



REI CONSULTANTS, INC.  
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STANDARD TERMS AND CONDITIONS OF SALE  
Effective December 15, 2017

I. THE AGREEMENT

This AGREEMENT is made by and between REI CONSULTANTS, INC., hereinafter referred to as REIC, and CLIENT. This Agreement between the parties consists of these General Terms and Conditions of Sale, the attached PROPOSAL (if any), and any exhibits or attachments noted in the PROPOSAL. Together these will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

II. SERVICES TO BE PROVIDED

REIC will provide, via submission of a written work order, analysis of environmental samples, field sampling, and professional consulting services as ordered by the CLIENT. CLIENT will submit orders for services to be rendered by REIC. In the absence of a formal work order, a chain of custody shall be considered the formal work order. Completed work orders should include the work to be performed and any other specific CLIENT requests. REIC reserves the right to refuse sample acceptance.

III. DATA RETENTION

REIC will maintain all reported findings and reports for a period of 5 years from the date that services are rendered. For CLIENT requests of specific project information after the 5-year retention period has expired, REIC cannot guarantee such information availability. REIC may be able to accommodate longer retention, provided notification is given at the time of project initiation. Extended data retention, any subsequent reporting and information retrievals may incur additional charges to the CLIENT.

#### IV. RUSH AND EMERGENCY SERVICES

Depending on services to be performed, projects submitted for rush or emergency services may be billed at a rate of 1.5 to 3.0 times their normal fee. REIC's technical supervisory staff, prior to submittal of samples, must approve rush and emergency priority projects and associated costs at the time of project initiation.

#### V. BILLING AND PAYMENT

Payment for services is due to REIC from CLIENT upon receipt of results. For approved credit clients, terms are net 30 days. All unpaid balances are assessed an interest charge of 1.5% per month. Billing to another entity, other than the CLIENT, will only be approved by REIC if the third party to be billed has consented to the billing in writing and has been approved by REIC for a credit account before services are rendered. CLIENT remains liable for payment of any services rendered by REIC for all work performed notwithstanding any pre-approved third party billing. On unpaid balances in excess of ninety (90) days, the CLIENT will additionally be responsible for legal fees and costs associated with the collection of all sums due and owing.

#### VI. INSURANCE

REIC shall maintain in force Workers' Compensation Insurance in accordance with the laws of the State of West Virginia, Comprehensive General Liability (limit \$ 2,000,000 per occurrence, \$2,000,000 aggregate) Comprehensive Automobile Liability (limit of \$1,000,000 per occurrence), and Consultant's Environmental Liability Insurance (including Errors and Omissions, \$2,000,000 per occurrence, \$2,000,000 aggregate).

#### VII. SAMPLES

##### (a) COLLECTION BY REIC

If this AGREEMENT and an associated Proposal (if any) are based on REIC collecting project associated samples as directed by the CLIENT, CLIENT must furnish directions to location, selections of the testing ordered, allow REIC Technical staff access to the sampling site, and discuss with REIC's technical staff any potential hazard that may be encountered during collection.

##### (b) CLIENT COLLECTION AND TRANSPORTATION OF THEIR SAMPLES

If the CLIENT collects and/or transports samples, the CLIENT does represent and warrant to REIC the following:

1. All sampling actions including selection of approach, all safety concerns, technical and safety training, sample preservations, selection of sampling containers and equipment, and any other issues pertinent to safety and technical adequacy shall be solely the responsibility of the CLIENT. REIC may provide sampling instructions and precautionary advice relative to collection and safety. However the final course of action shall remain the sole responsibility of the CLIENT.
2. In the event REIC furnishes the CLIENT with sample containers, some may contain corrosive or toxic materials to preserve samples intended for analysis or testing. Such containers are labeled "Caution" with the material identified on the container. The CLIENT is solely obligated to be fully aware of the safe handling procedures relative to such preservatives and to advise any person performing or charged with sampling to be fully aware of the proper handling and safety aspects of such exercise.
3. The CLIENT does indemnify and save harmless REIC from any claim made by any employee, or agent of the CLIENT, or third party for injury or damages relating to or resulting from sample containers or handling the containers (whether or not provided by REIC), performing the sampling process or transporting the samples to REIC's place of business.

(c) SAMPLE STORAGE AND DISPOSAL

REIC will store samples up to 14 days from the submission of a report covering the samples. After the 14-day period, REIC may dispose of any unused samples. If REIC is instructed by the CLIENT to hold samples longer than 14 days, the CLIENT shall be billed a weekly storage rate of \$25 per project (which may be waived at the discretion of the laboratory). At REIC's option, unused portions of samples may be returned to the CLIENT for disposal. If samples are identified as hazardous waste and the client declines return receipt of these samples, the client will be charged a fee of \$25 per sample for disposal. Samples will remain the property of the CLIENT at all times.

VIII. CONFIDENTIALITY AND LEGAL PROCESS

Strict confidentiality is maintained in all of REIC's CLIENT relationships. In any instance where information is subpoenaed by or subject to any court order and must be released to a regulatory or legal entity or to any third party, REIC will promptly notify the CLIENT. If any REIC employee is called upon to be interviewed by the CLIENT's attorneys or litigation specialists, or is subpoenaed to testify by deposition or at trial by any party regarding the matters examined or tested by REIC employees or about any reports, letters or memos issued by REIC, including test results, REIC is authorized to invoice the CLIENT for the time spent in preparing for the testimony and for giving the testimony as a continuation of this AGREEMENT for services. The invoice will be

rendered at the hourly rate for consulting services of the individual personnel in effect for this AGREEMENT for consulting services plus the costs of any travel and reproduction of documents required by the legal process. Any additional expenses required by REIC for responding to legal process, such as consulting with its attorney are hereby expressly authorized by the CLIENT. The CLIENT will pay the invoice according to payment terms of this AGREEMENT.

IX. LIMITS OF WARRANTY

REIC warrants the accuracy of analyses performed with respect to sound scientific methodologies and techniques. Sample results are warranted on an "As Received" basis from the time that REIC obtains custody of submitted samples. All work must be accompanied by a written work request and/or chain of custody form that accurately describes the analyses to be performed and the expected turnaround. No other warranties, expressed or implied, are extended. REIC does not accept any legal responsibilities for the purposes for which its CLIENTS or third parties use test results. Any conditions regarding testing procedures other than those stated here must be approved by the Management of REIC, before the submittal of samples.

X. INDEMNIFICATION FOR LOSS OR DAMAGES

The CLIENT does hereby indemnify and hold harmless REIC, together with its agents, directors, successors, assigns, shareholders, and other affiliates of and from any and all claims arising under or relating to injury or damages resulting from the CLIENT'S handling of containers, the performing of the sampling process, or the transporting of the samples to REIC's place of business, including but not limited to claims made by agents or employees of CLIENT or by third parties. This indemnification shall be for direct or indirect liability, loss, cost or damage, including reasonable attorneys' fees and court costs, whether matured or unmatured, contingent or fixed. This indemnification shall apply to any direct, indirect, consequential, and exemplary or punitive damages, including but not limited to class action penalties, fines or attorneys' fees rendered in favor of a third party. This indemnification shall survive the termination of this AGREEMENT.