

EMSL ANALYTICAL, INC. 107 Haddon Avenue, Westmont, NJ 08108 856-858-4800
PLEASE FAX TO CREDIT DEPT. (856) 858-7141

CLIENT PROFILE

Firm Name			Phone:		Fax:		Date					
Billing Address					Shipping Address (if different)							
City			State		Zip		City		State		Zip	
Years in Business		<input type="checkbox"/> Corporation			<input type="checkbox"/> Partnership			<input type="checkbox"/> Sole Proprietorship				
Name of Principal or Owner						Title						
Type of Business							EMSL Representative					
BANK INFORMATION												
Bank Name							Contact					
Address												
City			State		Zip		Phone:			Fax:		
Account Information		<input type="checkbox"/> Checking			<input type="checkbox"/> Savings			Account #				
TRADE/CREDIT REFERENCES												
Business Name							Contact					
Address							Phone:					
City			State		Zip		Fax:					
Business Name							Contact					
Address							Phone:					
City			State		Zip		Fax:					
Business Name							Contact					
Address							Phone:					
City			State		Zip		Fax:					

I/We have read and understand EMSL's terms and conditions and understand that submittal of samples to EMSL for analysis constitutes agreement of all prices and conditions provided to me by EMSL Analytical, Inc. The information above is submitted for the purpose of obtaining credit. I/We authorize your investigation of any of the above information. I/We understand that accounts not paid within established credit terms stated on invoice will be considered delinquent. It is agreed that a late payment charge of one-and-one half percent (1 1/2%) per month on the unpaid balance may be imposed on accounts owing after 30 days from initial due date. Should collection become necessary, I/We agree to pay all cost incurred, including a reasonable attorney's fee.

Signature

Title

Date

EMSL, Inc STANDARD TERMS AND CONDITIONS

A. SAMPLE SUBMISSION AND DOCUMENTATION

Written analytical instructions on chain of custody forms or company letterhead must accompany all samples. When pricing is based on a particular project please reference the Quote # on the Chain of Custody.

B. SAMPLE ACCEPTANCE

EMSL reserves the right to return or refuse acceptance of any sample which, because of its condition or contents at time of delivery may be unsuitable for, or may pose risk in, handling or processing for analysis. Asbestos samples that are prepared and are rejected for analysis due to overloading or other conditions which prohibit them from being analyzed, are subject to a charge. Please contact the laboratory for further information.

C. SAMPLE DELIVERY

In general, laboratory hours are 8 A.M. to 5 P.M. Monday through Friday, and Saturdays from 8 A.M. to 1 P.M., excluding national holidays. Contact laboratory to arrange sample delivery at times other than normal working hours. Call the laboratory or your account manager to see if a surcharge applies.

D. SAMPLE TURNAROUND TIME (TAT)

Sample TAT's range from 6 hours to 2 weeks. Turnaround may vary for samples requiring special handling, difficult matrices, or other circumstances beyond EMSL's control. Rush turnaround services are available contingent upon pre-arrangement with the laboratory.

E. PAYMENT

Payment terms are Net 30 days from the date of invoice and may incur a minimum billing charge. Interest will be charged on all past due balances at the rate of one and one-half (1.5%) per month or portion thereof from the due date until the date of payment. Prices are subject to change periodically without notice. All discounts will be voided or reduced at EMSL's sole discretion if invoices are not paid within our terms of sale. In the event that EMSL commences legal proceedings to enforce its rights hereunder, the client shall be responsible for all EMSL's reasonable legal fees and expenses and the client hereby consents to the jurisdiction of the Federal and State courts of the State of New Jersey.

Third party invoicing will be accepted provided a signed statement by the third party is submitted to EMSL. This statement must acknowledge acceptance of our terms and conditions. The client will remain liable for failure by the third party to submit payment within the payment terms portion of this agreement.

F. SAMPLE RETENTION

Samples will be retained by EMSL for 30 days after analysis date and returned to the client, unless otherwise directed by the client.

G. CHANGE ORDERS AND CANCELLATION

Changes in the scope work or turnaround time may be requested by the client after sample acceptance. Change orders must be confirmed in writing by the client and EMSL, and may result in a change in cost. In the event work is canceled by a client, EMSL will complete work in progress and invoice for work completed to the point of the cancellation notice.

H. DELIVERABLES

Additional charges must be necessary for customized reports which differ significantly from the EMSL format.

I. LIABILITY

In no event shall EMSL be liable to client or to any third party for any consequential, incidental, indirect, special or exemplary damages, including any lost profit or lost savings even if EMSL has been advised knows or should know of the possibility of such damages, arising out of or in connection with EMSL's service hereunder or the delivery, use reliance upon or interpretation of the test data results by client or any third party. In no event shall EMSL be liable to client or any third party, whether based upon theories of tort, contract or any legal or equitable theory, in excess of the amount paid to EMSL by client hereunder.

J. INDEMNIFICATION

Client shall indemnify EMSL and its officers, directors and employees and hold each of them harmless for any liability, expense or cost, including reasonable attorneys' fees, incurred by reason of any third party claim in connection with EMSL's services, the test result data or its use by client.