSHTECH or its Subcontractors of obligations or liabilities under this Agreement.

13. A quality control blank field sample is normally required from the customer, but this is not applicable to analysis of Asbestos and Vermiculite samples.

14. Fee structure for expedited services are as follows:

RUSH TAT	SURCHARGE
Same Business Day	200%
Next Business Day	100%