

NCPR Microbiology Laboratory

(828) 461-0665

sales@ncmlab.com

CONFIDENTIAL NEW CUSTOMER ACCOUNT FORM

CUSTOMER INFORMATION

COMPANY NAME:

CONTACT: _____ **EMAIL:** _____

PHONE: _____ **MOBILE:** _____ **FAX:** _____

BILLING ADDRESS

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

REPORTING/SHIPPING ADDRESS *(if different than above)*

ADDRESS:

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

PDF REPORTING/INVOICING OPTIONS

EMAIL INVOICE _____

EMAIL REPORT _____

FAX INVOICE _____

FAX REPORT _____

PAYMENT IS DUE AT TIME OF SERVICES RENDERED

Customer agrees to all terms and conditions of this document when working with North Carolina Microbiology Laboratory

Signature/Date _____

North Carolina Puerto Rico Microbiology Laboratory Page 2 of 2

This document sets forth the terms and conditions under which North Carolina Microbiology Laboratory (the "Company" or "NCMLab" or "NCPRLab" or "North Carolina Puerto Rico Microbiology Laboratory"), provides environmental/analytical services to Customers. In the absence of a written agreement to the contrary, any order or delivery of samples to the Company constitutes an acceptance by the Customer of Company's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Customer's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions.

ACCOUNT FORMS/SAMPLE SUBMISSION/DOCUMENTATION/ACCEPTANCE: All New Customer Account Forms must be completely filled out and submitted to NCMLab to ensure proper account set up for any services to occur. A completed Chain of Custody must accompany all samples submitted and must be filled out in its entirety for the samples to be acceptable and in order to receive a complete report. Label samples exactly as they appear on the Chain of Custody. Use permanent ink and print legibly. This shall be considered the customer's formal notice to proceed with the stated analysis in accordance with the rates and terms herein. NCMLAB reserves the right to return or refuse acceptance of any sample which, because of its condition or contents at the time of delivery may be unsuitable for, or may pose risk in, handling or processing for analysis. Sample analysis is subject to NCMLAB's terms and conditions. The sample collector is responsible for ensuring that all samples have been preserved. Samples are considered received/accepted by NCMLab when company analyst signs the Chain of Custody. The entire risk of loss and/or damages to samples remains with the Customer. It is the customer's responsibility to ensure proper packaging of samples to ensure safe delivery to NCMLAB.

SAMPLE TURN AROUND TIME (TAT): Standard TAT's ranges from 24-48 hours unless other arrangements have been contracted and depending on the work flow of the company and analyst. TAT's may vary for samples requiring special handling, have difficult matrices, have a large number of samples in a project, or other circumstances beyond NCMLAB's control. RUSH TAT services are available contingent upon the analyst's work schedule and will result in additional fees per sample. Rush Fees are calculated when services are requested to be rendered in less than a 24 hour period from time of analyst's receipt of signing the Chain of Custody. TAT's are based on business days and do not include holidays or weekends.

PAYMENT TERMS AND INVOICES: NCMLAB will issue an electronic invoice upon completion of each project. **PAYMENT IS DUE AND EXPECTED UPON COMPLETION OF ALL WORK FULFILLED BY NCMLAB, INC.** Other payment options (such as cash, check, NET 15 Terms) may be extended to customers meeting proper credit requirements. With Net 15, payment is due 15 days from date of invoice. Accounts with invoices over NET 15 days are Past Due and customer will be notified that any outstanding invoices will be charged to the credit card on file and the invoices will be closed out. All discounts will be voided or reduced at NCMLAB's sole discretion if invoices are not paid within our terms of sale. NCMLAB reserves the right to refuse additional work from customer, hold or suspend data or data reports, and place the customer on COD until such time as the account is made current. Changes in the scope of work or TAT may be requested by the customer after sample acceptance and additional charges may result in a change in cost. In the event work is cancelled by a customer, NCMLAB will complete work in progress and invoice for work completed to the point of the cancellation notice.

LIABILITY/INDEMNIFICATION/CONFIDENTIALITY: In no event shall NCMLab, Inc. (NCMLAB, 'the company') be liable to the customer(s) or to any third party for any consequential, incidental, special or exemplary damages, including any lost profit of lost savings even if NCMLAB has been advised or should know of the possibility of such damages arising out of or in connection with NCMLAB's service hereunder of the delivery, use reliance upon, or interpretation of the test data results by customer(s) or any third party. NCMLAB shall have no liability to the customer or the customer's customer(s), or 'third party', with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the customer or the customer's customer(s) as a result of or based upon the test results. Customer(s) automatically indemnify all of NCMLAB and hold them harmless for any liability, expense or cost, including reasonable attorneys' fees incurred by reason of any third party claim in connection with NCMLAB's services, the test result data, or its use by customer(s). The data report is being prepared for the primary customer's sole confidential and exclusive benefit and use. The report, or any portion thereof, is not intended to benefit any person not a part of this agreement, including (but not limited to) a third party affiliation. If you directly or indirectly allow or cause the report or any part thereof to be disclosed or distributed to any third party, you automatically agree to indemnify, defend, and hold harmless for any claims or actions based on the report by the third party. In turn, the customer shall treat all information and data it receives about NCMLAB as proprietary and confidential.

INTERPRETATION OF RESULTS: Interpretation of the data contained in report is the responsibility of the customer and/or the persons who conducted the field work and collection of samples. NCMLAB does not perform surveys of the field site or collect any of the samples. NCMLAB is not liable for damages or any other liability arising out of the interpretation or use of these analytical results. NCMLAB is not able to make and does not make any determination as to the environmental soundness, safety or health of a property from the samples sent to NCMLAB for analysis. Customer(s) should seek the advice of other appropriate professionals for further assistance concerning detailed directions on how to address any mold problems discovered.

Customer agrees to all terms and conditions of this document when working with NCMLab, Inc. Terms, Fees, and Professional Prices are subject to change without notice. Revised 11/2015.