

TERMS AND CONDITIONS

Unless otherwise agreed in a formal contract, services provided by HawkMtn Labs, Inc. are expressly limited to the terms and conditions stated within.

CONFIDENTIALITY...Confidentiality is maintained in all our dealings with clients. Agreements are signed willingly. In any instance where information is subpoenaed by and must be released to a regulatory or legal body, the client is promptly notified. We assume our clients will respect relationships of trust and not use HawkMtn Labs' name and or data in a manner that might cause harm to our reputation and or business. Under no circumstances is the name of HawkMtn Labs, Inc. to be published, either alone or in association with that of any party, without its approval in writing.

PAYMENT TERMS...Payment in advance is required for all clients except those whose credit has been established with our company. Clients with HawkMtn Labs, Inc. approved credit, terms are net 30 days, after which time a 1% per month late charge or the maximum amount permitted by law (if less) is added to all unpaid balances. Any deviation in payment terms must be agreed to in writing. HawkMtn Labs, Inc. has the right to ask for payment in advance, if the established payment terms are not adhered to. HawkMtn Labs, Inc. reserves the right to cease all work in the event the client does not pay its invoice(s). In the event of default in payment for services rendered, the client is responsible for reasonable collection and or legal fees.

BILLS...All fees are charged or billed directly to the client. The billing of third party will not be accepted without a statement signed by the third party, which acknowledges and accepts payment responsibility. It is necessary for us to assume that the paperwork submitted with a sample describes the testing protocol desired. Any changes to this protocol must be submitted to HawkMtn Labs, Inc. in writing. However, if changes are made after the originally requested testing is initiated or has been completed; the client must accept payment responsibility. We cannot be responsible for holding times that are exceeded due to such changes. Please fax or email all requests for changes to Reports Department at reportsdept@hawkmtnlabs.com

RUSH ANALYSIS...A surcharge is usually added to the list fee if rush analysis is requested; that is, if work must begin immediately upon receipt of the sample. The surcharge will depend upon the analysis to be performed. Rush analysis service is offered contingent upon availability and prearrangement with our Laboratory Coordinators.



TERMS AND CONDITIONS (continued)

HAZARD COMMUNICATION... The client has the responsibility to inform HawkMtn Labs, Inc. of any hazardous characteristics known about the sample or suspected based on the sample collection site or circumstances. Likewise, information on hazard prevention and personal protection should be provided to the laboratory.

DELIVERY OF SAMPLES... Upon timely delivery of samples, HawkMtn Labs, Inc. will use its best effort in meeting mutually agreed upon turnaround times. The risk of loss or damage to the sample during shipment remains with the client. HawkMtn Labs, Inc. will advise the client of samples which are missing or received in damaged, contaminated or improperly preserved condition. The risk of loss or damage to the sample will be assumed by HawkMtn Labs, Inc. at the time possession of the sample is taken by an employee of HawkMtn Labs, Inc.

HawkMtn Labs, Inc. reserves the right to refuse to accept or rescind acceptance of any sample which in the judgment of HawkMtn Labs, Inc. is likely to pose any unreasonable risk in handling and or analysis. HawkMtn Labs, Inc. also reserves the right to refuse or to rescind acceptance of any sample not meeting EPA or DEP requirements for hold times or proper sampling and transporting of sample(s).

REPORTS... Reports may not be reproduced, except in full, without prior written approval from HawkMtn Labs, Inc. Additional charges will be necessary for customized reports or extra copy reports. No reports or copies will be sent to anyone other than the client unless the client requests us to do so in writing.

QUALITY ASSURANCE... HawkMtn Labs, Inc. will perform services consistent with its Quality Policy Manual and Quality Assurance Standard Operating Procedures (SOPs). It shall be the exclusive responsibility of the client to confirm that HawkMtn Labs, Inc. standard practices will meet the needs of the client prior to placing an order for work. In the event the client desires an alternative to these standard practices, such requests must be made in writing prior to sample acceptance.

SAMPLE IDENTIFICATION... All samples submitted must be accompanied by a chain of custody form which will list sample ID, sample type, analysis required and date and time of sample collection. Include the date results are needed and the correct reporting and billing address.

LIABILITY... HawkMtn Labs, Inc. represents that work will be performed in accordance with professional standards and sound laboratory practice, but no warranty, expressed or implied, is made. The sole exclusive responsibility of HawkMtn Labs, Inc. will be to redo any deficient work at HawkMtn Labs, Inc. expense.