
Residential Water Testing

Terms and Conditions

For the purposes of this document, the term " Client" will refer to any individual person, business, government agency or group of individuals/businesses delivering samples to HydroAnalytical and to be the recipient of resulting data. A Client can also include a third party consultant or service provider acting on behalf of the data recipient. The individual who signs this document on behalf of themselves, a business, organization, or other party that they represent, will be responsible for providing correct billing information and timely payment for all services, or other incurred fees, related to the project. This document and associated Chain-of-Custody (COC) form supersedes all prior oral or written documents or understandings between HydroAnalytical and the Client. It may only be amended in writing between the authorized individuals who have signed this document and HydroAnalytical management. Each person signing this document acknowledges that they are authorized to do so and the document is duly authorized and a valid binding legal document upon signing. If the Client chooses to terminate the project at a date before all services are provided, the Client will be responsible for termination fees and any supply costs or other fees incurred on their behalf by HydroAnalytical. The termination fee will be 50% of the quoted costs for the remaining unfulfilled services of the project at the time of termination. Furthermore, HydroAnalytical reserves the right to terminate a project at any time due in part to any of the following: A unauthorized Client representative signing this document, the Client requesting unethical analytical or sampling practices by lab staff, failure to provide timely payment when invoiced, failure to adhere to any of the conditions or terms described herein, or any other egregious action by the Client that directly impacts the lab's ability to perform the agreed services in an ethical, scientifically sound and/or professional manner. HydroAnalytical is a laboratory managed by the Center for Human Geo-Environmental Studies (CHNGES), an interdisciplinary Center of Excellence within the Ogden College of Science and Engineering at Western Kentucky University (WKU), a State funded institution of higher education. Indemnification Clause: Each party assumes all risks of personal injury, bodily injury including death, and property damage caused by the negligent acts or omission of that party. Client or Client party shall fully indemnify and hold harmless WKU and HydroAnalytical against all claims arising out of client or client party's use, commercialization, or distribution of information, materials, or products which result in a whole or in part from the services performed pursuant to this document. Client or Client party will hold WKU and HydroAnalytical harmless from any claims arising from third party claims that the work performed hereunder infringes third party intellectual property rights. WKU has no knowledge of any such claims.

Sample Drop-off Conditions

- (1) HydroAnalytical does not guarantee rush turnaround within a specified time frame. Rush turnaround samples will be prioritized for analysis and will be completed as soon as possible. HydroAnalytical may not be able to accommodate rush requests due to staffing, sample load, equipment malfunctions, or other conditions out of lab control.
- (2) HydroAnalytical reserves the right to reject any sample for any reason. These decisions are based on the judgement of lab management and are final.
- (3) The Client acknowledges and understands that collecting a sample in a non-laboratory-approved sample container may impact the analytical results and that HydroAnalytical suggests all samples be collected in a container provided by the Lab.
- (4) Any client that relinquishes samples to HydroAnalytical that are out of hold-time (or with little hold-time remaining) accepts all responsibility for the reporting of the resulting data and agrees to hold HydroAnalytical harmless for any data validity issues associated with samples analyzed out of hold-time. Additionally, the Client will be responsible for rush analysis fees for samples relinquished near hold-time expiration, even if the lab is unable to accommodate rush analyses.
- (5) Samples must be clearly labeled. Any unlabeled samples or inadequately labeled samples may not be received by HydroAnalytical staff until the Client representative clearly labels all sample containers.
- (6) If data are needed before the typical 14 business day turnaround time, the Client must communicate this to the lab before sampling occurs so that it may be documented on the Chain-of-Custody (COC) form at the time of sample collection/receipt.
- (7) When agreeing to services from HydroAnalytical, the Client confirms the accuracy of information provided, including but not limited to: Company name, billing address, phone number, e-mail, PO number, requested analyses, requested data turnaround, and any special instructions. HydroAnalytical will not be held responsible for unreceived or missing data, incorrect analyses or other errors due to incorrect information provided by the Client
- (8) If a replacement sample is suggested or requested by the lab due to failed Quality Control, lack of sample volume, matrix interference, or other reasons, the Client may be responsible for additional sample analysis fees; this will be evaluated on a case by case basis.
- (9) The Client must pay in full for all services provided by HydroAnalytical within 30 days of receiving an official WKU invoice. Invoices will be mailed to the address provided by the Client. It is the responsibility of the Client to update billing address information with HydroAnalytical as needed.
- (10) Quoted prices are subject to change based on unknown conditions (weekends, holidays, sample duplicates or replacements, etc.).
- (11) HydroAnalytical reserves the right to subcontract any analyses for any reason to an affiliate lab without notification to the Client.

Disclaimer

HydroAnalytical does not maintain drinking water certifications for any analytical methods other than microbiology. **All non-microbiological testing methods and resulting data presented in the analysis report may or may not provide the necessary accuracy, sensitivity, or minimum detection levels needed for the quantification of contaminants in drinking water according to regulation requirements set forth by the state of Kentucky or EPA and should not be used for making decisions on the safeness or quality of the water if intended for consumption or personal use.** Furthermore, any water source must be sampled and analyzed routinely to confirm the levels of contaminants within that particular water source and no conclusions regarding the safety or suitability of a water source for potable use should be made from a single sampling/testing event. HydroAnalytical will not provide interpretation of results or guidance on the safety of any water source, but links to online resources for the Client's own research may be offered at the Lab's discretion.

Client Signature

Date

The Client acknowledges they have read and understand the information presented in this document by signing and dating above.