

OILFIELD ENVIRONMENTAL & COMPLIANCE, INC.

TERMS & CONDITIONS - Policies, Notes and Assumptions

The following notes and assumptions are standard policy for Oilfield, Environmental & Compliance, Inc (OEC). All provisions will apply to each work order submitted unless otherwise specified in writing.

- 1. CHAIN OF CUSTODY: The client assumes all responsibility for the information as specified on the Chain of Custody (COC). OEC staff will make every attempt to provide the analysis specified on this document, but any and all questions resulting from ambiguity, incompleteness or timeliness of information on the COC document are the responsibility of the client. Please, if you have questions, call or email the laboratory to confirm COC information.
- 2. QUOTE DURATION: All quotes are valid for 180 days from date of issue, or as specified on the bid proposal. Your project or analysis must start prior to the quote expiration date in order for the quote to remain valid. Expired quotes will not be honored without prior written approval of the laboratory. At times, price adjustments may be necessary due to market conditions, so please contact your Sales Manager for rate confirmation prior to the start of your project.
- **3. STANDARD TURNAROUND TIME:** Turnaround Time (TAT) varies with the analysis requested, the sample matrix, and the current laboratory capacity. Results via PDF are normally available approximately seven (7) business days from receipt. If TAT is critical for your project, please verify that we can meet your requirements prior to sample arrival. If expedited turnaround times are desired, please contact the laboratory prior to sending any rush samples for analysis. Specialty tests such as radiologicals and isotopic analyses may take upwards of 15 to 45 business days for completion.
- **4. RUSH SURCHARGES:** The price schedule for expedited analysis is as follows, in working days: 5 days cost + 15%, 4 days cost + 25%, 3 days cost + 50%, 2 days cost + 75%, 1 day cost + 100%, ASAP cost + 200%. All rush analyses are due out by 5:00 PM (PST/PDT) on the date due, if not otherwise specified. All rush analyses will be invoiced based on the date the individual analysis is provided to the customer. For STLC/TCLP/ DI WET and other specialty analyses, please contact your Sales Manager or Project Manager for information on TAT restrictions and associated surcharges.
- **5. SAMPLE DISPOSAL FEES:** Samples held without analysis and not returned to the client will be subject to a fee of \$10.00 per sample for disposal. Environmental compliance or disposal fees may be applied at the laboratory's discretion.
- **6. SAMPLE STORAGE:** All samples are held for 30 days from the date of sampling. At the request of the customer, samples may be held for an extended period at a charge of \$5.00 per month, per sample. Extended storage is performed by sample freezing.
- **7. SAMPLE CONTAINERS:** Sample containers including appropriate preservatives, coolers, and ice will be provided upon request at no additional charge. Additional charge items include but are not limited to: brass sample tubes for soil (2" x 6" or 2.5" x 6"), air canisters, chambers, tedlar bags, Isoflasks, trip blanks. A minimum of 72 hours of notice is required for all specialty containers. Delivery times are dependent on quantity requested and geographic location.
- **8. COURIER SERVICE:** OEC offers sample containers/supply delivery via ground service or shipping. Costs are dependent on geographic location. OEC can provide courier service for sample pickup or supply delivery within a wide geographic area; however, advance notice is required, availability is limited, and additional charges may apply. In the case of express overnight shipping or urgent courier pickups, please contact your Sales Manager for a cost estimate.
- **9. FIELD SERVICES:** On-site sampling services are provided by our 40-hour HAZWOPER-certified field technicians. Custom field services including Geoprobe, soil vapor probes, and regulatory-specific requests are also available. Contact your Sales Manager for a cost estimate.
- 10. REPORT PROTOCOL: Analyses will be performed, and results reported in accordance with standard laboratory protocols unless otherwise requested prior to sample receipt. If specific target analyte lists, quantitation limits, method variances, QAQC or deliverables are required, please

contact your Project Manager as soon as possible to confirm that the laboratory can perform these requirements and provide results in a timely and mutually agreeable format. *NOTE*: Sample matrix interference can be a significant barrier in reaching the desired detection level, and OEC reserves the right to invoice for any extra work required to mitigate these issues.

- 11. INSURANCE: Standard proof of insurance is available at no charge. Certificates of insurance naming the client as "Additional Insured" with notification prior to lapse are also available. The charge for these certificates is \$40.00.
- 12. PAYMENT TERMS: For customers on terms, payment is due 30 days from the invoice date. Invoices may also be paid at any time with a credit card. Any account over 30 days will be subject to 1.5% in interest per month on the unpaid balance. Any account over 90 days may be placed on COD for all future work and may also be subject to collections. OEC accepts no other payment terms unless contractually specified. Discounts off of retail book price are based on project size, volume of work, and prompt payment. Any customer account in arrears will lose any







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discounted pricing and standard book prices will apply for all future analyses. All quotes are considered confidential. Please do not release quote information without prior approval of OEC.

13. RECORD RELEASE & STORAGE: All records related to client activities and communications are considered confidential and require client authorization for release. In the event litigation arises, OEC will comply with any subpoena requirements related to release of information and/or the confidentiality of that release. Historical records will be securely maintained by OEC for a period of 10 years from sample receipt. After 10 years, records will be disposed with no further client notification. Client signature on the COC document will serve as acknowledgement of this storage protocol.

All quotes are confidential. Please do not release quote information without prior approval of OEC. All clients are encouraged to work in close contact with a Sales Manager or Project Manager to ensure that your project gets started as smoothly as possible. Please feel free to contact OEC personnel if you need assistance at any time. Once your project is underway, your Project Manager will be the primary source for information regarding your order status. If you have any questions regarding OEC's terms and conditions, please contact us at info@oecusa.com or 805-922-4772.



