



Terms and Conditions

1. By sending Curtis and Tompkins LTD (C&T) samples the Client agrees to the following Terms and Conditions.
2. All sample receiving requests, additional testing, and any requests for service must be submitted in writing.
3. The Chain of Custody (COC) documentation filled out by the Client shall be considered the Client's formal notice for C&T to proceed with analysis requested in accordance with the rates quoted and terms herein.
4. Bottling/Glassware
 - i. All requests for sampling glassware must be made at least 48 hours in advance of delivery from C&T.
 - ii. Shipping in continental US will be provided by C&T via UPS Ground.
 - iii. The Client bears all charges and fees associated with expedited delivery timetables.
5. Orders, Receipt of Samples, and TAT:
 - i. C&T expects to be included by Client in pre planning as it pertains to project/sample scheduling.
 - ii. Turn Around Time (TAT) is based on lab operational hours and accurate communication from the Client regarding sample delivery to C&T laboratory locations. C&T Project Managers (PM) must be notified 10 business days in advance of receipt of samples. Client also assumes responsibility for communicating any changes to sample delivery schedule.
 - iii. Lab sample receiving hours are Mon thru Fri from 8 AM – 6 PM. After hours deliveries may be available upon request.
 - iv. All TAT will be calculated from the point in time when C&T has determined that it can proceed with defined work following receipt, inspection of samples and acceptance of delivery, and resolution of any discrepancies in COC forms.
 - a. For rush orders, TAT is measured in full business days; for example, samples arriving for 1 Day TAT are due by the end of the next business day, regardless of time delivered. To best ensure timely delivery of results the Client accepts the responsibility of accurately communicating expectations for sample delivery to their C&T PM.
 - v. Samples classified as Radioactive, Hazardous, Explosive, or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. C&T reserves the right to return or refuse acceptance of any sample which, because of its condition or contents at the time of delivery, may be unsuitable for, or may pose risk in, handling or processing for analysis.
 - vi. Courier service must be arranged at a minimum of 24 hours in advance. Additional costs may be incurred for courier pickups scheduled the same day as the request.
 - vii. After-hour and weekend sample receipt is available but must be pre-arranged with the laboratory and may incur additional costs.
 - viii. Prior to sample acceptance by C&T, C&T accepts no responsibility or liability for samples transported other than those samples transported by C&T courier services.
6. Payment Terms, Pricing, and Rental Equipment
 - i. For Clients with approved credit, payment terms are net 30 upon date of invoice by C&T. All overdue payments are subject to (and applied at the discretion of C&T) an additional interest and service charge of one and one half percent (1.5 %) (or the maximum rate permissible by law, whichever is greater) per month or prorated portion based on due date of the late payment. Credit cards accepted (Visa and MasterCard only).
 - ii. The Client may be asked to provide the original quote for services provided by the lab to ensure the proper pricing is attributed to each project/order. Should the Client not be able to provide job specific quotes, pricing will revert to standard list pricing.
 - iii. C&T reserves the right to review and change any pricing if work items are added or removed from the original scope of work. Work items include the number of samples, holding time, turn-around time, man hours, Client payment history, and pickup location. This provision is not limited to analyses and includes rental equipment, field sampling services, lab management services, and any services contracted with the Client. For example, should a sample be delivered as such that the "hold time" is in danger of expiring, Client will be charged "Rush" pricing to maintain said sample's "hold time".
 - iv. Additional costs may be incurred for shipment of deionized water to the field for rinsates and field blanks.
 - v. C&T provides sampling equipment on a rental basis. The rental price quoted is for a maximum of 1 week. Rental duration will be established at time of issuance by PM. Should the Client not return the sample equipment there will be an additional charge equal or greater to the original quote price PER DAY EQUIPMENT IS CONSIDERED LATE. Client accepts full liability for any damage to rental equipment, damage is determined under full discretion of C&T. Should equipment not be returned within 30 days, Client will be invoiced for full cost of equipment payable under the terms listed herein.
7. Indemnity
 - i. Client agrees to indemnify and hold harmless C&T of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of or relating to the work of Client.
8. Miscellaneous
 - i. Results and reports are available by email, hardcopy delivery, and via LabLine. Printed and shipped copies may incur an additional fee. Electronic data deliverables (EDD) are available; your PM will detail the various formats available.
 - ii. C&T standard reporting limits are offered. Should a Client need lower reporting limits and C&T determines said limits are possible; there will be an additional fee.
 - iii. These terms and conditions, together with any additions or revisions which may be agreed to in writing by C&T, embody the whole agreement of the parties and provide the only remedies available.
 - iv. In addition, these terms and conditions, and any subsequent agreements or transactions agreed upon in writing by C&T are governable by the State of California.