



Date Implemented: 12/16/2022

Revision Date: 12/15/2022

## Terms of Service and Conditions

### Interpretation and Definitions:

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions:

Company: (referred to as either "PAL", "the company", "We", "Us" or "Our" in this agreement refers to Precision Analytical Laboratories 3430 16<sup>th</sup> Street.

Website: refers to [www.precisionanalyticallaboratories.com](http://www.precisionanalyticallaboratories.com) accessible on any digital device.

PAL: Precision Analytical Laboratory.

Client: (also referred to as "you") An individual, patron, business, group, or cooperation that delivers samples to PAL or employs the services of PAL.

Acceptance: Determination by PAL to proceed with work following receipt of such samples.

Agreement: The terms outlined in this document that are agreed upon by PAL and the Client.

Terms and Conditions: (also referred to as "Terms") means that these terms and conditions form the entire agreement between you and the company regarding the use of the Service.

Services: Any data, reports or information produced by PAL.

### Introduction:

Please read the terms and conditions completely before employing the services of PAL. These terms of Service represent an agreement between PAL and the Client. Both PAL and Client will adhere to these terms unless adjustments are agreed to in writing and signed by a duly appointed representative by both PAL and the Client prior to services rendered. By employing the services of PAL the Client agrees to adhere to the terms and conditions herein.

### General:

PAL reserves the right to update or change the Terms of Service at will, due to changes in law or market. The updated Terms of Service will be posted to all clients upon implementation, and it is the responsibility of the client to read and understand this agreement. It is PAL's understanding that by employing its services the Client has read and agrees to the Terms of Service.

A work order embodied in the Chain of Custody shall not be valid unless it contains sufficient specifications to enable PAL to carry out the Client's requirements. Samples must be accompanied by:



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- a) Adequate instruction as to the quantity and type of analysis requested, and
- b) Reporting and billing address information.

**Price and Payment:**

Taxes have not been included on the listed price of the service requested by the Client.

The Client agrees to pay all applicable charges to process this order.

Payment in advance of services is required for all Clients except those whose credit has been established with PAL. For Clients with approved credit, payment terms are net 30 days from the date of the invoice by PAL unless other payment terms are agreed to in writing. All overdue payments are subject to an interest and service charge of ten percent (10%) per month.

All fees are charged or billed directly to the Client. Clients are responsible for payment of analyses performed by PAL, regardless of their payment status with any client of their own for whom analysis may have been undertaken.

PAL may suspend work and withhold delivery of data under this order at any time if the Client fails to make timely payment of its invoices. The Client shall be responsible for all costs and expenses of collection including reasonable attorney's fees.

Data or information provided to PAL or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by PAL of payment for the entire order unless other arrangements are made in writing with a duly appointed representative of PAL and the Client.

**Liability:**

PAL's reports, notes, calculations, and other documents related to the analysis of samples are provided as instruments of service. They are not represented to be suitable for reuse by the Client or others for projects other than the initial project. Any reuse without written verification from PAL will be at the Client's sole risk and without liability or legal exposure to PAL. PAL will retain analytical records for 5 years.

It is understood by the Client that, in the event of PAL's non-compliance with one or any of its obligations under these Terms of Service, the Client's exclusive and sole remedy in law or equity against PAL shall be to require reanalysis of the samples submitted. In no event shall PAL be liable to the Client for any liabilities, damages, lost profits, loss of good will, or consequential damages that the Client may incur because of, or in connection with PAL's non-compliance with one or more of its obligations under these Terms of Service and this agreement. No warranty, expressed or



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implied, including warranty of merchantability or fitness for a particular purpose is made or implied.

PAL will endeavor to meet any date quoted by PAL for completion of services, but any date named by PAL for completion is given and intended as an estimate only and is not to be of the essence of the contract. PAL shall not be liable in any way in respect of late completion of the services howsoever caused, nor shall such late completion be deemed to be a breach of contract.

In no case shall PAL, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort, (including negligence), strict liability or otherwise, arising from the Clients use of any of the services or any produced product for any other claim related in any way to the Clients use of the service or any product, including, but not limited to, errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content, or product posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### **Client Obligations:**

The Client shall take, bottle, store, and transport samples prior to delivery to PAL in such a way that ensures that the results generated from the subsequent analysis of the sample has not been compromised. PAL shall deem that this obligation has been met unless it becomes aware of facts to suggest otherwise.

The Client shall clearly and accurately label the samples and materials with a unique identification reference and the time and date on which the sample was taken. Failure to meet the requirements set out in this subsection, the Client will confirm with PAL whether they wish to proceed with the analysis within the specified time for a response, the default of which, PAL will proceed with the analysis and the results of the analysis will contain a notification that the results may not be reflective of the concentration present at the time of sampling.

The Client will provide PAL with such quantities of samples for analysis and in such forms as required for PAL analysis. The Client shall submit a full schedule with the samples together with any other relevant information likely to be useful during analysis without limitation, where the Client has any suspicion that there may be present in the sample substances hazardous to health or dangerous to employees or agents of PAL.



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In such an event where the sample becomes compromised in the custody of PAL due to no fault of PAL, such as an extreme weather event, or unpredictable changes to lab conditions, PAL shall be held irresponsible. The Client responsibility will be to resample for uncompromised analysis, or the PAL will confirm with the Client whether they wish to proceed with the original analysis and the result of the analysis will contain a notification of the nonconformity.

#### **Methods:**

PAL will use analytical methodologies which are in substantial conformity with published test methods. PAL has implemented these methods in its Laboratory Quality Manuals and reference Standard Operating Procedures where the nature or composition of the samples requires it. PAL reserves the right to deviate from these methodologies as necessary or appropriate, based on the reasonable judgement of PAL. Deviations, if any, will be made on a basis consistent with the recognized standards of the industry and/or PAL's Laboratory Quality Manuals.

The Client may request that PAL perform according to a mutually agreed upon Quality Assurance Project Plan (QAPP). If samples arrive without a prior agreement on a QAPP, PAL will proceed with analyses under its standard Quality Manuals then in effect, and PAL will not be responsible for any re-sampling or other changes if work must be repeated to comply with the subsequently finalized QAPP.

#### **Sample Retention:**

PAL may dispose of the Client's samples 14 calendar days after the analytical report is issued, unless instructed to store them for an alternate period or return such samples to the Client. The return will be at the Client's own expense.

#### **Termination:**

These Terms of Service are effective unless and until terminated by either the Client or PAL. The Client may terminate these Terms of Service at any time by notifying PAL that they no longer wish to employ the services of PAL. If in PAL's sole judgement the Client fails, or we suspect that the Client has failed, to comply with any term or provision of these Terms of Service, PAL also may terminate this agreement at any time without notice and the Client will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny the Client access to our services (or any part thereof).

The Client shall be liable to indemnify PAL in full in respect of any direct or indirect losses (to include but not be limited to economic loss including loss of profits) they incur because of such termination.



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**Disputes:**

If the Client has any concerns or disputes about the laboratory analytical results or practices, you agree to first try to resolve the dispute informally by contacting the company.

**Indemnification:**

The Client shall indemnify and hold PAL, our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees harmless from and against any and all liabilities, claims, demands, expenses and causes of action which the Client may incur or suffer, including claims from third persons not parties to this agreement, regardless of whether such liabilities, claims, etc. arise out of or as a result of negligent or intentional acts or omissions of the Client, except to the extent that such liabilities are caused by negligent acts or omissions of PAL.

The client shall fully indemnify PAL against all claims, demands, actions proceedings and damages, losses, costs and expenses which are made or brought against or incurred or suffered by PAL directly or indirectly and whether wholly or partly resulting from the Clients failure to comply with its obligations under these conditions or under the contract.

**Design Improvement, Confidentiality, Data Protection, and Intellectual Property:**

PAL reserves the right at any time without prior notice to make such changes in design, construction, composite material layout or equipment as it, in its absolute discretion, deems appropriate.

All intellectual property rights (including, without limitations, patents, registered and unregistered designs, trademark and service marks (registered or not) and copyright and any applications for them) ("Intellectual Property") created by PAL during the performance of the contract or otherwise created or used in the provision of the services shall remain PAL's property.

Subject to the payment of all charges under the contract, PAL agrees to grant to the Client an irrevocable, royalty free copyright license to use and reproduce the intellectual property contained within the analytical results provided to the Client as part of the contract. PAL shall not be liable for the use of such documentation other than for the purposes intended under the contract or for any use or reliance by third parties.

PAL shall have no liability to the Client in respect of any actual or alleged infringement of any intellectual property right of third parties in relation to the services specified in the order or their testing except to the extent (if any) that such infringement occurs by reason of the design of PAL.



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Both parties shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the contract and shall not use or disclose the same save for the purposes or the proper performance of the contract or with the prior written consent of the other party; except that its obligation of confidentiality shall not extend to any matter which can be shown to be part of the public domain other than as a result of a break of the obligations of confidentiality under this contract; or where any applicable law requires the disclosure of the relevant matter. PAL reserves the right to share such information with other companies within the PAL group without the need for prior written consent of the other party.

**Data Protection:**

Where personal data provided this shall be used only in relation to the delivery of the contracted service or product.

**Personal Information/Privacy Policy:**

Personal information that is collected will consist only of addresses for invoicing purposes, Client names, and phone numbers. This will be collected via the chain of custody and is required for sample tracking, and traceability but will not be used for any other purposes than producing and reporting data. Personal information will be stored only if the relevant data and generated reports are stored, no longer than 5 years after the report generation for each work order.

Client personal information will be used only for the purposes of reporting results. PAL's standard reporting procedure will be sent by e-mail. The report e-mails will be sent with a reproduction disclaimer and a request that if the recipient of the e-mail was not the intended recipient destroy the e-mail and all data associated. Personal information can be requested at any time from PAL and will be provided. PAL will make all efforts to correct any inaccurate personal information at the request of the Client. No analytical data can be changed or updated once reported.

PAL reserves the right to share personal information with third party affiliates only in the capacity of subcontracting, in which case the Client will be informed before the sample is subcontracted. Information will also be made available to third party accrediting bodies, auditors, and the Washington State Department of Ecology, only for the purposes of obtaining and maintaining EPA and TNI laboratory accreditation. PAL will take all reasonable precautions to protect the personal information of all Clients.

PAL reserves the right to make changes to its Privacy Policy at any time and will update all Clients at such a time when that occurs. The updated policy will be provided to all current Clients through e-mail. It is the responsibility of the Client to review, and employment of PAL's services constitutes acceptance of this policy.



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**Contact Us:**

If you have any questions about these terms and conditions, you can contact us:

- By email: [info@washmarine.com](mailto:info@washmarine.com)
- By phone: 425.317.8298

**Revisions Table:**

