



Services Sales Order / Chain of Custody

Environmental Services

350 Hills Street Suite 107, Richland, WA 99354

Phone: 509-377-8058

FAX: 509-377-8464

Customer contact:		Project ID		Order ID:		Requested Tests																					
Business name:																											
Address:		Rush TAT # of days		Number of bottles																							
		Y <input type="checkbox"/> N <input type="checkbox"/>																									
Email:		Phone/FAX:																									
*Matrix:		NPDES: <input type="checkbox"/>														Drinking water: <input type="checkbox"/>		Waste Water: <input type="checkbox"/>									
		Solid waste: <input type="checkbox"/>														Other: <input type="checkbox"/>											
Lab Use Only	Customer Sample ID <i>(Unique identifier or code)</i>	Collection Date	Collection Time													*Matrix		Comments									
By signing below, Customer agrees to and accepts the terms on the reverse side of this form.																											
Customer Signature/Date				Name/Title/Telephone No.																							
CUSTODY		Signature		Date/Time		Signature		Date/Time		Sample Conditions at receipt: Temperature (circle): <i>Ambient Cold Frozen</i> Containers intact/Lids tight: <input type="checkbox"/> VOC vials without headspace: <input type="checkbox"/> Labels match custody: <input type="checkbox"/>																	
Relinquished by:						Received by:																					
Relinquished by:						Received by:																					
Accepted by Lab:																											

TERMS AND CONDITIONS

All services rendered herein are provided by Energy Northwest, acting by and through its Business Development Fund, hereinafter "EN", and any liability arising therefrom is solely an obligation of the EN Business Development Fund. The following terms shall apply to the conduct of services described on the reverse side, unless superseded by a separate contract between the parties, in which case the following terms and conditions shall not apply. These terms shall apply to measuring and test equipment items added to an existing sales order. A sales order must be renewed every 12 months.

1. **Sample Care, Custody and Control:** Services requested on the reverse side presume that the condition of any materials provided by the Customer is clearly and accurately represented by the Customer when conveyed to EN. Should EN discover unanticipated conditions during the sample receipt, inspection, and during performance of work, EN will obtain advance approval from the Customer for any additional charges that may apply as a result of those unanticipated conditions. EN reserves the right, in its sole discretion, to reject any sample when it determines that rejection is in its best interest for any reason whatsoever. Further, EN assumes no responsibility or liability for the condition of the sample, incorrect sample volumes, containment, expired or nearly expired holding times, or sample preservation.
2. **Payment:** Payment shall be thirty (30) days from the Customer's receipt of EN's invoice. Payment delayed beyond thirty (30) days shall be subject to interest at the rate of one (1) % per month until paid.
3. **Corrective Action and Warranty:** Corrective action shall be limited to either a replacement of any non-conforming services or a refund to the Customer of the price paid for such non-conforming services. The choice of corrective action shall be at EN's sole discretion. The Customer agrees to notify EN in writing within ten (10) calendar days after delivery of the report of analysis to obligate EN for any corrective action under this warranty. Failure to provide such notice as required will eliminate EN's corrective action obligations hereunder.

EN shall provide a high standard of professional service on a best efforts basis in accordance with its approved Quality Assurance Manual and Standard Operating Procedures. However, EN as a provider of such services, cannot guarantee success, thus EN MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, FOR ANY REPORT, SERVICE OR OTHER RESULT TO BE DELIVERED HEREIN.

4. **Indemnification:** Customer agrees to indemnify and hold EN harmless from any and all liabilities, suits, claims, demands, and damages, fines, penalties, and all costs and expenses in connection therewith, in any manner arising out of the services provided herein, asserted by third parties from any cause whatsoever, except for injury or damage occurring during performance of the services on Energy Northwest premises where fault of Customer is not a contributing cause.
5. **Limitation of Liability:** Customer assumes responsibility for its use, misuse, or inability to use any results provided herein and in no event shall EN have any liability for damages, including but not limited to indirect, incidental, or consequential damages, arising out of the services provided herein. EN's cumulative liability for claims of any kind whether based on contract, tort (including negligence and strict liability), under any warranty, representation or otherwise, for any loss or damage arising out of the services provided herein, shall not exceed the amount paid by the Customer for the services identified on the reverse side of this form.
6. **Title, Delivery, and Risk of Loss:** EN shall not acquire title to any of the Customer provided materials being tested or analyzed by EN herein. Risk of loss shall be on EN only while such materials are in the exclusive custody and control of Energy Northwest personnel or at EN facilities.
7. **Applicable Law:** The contractual rights of the parties hereunder shall be construed in accordance with the laws of the State of Washington. Procedures used will comply with the regulatory authority under which the samples were collected.