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|                          |                   |                   |                   |       |     |                           |
|--------------------------|-------------------|-------------------|-------------------|-------|-----|---------------------------|
| CLIENT (REPORT TO)       | ATTN:             | ADDRESS:          | City              | State | Zip | PHONE (include area code) |
|                          |                   |                   |                   |       |     | -                         |
| INVOICE TO               | ATTN:             | ADDRESS:          | City              | State | Zip | PHONE (include area code) |
|                          |                   |                   |                   |       |     | -                         |
| SAMPLE COLLECTOR (Print) | Purchase Order #: | EMAIL RESULTS TO: | EMAIL INVOICE TO: |       |     |                           |
|                          |                   |                   |                   |       |     |                           |

|                                                                                                                                                                                                      |                |                            |                       |                                      |                                                                                                       |                    |                                                                                                                                                                                                                     |  |                 |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------|-----------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------|--|
| <b>Client must fill areas below completely (1 line per sample). Missing information may cause delay in testing or rejection of samples.</b>                                                          |                |                            |                       |                                      |                                                                                                       |                    | <b>NOTE: AREA BELOW FOR LAB USE ONLY!</b>                                                                                                                                                                           |  |                 |  |
| <b>Sampler verifies SDWA samples iced within 15 min. of sampling. Initials</b>                                                                                                                       |                |                            |                       |                                      |                                                                                                       |                    | Received by Laboratory (signature)                                                                                                                                                                                  |  | Date/Time       |  |
| Relinquished by (signature)                                                                                                                                                                          |                |                            |                       |                                      | Date/Time                                                                                             |                    | Received on Ice: Yes / No                                                                                                                                                                                           |  |                 |  |
| Samples Collected in:<br><input type="checkbox"/> WI <input type="checkbox"/> MN <input type="checkbox"/> IA <input type="checkbox"/> OTHER                                                          |                |                            |                       |                                      | Samples Collected for:<br><input type="checkbox"/> Compliance <input type="checkbox"/> Not Compliance |                    | Temperature (°C) Thermometer #                                                                                                                                                                                      |  |                 |  |
| Date Collected                                                                                                                                                                                       | Time Collected | Sample Matrix <sup>1</sup> | (G)rab or (C)omposite | Sample Site and/or Field I.D. Number | Parameters (Testing Requested)                                                                        | Field Filter Y / N | Lab ID Number                                                                                                                                                                                                       |  | Other Comments? |  |
|                                                                                                                                                                                                      |                |                            |                       |                                      |                                                                                                       |                    |                                                                                                                                                                                                                     |  |                 |  |
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|                                                                                                                                                                                                      |                |                            |                       |                                      |                                                                                                       |                    |                                                                                                                                                                                                                     |  |                 |  |
| <sup>1</sup> Sample Matrix Specify: Groundwater (GW), Surface Water (SW), Soil (S), Leachate (L), Sludge (SL), Wastewater Effluent (WWE), Wastewater Influent (WWI), Drinking Water (DW), Other (O). |                |                            |                       |                                      |                                                                                                       |                    | Delivered by: <input type="checkbox"/> Fed Ex <input type="checkbox"/> Waltco <input type="checkbox"/> Spee-Dee <input type="checkbox"/> UPS <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Other |  |                 |  |

Disposition of unused portion of sample      Laboratory should:    ☐ Dispose    ☐ Retain for \_\_\_\_ days    ☐ Return    **Laboratory certifies proper handling and disposal of these samples.**



# GENERAL CONDITIONS

## SECTION 1: GENERAL INFORMATION

- 1.1 Services are to be performed by Davy Laboratories, a division of Davy Engineering Co., Inc. (Davy).
- 1.2 Analytical services are performed in accordance with the methods, procedures, and quality assurance practices specified in the Laboratory's Quality Management System. Services are limited to the analyses requested by the Client. Davy shall not be liable for advice, judgments, or decisions made in reasonable reliance upon information furnished by Client.
- 1.3 A completed Chain of Custody (COC) record shall accompany samples when required. The Client is responsible for providing accurate sample identification, collection information, requested analyses, and applicable project requirements. Davy may rely upon information provided by Client without independent verification.
- 1.4 Davy maintains accreditation and/or certification for specific analytes, methods, and matrices as identified in its current scope of accreditation. Accreditation or certification does not apply to analyses outside the approved scope. Such out-of-scope analyses shall be identified on reports when required by applicable regulations.
- 1.5 Davy reserves the right to subcontract analytical services to laboratories that they reasonably determine are qualified and competent unless prohibited by Client in writing prior to sample submission. Subcontracted analyses shall be identified upon request and, when applicable, will be performed by laboratories meeting the technical and regulatory requirements.
- 1.6 Davy shall have no responsibility to evaluate the sufficiency of the requested analyses for any regulatory, engineering, health, safety, or business purpose unless expressly retained to do so.
- 1.7 Neither party shall be liable for any delay or failure in performance under this Agreement to the extent caused by events beyond such party's reasonable control and without such party's fault or negligence, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, pandemics, supply chain disruptions, or utility failures.
- 1.8 To the fullest extent permitted by law, neither party shall be liable to the other for any consequential, incidental, indirect, special, punitive, or exemplary damages, including but not limited to loss of profits, loss of use, loss of production, business interruption, or loss of business opportunity, arising out of or relating to this Agreement.
- 1.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflict-of-law principles. Any litigation arising out of or relating to this Agreement shall be brought exclusively in the state court located in La Crosse County, Wisconsin or the United States District Court for the Western District of Wisconsin.

- 1.10 Davy is an Equal Opportunity Employer and it is the policy of Davy that all employees, persons seeking employment, subcontractors, consultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

## SECTION 2: SAMPLE ACCEPTANCE

- 2.1 The Client is responsible for proper sample collection, preservation, packaging, labeling, and shipment unless such services are performed by Davy. Davy reserves the right to reject, qualify, or otherwise note samples that:
  - Are received beyond applicable holding times.
  - Are improperly preserved or maintained.
  - Have insufficient sample volume.
  - Are improperly labeled or documented.
  - Arrive in damaged containers.
  - Present health, safety, or regulatory concerns.
 Any departures from sample acceptance criteria will be documented and reported when they may affect the validity or interpretation of results. Davy may proceed with analysis of nonconforming samples at Client's request; however, resulting data may be qualified and Davy shall not be responsible for limitations associated with the nonconformance.
- 2.2 Sample containers supplied by Davy are provided for convenience and do not relieve Client of responsibility for proper sample collection, preservation, and handling.
- 2.3 When Davy provides courier or sample pickup services, Client shall be responsible for proper sample collection, preservation, packaging, labeling, and storage of samples prior to transfer of custody. Davy's responsibility for samples shall commence upon documented receipt of the samples. Davy shall exercise reasonable care in transporting samples but shall not be responsible for sample degradation, holding time exceedances, or other conditions occurring prior to transfer of custody.

## SECTION 3: REPORTING RESULTS

- 3.1 Analytical results are sample-specific, apply only to the sample(s) tested and to the condition of those samples at the time of receipt and analysis. Unless otherwise specified:
  - Results are reported on an as-received basis.
  - Results below reporting limits may be reported with appropriate qualifiers.
  - Certified analyses are identified in accordance with the laboratory's current certification scope.
  - Data qualifiers, footnotes, and narrative comments form an integral part of the report. Measurement uncertainty information is available upon request where applicable.
  - Verbal, preliminary, draft, or electronic results are subject to confirmation by the final authorized report.
  - Reports shall not be reproduced except in their entirety without written permission.
  - Electronic reports and data files are deemed original reports. Davy shall not be responsible for unauthorized alteration of electronic files after transmission.
- 3.2 Laboratory reports and analytical results are intended solely for the Client. No third party may rely upon such reports or results without Davy's prior written consent.

- 3.3 The Laboratory maintains procedures for technical review and authorization of reports prior to release. Corrected or amended reports shall be clearly identified and shall supersede previous versions only to the extent specified in the amended report. The Client is responsible for determining the regulatory applicability of reported results.

- 3.4 Davy shall maintain the confidentiality of Client information and analytical results except:
  - As authorized by the Client;
  - As required by law, regulation, court order, or accreditation body;
  - As necessary to maintain accreditation, certification, or regulatory compliance.
  - Information obtained from sources other than the Client shall be treated as confidential between the source and Davy unless disclosure is authorized.

- 3.5 Requests for review of reported results must be submitted within thirty (30) days of report issuance. The analysis will be reviewed provided that any retained sample remains available.
- 3.6 Clients may submit complaints regarding laboratory services. Complaints shall be investigated in accordance with Davy procedures, and records of investigations and corrective actions will be maintained.
- 3.7 For analyses performed under laboratory certification standards, reports shall be issued in accordance with applicable requirements. Results generated outside the certified scope, method deviations, sample receipt issues, and data qualifiers shall be identified as required by applicable regulations and certification standards. Certified and non-certified analyses shall be identified in accordance with applicable certification requirements.

- 3.8 Requests for review of reported results must be submitted within thirty (30) days of report issuance. The analysis will be reviewed provided that any retained sample remains available.

- 3.9 Clients may submit complaints regarding laboratory services. Complaints shall be investigated in accordance with Davy procedures, and records of investigations and corrective actions will be maintained.

- 3.10 For analyses performed under laboratory certification standards, reports shall be issued in accordance with applicable requirements. Results generated outside the certified scope, method deviations, sample receipt issues, and data qualifiers shall be identified as required by applicable regulations and certification standards. Certified and non-certified analyses shall be identified in accordance with applicable certification requirements.

## SECTION 4: HAZARDOUS MATERIALS, SAMPLE STORAGE AND DISPOSAL

- 4.1 Client shall disclose in writing and prior to commencement of services, the presence or suspected presence of any hazardous, toxic, corrosive, explosive, radioactive, infectious, or otherwise regulated materials or conditions contained within any samples submitted. Unless expressly included in Davy's scope, Davy assumes no responsibility for the investigation, handling, remediation, transportation, storage, treatment, or disposal of hazardous materials. Client remains solely responsible for compliance with applicable environmental laws and regulations.
- 4.2 Client warrants that all known hazards associated with submitted samples have been disclosed.
- 4.3 Samples will be retained for a period established by lab policy, regulatory requirements, or contractual agreement. Samples may be discarded following completion of analysis and expiration of the retention period. Additional storage, return shipping, or disposal requirements may result in additional charges.

## SECTION 5: FEE PAYMENT

- 5.1 Invoices will be submitted monthly and/or a final invoice upon completion of services. Invoices will show charges based on the current Fee Schedule or other agreed upon basis.
- 5.2 Client shall pay the balance stated on the invoice unless Client delivers written notice within fifteen (15) days of the invoice date specifically identifying any item Client disputes. Any invoice item not disputed within such period shall be

deemed accepted. Client shall pay all undisputed amounts pending resolution of any disputed items.

- 5.3 Payment is due upon receipt of invoice and shall be considered past due thirty (30) days after the invoice date. Any past due amount shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Client shall also reimburse for all reasonable costs of collection, including attorneys' fees and expenses incurred in collecting past due amounts.

- 5.4 Upon payment in full, Client shall have the right to use laboratory reports and analytical data for its internal business, regulatory and project purposes. Davy retains ownership of its methodologies, quality records, calculations, and intellectual property.

## SECTION 6: STANDARD OF CARE

- 6.3 Davy shall perform its services consistent with the degree of care and skill ordinarily exercised by members of the same profession under similar circumstances. Davy disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

## SECTION 7: LIMITATION OF LIABILITY/INDEMNIFICATION

- 7.3 To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party and its officers, directors, members, partners, agents, employees, and subcontractors from and against losses, damages, liabilities, judgments, and expenses, including reasonable attorneys' fees and consultants' fees, arising from third-party claims arising out of or relating to the Services, but only to the extent such claims arise from bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (including loss of use resulting therefrom), and are caused by the negligent acts, errors, or omissions of the indemnifying party or those persons or entities for whom the indemnifying party is legally responsible. This indemnification obligation shall not apply to the extent any such claim, loss, damage, liability, judgment, or expense is caused by the negligence or willful misconduct of the indemnified party.

- 7.4 To the fullest extent permitted by law, Davy's total aggregate liability arising out of or relating to the Services, whether based on negligence, professional negligence, breach of contract, or other legal theory, shall not exceed the compensation actually paid to Davy under this Agreement.

- 7.5 Davy will not be liable for losses resulting from improper sampling, sample deterioration prior to receipt, delays caused by third-party carriers, force majeure events, or the misuse or misinterpretation of analytical data.

- 7.6 Davy shall not be liable for regulatory decisions, permitting actions, enforcement actions, or third-party reliance on laboratory data.

## SECTION 8: INSURANCE

- 8.3 Davy shall maintain workers' compensation insurance as required by applicable law, commercial general liability insurance, including property damage coverage, and professional liability insurance in amounts Davy deems reasonably appropriate for the services performed. Certificates of insurance will be provided to Client upon request.

## SECTION 9: ENTIRE AGREEMENT

- 9.3 These GENERAL CONDITIONS constitute the entire agreement between the parties and supersede all prior representations, negotiations, understandings, and agreements, whether written or oral.