



TECHNOLOGY LABORATORY, INC.

1012 CENTRE AVENUE
FORT COLLINS, CO 80526
Phone: (970) 490-1414 Fax: (970) 472-5488
www.techlabusa.com info@techlabusa.com

W.O. NUMBER _____

ANALYSIS REQUESTED: BULK ASBESTOS ONLY: App. E to Sub. E of 40 CFR Part 763 and EPA/600/R-93-116

BULK ASBESTOS ANALYSIS CHAIN-OF-CUSTODY

Explanation of Laboratory Procedures:

Full Analysis - Individual layers will be analyzed separately. The report will include asbestos and non asbestos components.

Point Count - The point count procedure is typically used to quantify asbestos in samples previously quantified by the Visual Estimation Method. A separate charge applies for each sample that is point counted. This method is NOT applicable to Composite Analysis.

**NO ROOFING CORE SAMPLES ACCEPTED*

**SAMPLER CERTIFICATION REQUIRED*

COMPANY NAME
PROJECT MANAGER
PROJECT NUMBER
PROJECT LOCATION OR NAME
SAMPLER'S SIGNATURE

ASBESTOS COMPOSITE	FULL ANALYSIS: ASBESTOS/NON-ASBESTOS	POINT COUNT (400)	POINT COUNT (1000)	*SAMPLE CONDITION (Lab Use Only) A = Acceptable N = Not Acceptable	LAB ID #	SAMPLE ID #	DATE SAMPLED	TYPE/DESCRIPTION OF MATERIAL	HOMOGENOUS AREA

PAGE _____ OF _____ TURNAROUND TIME <input type="checkbox"/> Rush (Same day)* <input type="checkbox"/> Priority (2 business days) <input type="checkbox"/> Standard (3-5 business days) <i>* If received before 10:00 AM</i> Business days: Monday - Friday	<input type="checkbox"/> SAMPLES ACCEPTED <input type="checkbox"/> SAMPLES REJECTED		REASON FOR REJECTION: LOGGED IN BY:	
	<u>SPECIAL INSTRUCTIONS / COMMENTS:</u>			
	RELINQUISHED BY:	DATE:	RECEIVED BY:	DATE:
	COMPANY:	TIME:	COMPANY:	TIME:
RELINQUISHED BY:	DATE:	RECEIVED BY:	DATE:	
COMPANY:	TIME:	COMPANY:	TIME:	



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COMPANY:	TIME:	COMPANY:	TIME:		

A = Acceptable N = Not Acceptable

Terms and Conditions for Laboratory Analysis

1. These terms and conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory ("Lab") and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The Lab specifically rejects all additional, inconsistent or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the Lab. The invalidity or unenforceability, in whole or in part of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by Lab of any provision term or condition shall hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term or condition on any other occasion or a waiver of any other breach or obligation of the client. This agreement shall be administered and interpreted under the laws of the state from which the services or procured. The test report must not be used by Client to claim product endorsement by NVLAP or any agency of the U.S. Government.
2. **WARRANTY.** Recognizing that the nature of many samples are unknown and that some may contain potentially hazardous components, Lab warrants only that it will perform testing services, obtaining finding and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. Lab makes no other warranty, express or implied.
3. **SCOPE and COMPENSATION.** Lab agrees to perform the services described in the proposal or agreement to which the Terms and Conditions are attached. Unless the parties agree in writing to the contrary, the duties of Lab shall not be construed to exceed the services specifically described. The test report relates only to the samples tested.
4. **SAMPLES.** Client shall provide a completed and signed Chain of Custody with the samples being submitted for analysis. The Chain of Custody shall provide all of the information required to enable the Lab to perform its services. Lab shall not be liable for any incorrect advice, findings, decisions or recommendations based upon inaccurate or incomplete information or samples supplied by Client. This information must include the known presence of hazardous substances as defined by local, state and federal laws.
5. **SAMPLE ACCEPTANCE.** Acceptance is defined as that point in time which Lab has received and inspected the samples along with project guidance regarding the analysis to be done and resolved any discrepancies concerning the samples or the chain of custody form. Lab reserves the right to refuse sample acceptance based on but not limited to hazardous composition or unsuitable volume.
6. **SAMPLE HANDLING.** Prior to Lab's acceptance of any sample (or revocation of acceptance), the entire risk of loss or damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will Lab have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from Lab's premises. Disposal of hazardous waste samples is the responsibility of the Lab if the Client does not wish such samples returned. Maximum storage time for samples is 90 days after completion of analysis, unless modified by applicable state or federal laws. Lab reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgement of the lab, (a) is of unsuitable volume, (b) may be or become unsuitable for, or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence in the sample of any hazardous substance, and whether or not such a presence has been disclosed to Lab by Client.
7. **METHODS.** Where applicable, Lab will use analytical methodologies which are in substantial conformity with U.S. EPA, State Agency, National Institute of Standards and Technology (NIST), National Voluntary Laboratory Accreditation Program (NVLAP), American Society for Testing and Materials (ASTM), or other recognized methodologies. Lab reserves the right to deviate from these methodologies, if necessary or appropriate due to the nature or composition of the sample or otherwise, based on the reasonable judgement of Lab. Deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or Lab's standard operating system.
8. **TERMINATING/SUSPENDING ANALYSIS.** In the event all or any portion of the work prepared or partially prepared by Lab is suspended, abandoned or terminated by Client, the Client shall pay Lab the reasonable value of all work performed.
9. **TESTIMONY.** In the event that Lab is compelled, by subpoena or otherwise, to provide or produce documents or give testimony, whether at deposition, hearing or trial, in relation to services provided hereunder, then Lab shall be compensated by Client for the associated reasonable expenses (including attorney's fees) and labor for Lab's preparations and testimony based upon the Lab rate schedule applicable at that time.
10. **GOVERNING LAW.** This agreement shall be governed by and construed according to the laws of the State of Colorado.
11. **PAYMENT TERMS.** Invoices are due and payable within 30 days from the date the invoice was sent. A \$150.00 minimum charge may be applied to very small orders. Lab reserve the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances. The Client agrees to pay reasonable attorney's fees, legal costs, and other collection costs incurred by Lab in pursuit of past due payments. If payment remains past due 60 days from the date the invoice is sent, then Lab shall have the right to terminate this Agreement, and all reasonable termination costs will be paid by the client.
12. **SCOPE OF LIABILITY.** Lab, notwithstanding any other provision of the Agreement, shall not be liable for consequential, indirect, special, incidental, or exemplary damages which may arise or are connected to this agreement or the services provided by Lab pursuant to this agreement. Notwithstanding any other provision of this Agreement, the liability of Lab to Client, or to any other person or entity, arising out of, resulting from, or in connection with this Agreement or the services provided by Lab, including by not limited to Lab's negligent professional acts, errors or omissions, and whether or not related to hazardous substances, shall not exceed the compensation paid to Lab under this Agreement.