

YORK

ANALYTICAL LABORATORIES, INC.

February 25, 2009

York Introduces NEW Field Chain-of-Custody Form

Effective immediately York has implemented a new chain-of-custody form in response to the evolving regulatory climate in our industry. Based upon our experiences over the past several years fielding many questions centered around clarity on the forms submitted to York, we have modified our form to best serve your needs, and those of the various regulatory bodies.

This form will reduce the number of follow-up phone calls and e-mails and inherent hold-ups in our log-in process and reporting due to incomplete or insufficient information.

This form is very different from our old form and is designed to help both you and York get the proper information with respect to methodologies, test requests, turn-around-time, deliverables, and reporting and billing information.

As in the past, this form is your authorization to proceed on the work noted on the form. As such, we need to insure that we are doing what your project needs dictate from both technical and reporting (deliverables) perspectives.

This form essentially requires all parties to be certain of the tests they need for their specific projects before the form is submitted to York. In this way we can meet your needs timely and correctly.

Attached is an instruction sheet and sample form for reference.

We look forward to continuing to provide timely, cost-effective analysis services and should you have any questions, please contact Phil Murphy (pmurphy@yorklab.com or 203-325-1371), Rich August (raugust@yorklab.com or 203-598-9829) or Marty Rowan (mrowan@yorklab.com or 518-429-5059).

YORK ANALYTICAL LABORATORIES, INC.

Instructions for the new York Chain-of-Custody Form

The chain of custody form is your authorization for York to proceed with the work ordered on the form. As such, all information must be included for us to service you properly. The form is a 2 part form – you should retain the yellow copy for your records.

It provides your instructions to York for analysis so it is imperative that it is filled out completely and legibly as stated in the bold print in the grey box in the top half of the Chain of Custody Form.

First, fill in all CLIENT INFORMATION in full. No abbreviations, please.

Next, fill in all information in full with respect to the reporting & invoicing (REPORT TO AND INVOICE TO) including multiple names and email addresses if more than one person is getting the report.

The CLIENT PROJECT ID is what will appear on the front of your report so indicate how you want your project identified either by name, number or both. We welcome a PURCHASE ORDER NO. - so if you have one please include it or indicate “Verbal”.

Please be sure to check the TURN-AROUND TIME you need for your order.

There are many choices these days for REPORT TYPE/DELIVERABLES so we need to know your special need whether it is an RCP package, ASP A/B package, a special EDD or a DMR format for NPDES/SPDES work. For routine requests please check Summary Results only. If no box is checked we assume Summary Results only.

As for the analytical request, it's like ordering from a menu. Once you have filled in the SAMPPLE IDENTIFICATION, DATE SAMPLED, and SAMPLE MATRIX then the remaining boxes are completed by choosing the test by discipline (VOC, SVOC, Metals etc.) from the menu and writing it in the box below. If you need more space you can use an empty box or write your sample I.D. on every other line so as to have more space. There is also a comment section for additional information that might be helpful to the lab. Please note if analyzing for metals there is a field filtered and lab filtered check box. Be sure to check the Preservative that applies and indicate the Container description as well.

Be sure to sign and fill in the date and time you relinquish the sample to the lab representative.

Field Chain-of-Custody Record


NOTE: York's Std. Terms & Conditions are listed on the back side of this document. This document serves as your written authorization to York to proceed with the analyses requested and your signature binds you to York's Std. Terms & Conditions unless superseded by written contract.

York Project No. _____

Client Information		Report To:		Invoice To:		Client Project ID		Turn-Around Time		Report Type/Deliverables	
Company: <u>AAA Environmental</u>		Company: <u>SAME</u>		Company: <u>AAA Environmental</u>		<u>147201.01</u>		<u>24 hr</u>		Summary Results Only <input checked="" type="checkbox"/> QA/QC Summary <input checked="" type="checkbox"/>	
Address: <u>123 Main St</u>		Address: <u>SAME</u>		Address: <u>1 Elm St</u>		<u>Main St</u>		<u>48 hr</u>		RCP Package <u>ASP B Pkg</u>	
Phone No: <u>555-555-5555</u>		Phone No: <u>SAME</u>		Phone No: <u>203-555-1111</u>		<u>555-55</u>		<u>72 hr</u>		ASP A Pkg <u>Excel format</u>	
Contact Person: <u>John Smith</u>		Attention: <u>SAME</u>		Attention: <u>Bob Jones</u>				<u>5 Day</u>		EDD <u>OTHER</u>	
E-Mail Address: <u>JS@AAA.com</u>		E-Mail Address: <u>SAME</u>		E-Mail Address: <u>bj@AAA.com</u>				Standard			

Print Clearly and Legibly. All Information must be complete. Samples will NOT be logged in and the turn-around time clock will not begin until any questions by York are resolved.

Matrix Codes
S - soil
Other - specify (oil, etc.)
WW - wastewater
GW - groundwater
DW - drinking water
Air-A - ambient air
Air-SV - soil vapor

Samples Collected/Authorized By (Signature)

John Smith
Name (printed)

Sample Identification	Date Sampled	Sample Matrix	Choose Analyses Needed from the Menu Above and Enter Below	Container Description(s)
SB-1 (0-2)	1/12/09	S	RCRA8 PCB RCRA8 total PCRA8 total	2 802 GLASS
SB-1 (2-4)		S	RCRA8 PCB RCRA8 total	
SB-2 (0-2)		S	RCRA8 PCB RCRA8 total	
SB-2 (2-4)		S	RCRA8 PCB RCRA8 total	(2) 40 ml Amber (1) 250
MW-1		GW	BTEX + MTBE PCRA8 PCRA8	
MW-3		GW	BTEX + MTBE PCRA8 PCRA8	

Preservation
Check those Applicable
4°C Frozen MeOH
HCl

4°C HNO₃ 4°C H₂SO₄ 4°C NaOH
4°C ZnAc Ascorbic Other

Temperature on Receipt _____ °C

Samples Relinquished By _____ Date/Time _____
Samples Relinquished By _____ Date/Time _____
Samples Received By _____ Date/Time _____
Samples Received in LAB by _____ Date/Time _____

Comments
* MW-1 potentially hot *

**York Analytical Laboratories, Inc.
Standard Terms and Conditions**

1. Invoicing and Payment

Invoices will be submitted upon issuance of the laboratory report. Payment terms are no later than 30 days from date of invoice unless other suitable written arrangements are accepted by the Supplier (York Analytical Laboratories, Inc.) in which case provisions in the following paragraph for interest, costs, attorneys fees and other fees shall automatically apply to any payment made after such agreed upon date. Balances unpaid beyond thirty (30) days, or any other period agreed upon by the Supplier in writing, are subject to an additional charge of one-and-one-half-percent (1.5%) per month (18 percent per annum) from the date of invoice. Collection fees, including but not limited to, costs, filing fees, reasonable legal fees and related expenses, will be borne by the Customer. Acceptance of partial payments by Supplier, without Supplier's prior written agreement to a payment schedule shall not act as a waiver by Supplier of its right to seek collection of the full remaining outstanding balance, with interest, costs and all fees provided for above. Partial payments shall be applied to the oldest invoice first.

2. Liability

Notwithstanding any other provision of these Terms and Conditions to the contrary, the Supplier's liability to the Customer for any and all losses or damages, including, but not limited to, special and consequential damages which shall be deemed to include loss of profits or revenue arising out of or in connection with this proposal or any related agreement from any cause, including, but not limited to, negligent acts, errors or omissions of the Supplier, its officers, employees and agents, shall not exceed the greater of \$50,000 or total compensation received by the Supplier hereunder, and the Customer hereby releases the Supplier from any liability above such amounts.

3. Protection of Employees

So long as the Supplier is providing services to Customer and for a period of six (6) months after such services have ceased, Customer will not employ, hire or retain, directly or indirectly, any person who served Customer on behalf of the Supplier as an employee, servant, or agent of the Supplier. Because damages for a breach by the Customer of the foregoing provision are difficult to measure, the Customer shall pay to the Supplier liquidated damages of 30 percent of the employee's first year salary. In addition, Supplier shall have all the remedies which are available to it under the law, including but not limited to, the right to injunctive relief.

4. Hold Harmless Agreement

Supplier agrees to indemnify and hold harmless the Customer, its elective and appointive officers and employees from any liability for claims, damages, expenses, or legal fees, which are caused by the sole negligence of the Supplier.

The Customer agrees to indemnify and hold harmless Supplier, its officers, employees or agents from any liability for claims, damages, expenses, or legal fees, arising from or in connection with any personal injury including death; or property damage caused by blockage, ruptures, effluent discharge, release or escape of materials to air, land, or water, which are caused by the negligent acts of the Customer or its officers, employees and agents and which are beyond the control of or were not caused by the negligence of the Supplier, its officers, employees and agents.

5. Conflicting Provisions

To the extent that they are inconsistent or contradictory, express terms printed on the face of this acknowledgement or appended hereto shall take precedence over these Terms and Conditions. It is understood and agreed that the services performed hereunder or under any agreement executed in connection herewith are not subject to any provision of the Uniform Commercial Code, and that any terms and conditions set forth or referenced in Customer's purchase order, requisition, or other notice of authorization to proceed shall be void and unenforceable against Supplier except when specifically provided for in full on the face of this acknowledgement or any attachment hereto.

6. Representations and Warranties

The methods employed by Supplier in performing the services are methods specifically chosen by the Customer and proscribed by state and local governmental authorities. Supplier warrants and represents that the data generated using the particular method dictated by the Customer is accurate. However, Supplier makes no representation or warranty as to the appropriateness of the method or as to whether the method dictated by the Customer meets a particular data quality objective, unless this clause is superseded by written agreement.

7. Retention of Samples and Data

All samples and related extracts are held for a period of thirty (30) days after issuance of final report. The sample(s) are then either returned (per agreement) or disposed of in an environmentally acceptable manner. Any reanalysis during this 30-day period can be performed at the request of the Customer. However, the Supplier makes no warranty regarding adherence to specific holding times when these requests are made. All test data is held for a period of five years from the date of project completion unless other arrangements are made.

8. Project Information and Confidentiality

The Customer agrees that York may use and publish the Customer's name and a general description of the work performed by York in describing York's qualifications and experience to other prospective customers. The Supplier agrees that the results of all test data are client confidential and will not be released to a third party without the express written consent of the Customer.

9. Force Majeure

Supplier shall not be liable for its failure to perform hereunder by reason of acts of God, war, civil commotion, strikes, epidemics, fires, cyclones, or floods, equipment, labor, or testing difficulties, shortage of chemicals and other materials or inability to obtain the same without litigation or the payment of penalties, premiums or unusual prices, or embargoes, providential, or physical causes, existing or future, or due to any governmental law, regulation, order, request, instruction or injunction, whether valid or invalid, or any other cause beyond the reasonable control of the Supplier (including the inability of a State of Connecticut public utility such as water, electricity, or gas to provide daily services to the Supplier), and the time of performance of the Supplier shall be extended in any such cause or causes.

10. Modification of Terms

Supplier's agreement to perform any of the services is expressly subject to Customer's assent to all of the Terms and Conditions set forth in this acknowledgement and Customer's assent to these Terms and Conditions shall be conclusively presumed from Customer's receipt of Supplier's acknowledgement without prompt written objection thereto. No addition to or modification of these Terms and Conditions shall be binding upon the Supplier unless specifically agreed to by the Supplier in writing.

11. Authorization

The Chain of Custody submitted with the samples to be analyzed serves as the Supplier's legal authorization to proceed with the analysis. This Chain of Custody is in lieu of, or in addition to, a formal purchase order to York.

12. Transportation of Samples

Customer may either deliver samples to Supplier's Laboratory or arrange for a courtesy pick up by Supplier. In either situation Supplier is not responsible for samples until they arrive at and are logged into Supplier's Laboratory. Customer acknowledges that pick up service by Supplier is solely a courtesy to customer provided without charge and Supplier shall have no responsibility for loss or damage to any sample placed in the custody of Supplier's driver until that sample is logged in as received by Supplier's Laboratory.

13. Governing Law

The validity, interpretation and performance of these Terms and Conditions shall be governed by the laws of the State of Connecticut.

