

General Terms and Conditions –

VALIDITY. Unless otherwise agreed to or extended by contract, the prices presented in our quotations and estimates to you are valid for 30 days. All quotations are based upon business hours of Monday through Friday 8:00 AM – 5:00 PM. RI Analytical, Inc. ("RIA") is available to work other hours upon request at premium rates, which will be provided upon request. Analytical laboratory analysis rates are based upon standard turn-around-times (7-10 business days), unless otherwise stated. Should expedited services be required, surcharges may apply. You authorize RIA to engage sub-contractors when determined necessary or advisable by RIA in its discretion.

RIGHT TO REJECT OR RETURN SAMPLES. RIA may at any time refuse to accept or collect any sample, or may reject any sample already in our custody, that in the sole judgment of RIA may pose a health, safety, environmental, legal or other risk to RIA, its employees, agents or subcontractors.

APPLICABILITY. Your acceptance of the quoted services shall constitute your acceptance of these General Terms & Conditions, notwithstanding any contradictory terms and conditions which may appear on your forms.

CONFIDENTIALITY. RIA and its subcontractors shall hold in confidence business and technical information as well as test results designated by you as confidential and disclosed to RIA or developed by us during the course of performing services for you. The obligation of confidentiality shall not apply to information which: (a) is or becomes generally available to the public through no fault of RIA, (b) was in the possession of RIA prior to receiving it from you or developing it in laboratory tests, (c) is disclosed to RIA by a third party who is not legally or contractually prohibited from doing so, or (d) is required by law to be disclosed.

WARRANTY. RIA will perform the services with the degree of skill and diligence normally employed by organizations performing the same or similar services. No further warranty or guarantee, expressed or implied, is made with respect to the services furnished hereunder, and all implied warranties are hereby disclaimed, including any warranty of merchantability or fitness for a particular purpose.

LIABILITY. RIA's cost structure for this quote includes a lesser allowance for risk funding. Therefore, in order to maintain that cost structure and for RIA to offer you the price quoted, to the fullest extent permitted by law, and notwithstanding any other provision of the agreement between RIA and Client, you agree that the total liability in the aggregate of RIA and its officers, directors, employees, agents and sub-consultants, or any of them individually, to you, and anyone claiming by, through or under you, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to RIA services to you from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, SHALL BE LIMITED TO THE FEES PAID BY YOU FOR THE SERVICES RENDERED HEREUNDER. In addition, in no event shall R.I. Analytical be liable for any indirect, incidental, consequential, punitive, statutory, or special damages.

INTEGRATION; AMENDMENT; MODIFICATIONS. The contents of our price quotations and these Terms and Conditions represent the entire agreement between you and RIA and supersedes all prior negotiations, representations, or agreements, either written or oral. The contents of our quotations and these Terms and Conditions may be amended or modified only by written instrument signed by both parties. No employee, associate or other representative of RIA other than its President, Vice President, or Corporate Officer has any authority to bind RIA to any affirmation, representation or warranty unless contained herein or has otherwise been specifically authorized in writing by one of said officers.

NOTICE. Notices from either party to the other party shall be in writing and shall be effective upon receipt by email, hand delivery or certified US mail.

GOVERNING LAW. This agreement and all rights and obligations of the parties hereunder shall be governed by the laws of the State of Rhode Island without giving effect to its choice of law or conflict of law principles.

PAYMENT. You shall pay all invoices within the stated invoice terms, and overdue amounts will bear interest after 30 days at the maximum rate permitted by law or 1 ½% per month, whichever is lower. If any legal action is brought by RIA to collect payment, you agree to pay reasonable attorney's fees, court and other costs of collection associated with this action. RIA has the option of pursuing any action under this agreement in any court of competent jurisdiction and the client consents to jurisdiction in the State of our choice. We accept payment by check or major credit cards. **Invoices paid by credit/debit card will be subject to an additional 3% administrative fee.**

ADDITIONAL SERVICES/COSTS. Client will also reimburse RIA for all services provided beyond the scope of this proposal including but not limited to RIA's compliance with legal process in matters related to RIA's work on behalf of Client. Said reimbursement will include, but is not limited to, compliance with third-party subpoenas, research time, depositions, testimony and RIA's legal/attorneys' fees and costs.

July 2023