



AVOID DELAYS - FILL OUT COMPLETELY RUSH TURNAROUND TIMES MUST BE CONFIRMED BY EAG



CHAIN OF CUSTODY BULK ASBESTOS ONLY PLEASE DO NOT SEPARATE FORMS

EAG WORK ORDER # _____

PAGE _____ OF _____

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Company Name			TURNAROUND (✓) RUSH _____ NORMAL _____		LABORATORY PROCEDURE			
Report Address					ASBESTOS COMPOSITE	ASBESTOS LAYERED	FULL ANALYSIS: ASBESTOS / NON-ASBESTOS	POINT COUNT APPROVED
City	State	Zip						
Phone	Fax							
Report Attention								
Email Address								
Project Name								
P.O. # Quote #								

SAMPLE IDENTIFICATION	MATRIX	COLLECTION DATE				

Method of Shipment: EAG Client Fed Ex UPS Other _____

Explanation of Laboratory Procedures:

EA Group employs EPA Method 600/R-93/116 in the analysis of bulk materials for asbestos content by polarized light microscopy (PLM).

Composite Analysis – Sample will be composited and a single result will be reported for asbestos content. Point Count is NOT applicable to this analysis.

Layered Analysis – Individual layers will be analyzed separately. The report will not include non-asbestos components.

Full Analysis – Individual layers will be analyzed separately. The report will include asbestos and non-asbestos components.

Point Count – The point count procedure is typically used to quantify asbestos in samples previously quantified by the Visual Estimation Method. A separate charge applies for each sample that is point counted. This method is NOT applicable to Composite Analysis.

Relinquished by (sign)	Date/Time	Received by (sign)	Date/Time
Relinquished by (sign)	Date/Time	Received by (sign)	Date/Time
Relinquished by (sign)	Date/Time	Received by (sign)	Date/Time

Terms and Conditions for Laboratory Analysis

1. These terms and conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory ("Lab") and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The Lab specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the Lab. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by Lab of any provision, term or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach or obligation of the client. This agreement shall be administered and interpreted under the laws of the state from which the services are procured.
2. **WARRANTY.** Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, Lab warrants only that it will perform testing services, obtain findings and prepare report in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. Lab makes no other warranty, express or implied.
3. **SCOPE and COMPENSATION.** Lab agrees to perform the services described in the proposal or agreement to which the Terms and Conditions are attached. Unless the parties agree in writing to the contrary, the duties of Lab shall not be construed to exceed the services specifically described.
4. **SAMPLES.** Client shall provide a completed and signed Chain of Custody with the samples being submitted for analysis. The chain of custody shall provide all the information required to enable Lab to perform its services. Lab shall not be liable for any incorrect advice, findings, decisions or recommendations based upon inaccurate or incomplete information or samples supplied by client. This information must include the known presence of hazardous substances as defined by local, state and federal law.
5. **SAMPLE ACCEPTANCE.** Acceptance is defined as that point in time which Lab has received and inspected the samples along with project guidance regarding the analysis to be done and resolved any discrepancies concerning the samples or the chain of custody form. Lab reserves the right to refuse sample acceptance based on but not limited to hazardous composition, unsuitable volume, holding time failure or the passage of time prior to delivery such that the sample viability cannot be maintained.
6. **SAMPLE HANDLING.** Prior to Lab's acceptance of any sample (or revocation of acceptance), the entire risk of loss of or damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will Lab have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Lab's premises. Lab will use its best effort to arrange for the shipment of specially prepared sample bottles, sampling instructions per client instruction by the readily available, least cost method. Any other shipment arrangements will be at Client's expense. Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, Lab may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis, unless modified by applicable state or federal laws. Client will be required to give to Lab written instructions concerning the disposal of these samples. Lab reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample which, in the sole judgment of Lab, (a) is of unsuitable volume, (b) may be or become unsuitable for, or may pose a risk in handling, transport or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance, and whether or not such a presence has been disclosed to Lab by Client or (c) has been delivered to Lab more than 72 hours after sampling or if one half or more of the recommended holding time for analysis has elapsed.
7. **METHODS.** Where applicable, Lab will use analytical methodologies which are in substantial conformity with U.S. EPA, State Agency, American Society for Testing and Materials (ASTM), Association of Official Analytical Chemists (AOAC), Standard Methods for the Examination of Water and Wastewater, or other recognized methodologies. Lab reserves the right to deviate from these methodologies, if necessary or appropriate, due to the nature or composition of the sample or otherwise, based on the reasonable judgment of Lab. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Lab's standard operating procedure.
8. **SUBCONTRACTING.** Lab reserves the right, at its discretion, to subcontract services ordered by the client to another laboratory or laboratories.
9. **TERMINATING/SUSPENDING ANALYSIS.** In the event all or any portion of the work prepared or partially prepared by Lab is suspended, abandoned or terminated by Client, the Client shall pay Lab the reasonable value of all work performed.
10. **TESTIMONY.** In the event that Lab is compelled, by subpoena or otherwise, to provide or produce documents or give testimony, whether at deposition, hearing or trial, in relation to services provided hereunder, then Lab shall be compensated by Client for the associated reasonable expenses (including attorneys fees) and labor for Lab's preparations and testimony based upon the Lab rate schedule applicable at that time.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed according to the laws of the State of Ohio.
12. **PAYMENT TERMS.** Invoices are due and payable within 30 days from the date the Invoice is sent. A \$50.00 minimum charge may be applied to very small orders. Lab reserves the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances. The Client agrees to pay reasonable attorneys' fees, legal costs and other collection costs incurred by Lab in pursuit of past due payments. If payment remains past due 50 days from the date the invoice is sent, then Lab shall have the right to terminate this Agreement, and all reasonable termination costs will be paid by the client.
13. **SCOPE OF LIABILITY.** Lab, notwithstanding any other provision of the Agreement, shall not be liable for consequential, indirect, special, incidental, or exemplary damages which may arise or are connected to this agreement or the services provided by Lab pursuant to this agreement. Notwithstanding any other provision of this Agreement, the liability of Lab to Client, or to any other person or entity, arising out of, resulting from, or in connection with this Agreement or the services provided by Lab, including but not limited to Lab's negligent professional acts, errors or omissions, and whether or not related to hazardous substances, shall not exceed the compensation paid to Lab under this agreement.