

By engaging our services, you ("the Client") are agreeing to the following terms and conditions. At the time of the order /submission, these terms and conditions superseded all prior verbal or written agreements, unless specifically indicated otherwise, and take precedence over any conflicting or inconsistent terms that may exist in subsequent written agreements. These terms may be modified from time to time by CARO, and your submission will be governed by the most recent version of these terms that is in effect when the order/submission is received. No one other than CARO leadership has the authority to alter or waive any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon CARO, unless it is in writing and signed. The Client is responsible for notifying CARO of any samples that are suspected or known to pose any danger to health and safety of CARO's personnel, premises, instrumentation, or third-party suppliers such as couriers.

### Orders

1. Samples must arrive at CARO's laboratory facilities in a condition that is conducive to undertaking the requested analyses. Where samples are not appropriate (whether in nature or volume) to complete the requested testing, CARO reserves the right to reject the sample and/or perform an initial assessment to determine method suitability, the cost of which is to be borne by the Client. If CARO completes requested testing on samples deemed not appropriate, CARO takes no responsibility for the viability or applicability of results. Where samples have exceeded their hold time prior to analysis, CARO will proceed with the analysis and the resulting data will be delivered with a qualifier referencing the exceedance.
2. The Client is responsible for ensuring that all samples and requisition documents (including Chain of Custody forms) are clearly, completely, and accurately completed. Should a discrepancy or suspected documentation error be identified, CARO reserves the right to withhold testing until the discrepancy can be resolved, which may result in extended delivery times.
3. If work is terminated prematurely by order of the Client, the Client will compensate CARO for any of the work performed prior to receipt of the termination notice, including work that has been partially completed.
4. Held Samples. Any samples received, but not analyzed as per Client's request, shall be billable to cover costs of containers, sample acceptance, and storage.
5. A charge may apply for containers ordered but not returned to CARO.
6. It is the Client's sole responsibility to make its own assessment of the suitability of the services and/or detection limits of the data provided by CARO, as the data pertains only to the sample tested.
7. The Client is responsible for notifying CARO of detection limit requirements at the time of submission. Unless otherwise agreed upon at the time of submission, CARO's standard detection limits will be used. Matrix interferences may raise the RDL above criteria.
8. Once samples are received by CARO, they will be logged for processing and a Login Notice will be sent via email detailing our understanding of the work requested by the Client and destination of the deliverables. It is a shared responsibility of CARO and the Client to ensure that the information on the Login Notice is accurate and complete. If CARO receives no further instruction within 24hrs of issuing the Login Notice, the analytical requirements will be assumed to be correct. Corrections or edits to the information provided therein

must be made within 24 hours of the issuance of this Login Notice, according to the timestamp provided by CARO's Laboratory Information Management System. After this 24-hour period, CARO will make all reasonable efforts to accommodate changes to the scope of work outlined in this Login Notice however additional fees may apply for work that has already been completed.

9. CARO may subcontract samples to another laboratory, at our discretion, if we deem it to be reasonably necessary to achieve the timelines and/or method specifications required by the client. CARO is in no way liable for quality and/or timeliness of any subcontracted services.
10. CARO will dispose of all samples within 30 days of sample receipt, or a reduced time based on the nature of the sample, unless otherwise agreed. Disposition will be completed in a manner that is compliant with local environmental regulations. Should the Client request that their samples be returned, any costs associated with the return or redirection of samples will be the Client's responsibility.

### Turn-Around Times

11. Routine turn-around-times (TATs) are 5-7 business days, with reports being issued before 5pm the day they are due. The day of sample receipt is deemed day 0 for samples that are delivered to the lab before the cut-off time of 3:30 pm. Only business days are included in the TAT tally.
12. CARO will make all commercially reasonable efforts to achieve the quoted turnaround times and delivery dates provided on your login notice. Should these timelines be exceeded for any reason, CARO is not liable in any way in respect of late completion.

### Pricing & Payment

13. CARO requires a credit application to be completed in order to be considered for credit. Based on the result of the credit application, an appropriate credit limit will be established. CARO reserves the right to withhold data or refuse samples until the account has been settled.
14. For Clients with credit, payment terms are 30 days from the delivery of the invoice unless negotiated otherwise prior to submission. Client remains responsible for payment of all invoices once samples have been processed by CARO. Invoices may be paid by cheque, EFT, direct payments, or by credit

15. All quoted prices are in Canadian Dollars and are exclusive of GST & PST. Prices quoted are based on CARO's standard TAT for that test, unless otherwise specified.
16. CARO provides rental equipment as a value-added service. By renting CARO's equipment, the Client assumes full responsibility for the replacement or repair costs of this equipment (as quoted by CARO), in the event of loss or damage. Late fees may apply for rental equipment returned beyond the quoted rental term.
17. CARO may automatically place a credit hold on the customer account with unpaid invoices which remains outstanding after the due date and may be forwarded to third party collections for further action when internal collection efforts prove unsuccessful after ninety days from the invoice.
18. Charges remaining unpaid after the due date may result in the Client becoming liable to pay interest at 2% per month (26.82% per annum). Until the day payment is received, such interest will accrue daily.

#### **Corrective Work**

19. Clients requesting re-analysis of samples to verify results acknowledge that they are responsible for the costs of this re-analysis, if the results of the re-analysis confirm the originally reported data. Should the data change upon re-analysis, CARO will waive the cost of the re-analysis, and perform any follow-up investigations as deemed appropriate by our QA team. Please note that the ability to perform the re-analysis is subject to the availability of sufficient sample volume for testing. Objections to test results can be made within thirty (30) days after the customer receives the results.

#### **Confidentiality**

20. CARO will treat as confidential all results and proprietary information obtained through the course of our engagement. Similarly, the Client will treat in confidence any information provided by CARO to the Client, including methodologies, know-how, application, or software, and will not disclose any such confidential information to others without prior written consent from CARO. This obligation of confidentiality shall not extend to any matter which can be shown to be part of the public domain, or where any applicable law requires the disclosure of such information.
21. The Client recognizes and accepts the risks associated with communicating via web-based (internet) services

and email, including (but without limitation) the possible loss of confidentiality.

#### **Warranties & Liability**

22. CARO cannot be held liable for inadequate performance or delays caused by a condition beyond the party's reasonable control, including, without limitation, natural disasters, fires, floods, epidemics or quarantine restrictions, act of war or terrorism, riot, labor condition, governmental action, Internet disturbances, major equipment failure or unusually severe weather delays.
23. The Client fully indemnifies CARO against all claims, demands, actions, proceedings and all damages, losses, costs, and expenses which are made or brought against or incurred or suffered by CARO directly or indirectly and whether wholly or partly resulting from the Client's failure to comply with its obligations under these Conditions or under the Contract.
24. CARO's liability in connection with the performance or non-performance of Services is to the Client only and does not extend to the Client's or CARO's successors, assigns, associates, affiliates, officers, employees, directors, contractors, customers or to any other third party, and is limited to the actual cost of the specific analysis included in the Services. CARO has no liability whatsoever for indirect, consequential, exemplary, incidental, special, or punitive damages including lost profits, penalties, fines, or suits in any way relating to our services.
25. Any cause of action brought against CARO shall be brought within one (1) year of the work or services performed under this Agreement.
26. CARO's liability with respect to improperly or inadequately performed services is limited to the cost of the analysis. Objections to test results must be made within thirty (30) days of the delivery of the data in question, according to the timestamp provided by CARO's Laboratory Information Management System.
27. Entire risk for loss or damage to samples prior to their arrival at a CARO testing facility remains with the Client. Although we will take all reasonable steps necessary to prevent and rectify any shipping issues, CARO assumes no responsibility or liability for loss or destruction of samples, or timeliness of delivery by any third-party carrier. CARO assumes no responsibility or liability for any third-party carrier shipping or delivery of any sample to, from or between CARO facilities.