



# EMSL Analytical New Customer Account Profile

## Business Information

Business Legal Name							
Doing Business As							
Physical Street Address 1							
Physical Street Address 2							
City		State		Zip			
Country		Phone		Fax			
Email							
Fed ID #		#of years in business		Years at this location			
Type of Ownership	Sole Owner <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/>						
	Government or Municipality <input type="checkbox"/> Other <input type="checkbox"/>						

## Billing Address

Is Billing Address same as above : YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, please enter information below:							
Company Name			Billing Contact Name				
Street Address							
Street Address							
City		State		Zip			
Country		Phone		Fax			
My Company Requires Purchase Orders YES <input type="checkbox"/> NO <input type="checkbox"/>							

Thank you for taking the time to register with EMSL Analytical. Your account will be set up based on the information you provided on this form, once you submit samples. Please note that completion of this document does not guarantee net 30 terms.

Signature \_\_\_\_\_

Date \_\_\_\_\_



EMSL ANALYTICAL, INC.  
LABORATORY • PRODUCTS • TRAINING

# CREDIT CARD AUTHORIZATION FORM

EMSL ANALYTICAL, INC.  
200 ROUTE 130 NORTH  
CINNAMINSON, NJ 08077  
PHONE: (800) 220-3675  
FAX: (856) 786-5970

As a service to our clients, EMSL Analytical, Inc. ("EMSL") can retain your credit card information on file and automatically charge your credit card for services you have ordered when they are invoiced. The invoice will be forwarded with the analytical report(s).

To take advantage of this service, complete the form below. All information must be printed clearly and exactly as it appears on your credit card. If you have any questions, please contact our Credit Department at 1- 800-220-3675.

If you prefer, you may leave your telephone number and the laboratory will contact you to receive your credit card information via telephone, however, completion of the form below is required for all card on file accounts as a signature is required to participate in this service.

Please fax this authorization to Attn: Credit and Collections - (856) 786-5970.

### Important Disclaimer

EMSL Analytical, Inc. is committed to a security standard policy that protects your credit card data from unauthorized access once this data is in our possession. EMSL does not guarantee the security of your credit card data during the period of transmission (i.e. mail or FAX).

Company or Individual Name:		Name on Credit Card:	
<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Am EX	Card Number	Exp Date (MM/YY) ____/____	Security Code
CC Billing Address	City, St./Prov.	Zip/Postal Code	
<b>EMSL CUSTOMER ID:</b>			
Cardholder Signature _____		Cardholder Phone Number _____	
By signing this form and providing your credit card number, you acknowledge that the card # and information on the card is valid and was not obtained fraudulently. You authorize EMSL to receive payment for analytical services from the credit card company contemporaneous with the invoice(s). Any disputes regarding quoted prices, results or other testing issues must be submitted in writing to EMSL management for resolution within 30 days of invoice date. Contact customer service at 1-800-220-3675 for the address. Our policy is to offer in- house credit only for analytical results provided by EMSL under the terms negotiated; cash refunds may be issued on a case by case basis. Cardholder is responsible for updating credit card information as necessary.			
<b>I have read and understand EMSL's terms and conditions for credit card use stated above, and:</b>			
<b>I authorize EMSL Analytical, Inc. to keep my credit card on file. <input type="checkbox"/> Yes <input type="checkbox"/> No - If Yes, please select one option below:</b>			
<input type="checkbox"/> I authorize EMSL Analytical, Inc. to automatically charge my credit card for each order submitted.			
<input type="checkbox"/> I authorize EMSL Analytical, Inc. to automatically charge my credit card monthly.			
<input type="checkbox"/> Call prior to any CC charge. Phone Number: _____			
<b>Signature</b> _____		<b>Date</b> _____	



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# TERMS & CONDITIONS FOR ANALYTICAL SERVICE

*(By applying for an EMSL Analytical, Inc. account you are agreeing to the Terms and Conditions for analytical and product services listed below.)*

1. **PRICING IS BASED ON THE FOLLOWING BUT NOT LIMITED TO THE FOLLOWING CONDITIONS:** The Client Chain of Custody Documentation shall be considered the clients formal notice to proceed with the stated analysis in accordance with the rates and terms herein.
2. **TURN-AROUND TIMES (TAT) /DUE DATES:** Turn-Around Time (TAT) due dates are based on the Lab Operational Hours. Samples are date/time stamped and the TAT is tracked during lab operational hours for the particular lab utilized. As such, Expedited TAT's (3 hour, 6 hour) must arrive at the laboratory early enough in the day if same day results are needed. Contact your local lab for hours of operation and sample delivery times necessary to accommodate expedited TAT requests.
3. **RESULTS ARE AVAILABLE BY FAX, EMAIL, AND/OR INTERNET (LABCONNECT™).** LABConnect™ is available for only Asbestos, Lead, and Micro. Please let the lab know your preferred method for receiving results via directives on your Chain-of-Custody documentation. Electronic Data Deliverables may be available; contact your account representative for specific information and capabilities.
4. **PRICE DISCOUNTS MAY BE OFFERED FOR LARGE VOLUME ORDERS/SAMPLE DELIVERY GROUPS IF PRENEGOTIATED** prior to work submitted AND pre-approved in writing by an authorized EMSL Representative. A Client Account Representative is assigned to every account for pricing questions and any customer service needs. If you do not know your account representative, please call our Corporate Office Customer Service Department at 800-220-3675.
5. **REPORTS, CHAINS-OF-CUSTODY, AND INVOICES ARE AVAILABLE 24/7 VIA INTERNET ACCESS TO OUR "LabConnect™"** - LABConnect™ is available for only Asbestos, Lead, and Micro. Please let the lab. Please contact your account representative to set up your account for this service or go to our website [www.EMSL.com](http://www.EMSL.com) and click on the LabConnect™ link.
6. **NOT ALL SERVICES AND/OR ALL TESTS ARE OFFERED AT EVERY EMSL LABORATORY LOCATION.** Please contact your account representative to verify that the local EMSL laboratory you are using provides the services/tests that you require. Client is responsible for confirming the applicability of any local, state, regional, or national certification requirements. All EMSL Accreditations and Certifications are provided on our website. Client is also responsible to confirm individual parameter certifications for each certification.
7. **SAMPLES CLASSIFIED AS HAZARDOUS OR EXPLOSIVE, OR ANYTHING THAT REQUIRES SPECIAL PRECAUTIONS** when handling must be properly identified, pre-approved by the lab for submittal, and will incur additional surcharges for handling and disposal. EMSL reserves the right to return or refuse acceptance of any sample which, because of it's condition or contents at the time of delivery may be unsuitable for, or may pose risk in handling or processing for analysis.
8. **EMSL STANDARD REPORTING LIMITS ARE OFFERED.** Surcharges will apply if special reporting limits are required and lab must be notified prior to sample submission.
9. **LAB MUST BE NOTIFIED AND APPROVAL MUST BE OBTAINED FOR ANY SPECIAL DISPOSAL** and/or any special sample storage/archive needs of the client; surcharges will apply.
10. **IF MEDIA/SUPPLIES ARE PROVIDED AS COMPONENT OF THE ANALYTICAL COST ARE AND THE SAMPLES** are not submitted to EMSL for analysis within two to three weeks, then the media/ supplies will be charged at current list price or a minimum of \$1.00 per item whichever is greater, plus shipping and handling charges.
11. **STANDARD OVERNIGHT SHIPPING (BY PRE-APPROVED OVERNIGHT CARRIER) COSTS FOR SAMPLE DELIVERY** groupings of at least \$200 per order are included for Lead Chips/Airs/Wipes, Asbestos Samples, or Microbiology spore trap or tape lift and/or swab samples. Contact your account representative to coordinate this shipping. Shipping to or from all other divisions and/or tests will be charged.
12. **STANDARD PAYMENT TERMS ARE A NET 30 DAYS FROM DATE OF LAB INVOICE.** Interest Charges will apply to past due payments. If payment remains outstanding after 60 days, EMSL reserves the right to refuse additional work from client, hold or suspend data or data deliverables, and



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place the client on COD until such time as the account is made current. Client agrees to pay any collection costs incurred to collect past due balances.

13. EMSL WARRANTS TO ITS CLIENTS THAT ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED in accordance with established and recognized analytical testing procedures and with reasonable care in accordance with applicable federal, state, and local laws.

14. IN NO EVENT SHALL EMSL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, including, but not limited to, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by client or any third party. We accept no legal responsibility for the purposes for which the client uses the test results. EMSL will not be held responsible for the improper selection of sampling devices even if we supply the device to the user. The user of the sampling device has the sole responsibility to select the proper sampler and sampling conditions to insure that a valid sample is taken for analysis. Any resampling performed will be at the sole discretion of EMSL, the cost of which shall be limited to the reasonable value of the original sample delivery group (SDG) samples. In no event shall EMSL be liable to a client or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to EMSL by client thereunder.

15. EMSL STANDARD PRICING ARE PERIODICALLY ADJUSTED AND EMSL RESERVES THE RIGHT TO UPDATE our prices at our sole discretion at any time. EMSL Reserves the rights to change (increase) these rates at anytime due to client not complying with Net 30 day payment terms, or for specialty projects which result in problem sample matrix issues or programs not considered to be our standard testing parameters. Sample Analysis Costs included with Analysis are as follows:

### MICROBIOLOGY DIVISION:

- a. EMSL Provides AIHA Accredited Microbiology Services at Most Locations. Contact your account representative to verify local accreditation (Fungi or Bacteria or both) and Capabilities.
- b. The following standard sampling media is included in the analytical cost:
  - i. Biotapes and Swabs (included) and water collection containers.
  - ii. Air Impacter Agar Plates – Standard Agar Plates Included.  
(surcharges may apply for specialty media orders)
- c. Spore Traps are available at client preferred rates and bulk order discounts (see EMSL Products catalog).

### INDUSTRIAL HYGIENE DIVISION:

- a. EMSL provides IH (IAQ) Division Services at three locations, primarily at our Westmont, NJ Corporate Lab in addition to our Los Alamitos Lab ("LA Testing") and limited IH Services at our Indianapolis Laboratory. Contact your account representative or Lab Director for local capabilities.
- b. Standard Media Sorbent Tubes and Cassettes are included with exception of specially coated media (e.g.: Isocyanates, Ozone, etc.).
- c. Pumps and related equipment may be available as a courtesy to Existing Clients in good standing on a free loaner basis. Equipment lost, damaged, or not returned will be billed at the replacement cost of the items provided.
- d. Shipping to and return of equipment, media, etc. is not included and will be charged at cost.
- e. TO-15 Canisters and Regulators are provided and included in the analytical cost for TO-15 Analysis. If cans are returned unused, a usage and cleaning certification fee of \$100 per can will be billed. In addition, shipping to and return of the Canisters is not included and will be charged at cost.
- f. Expanded Data Packages for validation programs are available for additional costs; Lab must be notified prior to the sampling event if this is required.
- g. Turn-Around Times based on Business Days. Weekend, off-hour, and holiday Services may be available with pre-approved scheduling and Surcharges.

### LEAD (PB) DIVISION:

- a. EMSL Provides Lead (Pb) Services at most Metro Labs; Contact your account representative to verify local accreditations and capabilities for Lead.
- b. The following standard sampling media is included in the analytical cost: Ghost Wipes with Vessel Tubes, Plastic Bottles for Lead in Drinking Water Sampling
- c. Lead Air Cassettes are available, at client preferred rates and bulk order discounts (see products catalog)
- d. TSP Air Filters, PM-10, PM2.5, PM10 Filters are not included in the fee.

### CHEMISTRY DIVISION (SOIL, GROUNDWATER, ETC.)

- a. EMSL Provides Environmental Chemistry Only at our NELAC Chemistry Lab in Westmont, NJ.
- b. Standard Glassware, Cooler, COC included in the Analysis cost. Standard (3 day delivery) shipping to client is included.



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- c. *Pickup of Samples at clients office and/or jobsite may be available at no additional charge conditional on size of sample delivery grouping, location and times pickup is needed, and good standing status of the client.*
- d. *Special QC Data Packages for validation programs are available for additional costs. Contact your account representative for fees. Lab must be notified prior to the sampling event if this is required.*
- e. *Client is responsible for confirming the applicability of any local, state, regional, or national certification requirements. All EMSL Accreditations and Certifications are provided on our website. Client is also responsible to confirm individual parameter certifications for each certification.*
- f. *TAT is based on Business Days. Weekend, off-hour, and holiday Services may be available with pre-approved scheduling and Surcharges.*

### ASBESTOS DIVISION:

- a. *EMSL Provides NVLAP Accredited Asbestos Analysis at every lab.*
- b. *Asbestos Air Cassettes (PCM and TEM) are available, at client preferred rates and bulk order discounts (see products catalog)*
- c. *Samples Prepped but not analyzed due to positive stop rules (TEM NOB's) or overloading (AHERA) will incur a prep charge fee.*
- d. *Individual Layers (bulk PLM) which will require separate analysis are analyzed, reported, and charged for each layer.*
- e. *Additional analysis requested or changes in analysis protocols must be made via documented directive to the lab via fax or email.*
- f. *Turn-Around Time based on Lab Operational Hours. Contact your account representative or Lab Manager for Lab operational hours.*

### MATERIALS SCIENCE DIVISION:

- a. *EMSL Provides Materials Science testing Primarily at our Materials Lab Westmont, New Jersey.*
- b. *All Work is at Standard TAT of 10 Business days unless prior scheduling and lab approval is coordinated.*
- c. *Expedited Service may be available – Call for costs and information.*

### RADIOLOGICAL DIVISION (RADON):

- a. *EMSL provides Radiological Testing (RADON) at our Westmont NJ Laboratory.*
- b. *Test Kits are included in the analytical fee.*



# TERMS & CONDITIONS FOR PRODUCT PURCHASE

### Terms and Conditions for Purchase of Equipment

These Terms and Conditions, and the related Quotation or Invoice, shall constitute the complete agreement between EMSL and Buyer. Orders submitted on Buyer's purchase order or other documents which contain terms or conditions modifying, adding to, or inconsistent with these terms or conditions are acceptable to EMSL only upon the condition that these Terms and Conditions of Sale shall take precedence in the event of inconsistency. If EMSL and Buyer have previously entered into a formal written contract containing specific terms covering the sale of such products, the terms and conditions of such formal written contract shall govern. IF THESE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO THE BUYER, BUYER MUST PROVIDE NOTICE TO EMSL IMMEDIATELY IN WRITING.

### Warranties and Liability

EMSL warrants that goods will be free from material defects. EMSL further warrants that the goods will conform to any descriptions of the face of the Quotation or invoice. THE WARRANTIES IN THESE TERMS AND CONDITIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Where manufacturers' warranties are available, EMSL will make them available to Buyer, without recourse to EMSL to the extent permissible. No representative of EMSL is authorized to give or make any other representation or warranty or modify this warranty in any way.

BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST EMSL FOR ANY CAUSE OF ACTION ARISING OUT OF THE SALE OR USE OF ANY PRODUCT DESCRIBED HEREIN SHALL BE A REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT. In no event shall EMSL be liable for special, indirect, incidental or consequential damages howsoever arising, including without limitation, lost revenues or profits.

Any cause of action for breach of warranty must be brought by Buyer, if at all, within one (1) year from the date the cause of action accrued. Any discrepancy in pricing or other charges shall be deemed waived by Buyer unless buyer notifies EMSL thereof in writing, within ninety (90) days from the date of invoice on which such disputed transaction is reflected.

In no event shall EMSL have any responsibility or liability to the Buyer for any failure or delay in performance by EMSL which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of EMSL. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Buyer, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond EMSL's reasonable control.

Any claims concerning damage or loss in transit shall be placed through the carrier by Buyer.

All products are shipped pre-assembled and factory tested.

### Payment Terms

Payment in advance is required for all Buyers except those whose credit has been established with EMSL. For Buyers with approved credit, payment terms are net 30 days from the date of invoice by EMSL. All overdue payments are subject to an additional interest and service charge of one and one half percent (1.5%) (or the maximum rate permissible by law, whichever is lesser) per month or portion thereof from the due date



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until the date of payment. Buyer shall be responsible for all costs and expenses of collection including reasonable attorney's fees. Special pricing, discounts or pricing concessions are subject to credit accounts remaining within established credit terms.

Shipping charges, F.O.B. shipping point, will be prepaid and added to the invoice amount. Buyer is responsible for all customs and duties fees which apply to international shipments. Shipping and handling costs are estimates only; final adjustments will be made on the final invoice. If actual shipping costs exceed 20% of the quoted price, shipments will be held until authorization is given for actual shipping costs.

The prices stated are subject to any additions necessary to cover Federal, State, and Municipal or other sales or use taxes or any other taxes upon the products or services described herein, all of which shall be paid by the Buyer. Sales tax is not within EMSL's control. EMSL reserves the right to collect additional charges should any tax have been computed in error.

All prices are subject to change without notice. Clerical errors are subject to correction.

At EMSL's discretion, Buyer may be requested to enter into a Security Agreement, granting a security interest to EMSL, for the goods to be delivered under any order.

### Returns

Written authorization must be obtained prior to returning any product to EMSL. Special order non-stock items are not returnable. EMSL will honor manufacturers warranty only.

In the event that a return is required, a valid Return Authorization Number (RA) will be issued. RA's cannot be issued after 30 days from the purchase date. RA's expire after 15 days from the issue date and cannot be extended or reissued. The RA must be clearly written on the outside of the shipping box. All returned merchandise must be returned 100% complete in original packaging with all packaging material, software, manuals, and other accessories. All products will be returned freight prepaid to EMSL's facility. Returned products are subject to a 15% restocking and/or handling fee. DUE TO POTENTIAL QA/QC ISSUES, SPORE TRAPS, AGAR, TAPE LIFTS, SWABS, AIR SAMPLE CASSETTES, AND ALL SIMILAR MEDIA IS NON-RETURNABLE.

Incomplete or unauthorized returns will be refused. After 30 days, EMSL will replace or send the merchandise to the manufacturer due to manufacturer defects only, for one year from the purchase date. EMSL asks that you refer to the manufacturer for warranty service.

### Miscellaneous Provisions

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by EMSL, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Buyer and EMSL. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state of New Jersey.

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 these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are intended solely for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provision, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver of any subsequent breach or other obligation.