





## **Pinchin Ltd. Standard Terms and Conditions for Laboratory Services**

1. **CHAIN OF CUSTODY:** The CLIENT must complete the Pinchin Ltd. (PINCHIN) Sample Chain of Custody Form when returning radon testing devices. The client acknowledges that PINCHIN will rely on the information on the transmittal form and will not be responsible for any erroneous results or interpretations arising from this.
2. **OWNERSHIP:** Any documents produced by PINCHIN are the sole property of PINCHIN. Laboratory and analytical results issued by PINCHIN may be reproduced by the CLIENT but only in full unedited form. PINCHIN will maintain records and supporting documents for a period of three (3) years after completion.
3. **Ownership of radon testing devices (i.e. Electret Ion Chambers also referred to as E-Perms)** shall remain the property of PINCHIN while in the custody of the CLIENT and upon return of the E-perm to PINCHIN for analysis. The client is responsible for the sum of \$100.00 for any E-Perm which is not returned in good condition to Pinchin. Acceptance of these Standard Terms and Conditions authorizes Pinchin to charge this sum to the client using credit card information on file or by invoice.
4. **CONFIDENTIALITY and THIRD PARTIES:** PINCHIN will not provide analytical results to any party other than the CLIENT, unless the CLIENT, in writing, requests information to be provided to a third party or unless disclosure by PINCHIN is required by law. Information provided by PINCHIN is intended for client use only. Any use by a third party, of reports or documents authored by PINCHIN, or any reliance on or decisions made by a third party based on the findings described in said documents, are the sole responsibility of such third parties, and PINCHIN accepts no responsibility for damages suffered by any third party as a result of decisions made or actions conducted.
5. **RESPONSIBILITIES OF PINCHIN:** PINCHIN shall perform its work in accordance with accepted laboratory standards and accepted standard operating procedures. PINCHIN reserves the right to modify methods as necessary based upon experience and/or current scientific literature. If the CLIENT requests a manner of analysis that varies from standard operating or recommended procedures, the CLIENT shall not hold PINCHIN responsible for the results. Such variations of analysis will be noted on the reports.
6. **LIMITATION OF LIABILITY:** Any work performed by PINCHIN will be conducted in accordance with industry standards. The total liability of PINCHIN or its staff whether based in contract or tort, will be limited to the lesser of the fees paid or actual damages incurred by the client. PINCHIN will not be responsible for any consequential or indirect damages even if caused by negligence of PINCHIN. PINCHIN will only be liable for damages resulting from negligence of PINCHIN. All claims by the CLIENT shall be deemed relinquished if not made within one year after analysis date. No warranty is either expressed or implied, or intended by any agreement or by furnishing oral or written reports or findings.
7. **RESPONSE TO LEGAL PROCESS:** The CLIENT shall compensate PINCHIN for its services and expenses if PINCHIN is required to respond to legal process related to its services for the CLIENT. Compensable services shall include hourly charges for all PINCHIN personnel involved in the response and attorney fees and expert fees reasonably incurred in obtaining advice concerning the response, the preparation of the testifier and appearances related to the legal process.
8. **PAYMENT TERMS:** Payment is required in advance for all new CLIENTS and all CLIENTs until a credit account has been established. For existing clients with an existing credit account the CLIENT shall pay in full the net amount of each invoice submitted by PINCHIN within thirty (30) days. Amounts not paid when due shall bear interest at the rate of 18% per annum from the date due until the date of payment.