



GEOTECHNICAL & MATERIAL
TESTING LABORATORY

STANDARD LABORATORY TERMS AND CONDITIONS

1.0 Description of Services to be Performed by Solum Consultants Ltd. (Solum)

Solum shall provide geotechnical and material laboratory testing services on samples in accordance with these terms and conditions and executed Laboratory Testing Request Forms. Solum shall perform its work in accordance with accepted laboratory standards and accepted standard operating procedures. Solum reserves the right to modify methods as necessary based upon experience and/or current scientific literature. If the Client requests a manner of analysis that varies from standard operating or recommended procedures, the Client shall not hold Solum responsible for the results. Such variations of analysis will be noted on the reports. Solum reserves the right to subcontract laboratory testing if a particular test cannot be performed by Solum.

2.0 Reports, Confidentiality and Third Parties

Laboratory reports provided by Solum will be composed of a cover page, summary table of results, and other tables and figures if applicable. Reports will be e-mailed in PDF format to the individual(s) specified on the Laboratory Testing Request Forms. Laboratory reports may also be faxed or mailed to the Client upon request. Except as required by law, Solum shall not disclose testing results or reports to any party other than the Client, unless the Client, in writing, requests information to be provided to a third party. Solum shall abide by any additional confidentiality requirements requested by the Client provided that such requirements are provided to Solum at or before execution of the testing. Information provided by Solum is intended for Client use only. Any use by a third party, of reports or documents authored by Solum, or any reliance on or decisions made by a third party based on the findings described in said documents, are the sole responsibility of such third parties, and Solum accepts no responsibility of damages suffered by any third party as a result of decisions made or actions conducted.

3.0 Laboratory Testing Request Form (Chain of Custody)

The laboratory testing request form must be completed by the Client and be accompanied with the samples. Testing will not commence until the laboratory testing request form has been completed. If requested by the Client, Solum shall provide a copy of the laboratory testing request form with the report.

No persons other than the designated representatives for each Laboratory Testing Request Form are authorized to act regarding changes to the testing request form. Any changes or amendments of the laboratory testing request form must be in writing and be completed by the originator.

4.0 Acceptance, Contamination and Disposal of Samples

Loss or damages to samples remains the responsibility of the Client until Solum representatives' acceptance of samples by notation on the laboratory testing request form.

As to any samples that are suspected of containing hazardous substances, the Client will specify the suspected or known substance and level of contamination. This information is to be stated on the laboratory testing request form and be accompanied with the samples before testing can commence. Solum may refuse acceptance of samples if it determines they present a risk to health and safety.

Samples accepted by Solum shall remain the property and liability of the Client while in the custody of Solum. Solum will discard all non-contaminated samples after testing has been completed without a retention period at a fixed disposal charge, or if requested by the Client, samples may be returned to the Client at no cost to Solum. If requested by client, Solum will store samples provided the Client agrees to pay for the storage charge. Contaminated material may be returned/shipped to the Client at the Client's expense or Solum will discard samples with disposal rates varying for samples containing higher levels of contamination, refer to price list.

Soil samples requested to be stored will be stored inside the lab up to the expiration of storage period. Soil Samples will be discarded upon the expiration date of the storage period unless client requests either extending storage period or returning samples back to client at no cost to Solum.

5.0 Indemnification/Hold Harmless

Solum shall protect, indemnify and save harmless Client, and its directors, officers, employees, agents, representatives, invitees and subcontractors, and at Client's request, investigate and defend such entities from and against all claims, demands and causes of action, of every kind and character, without limitation, arising in favour of or made by third parties, on account of bodily injury, death or damage to or loss of their property resulting from any negligent act or wilful misconduct of Solum.

The Client shall protect, indemnify and save harmless Solum, and its directors, officers, employees, agents, representatives, invitees and subcontractors, and at Solum's request, investigate and defend such entities from and against all claims, demands and causes of action, of every kind and character, without limitation, arising in favour of or made by third parties, on account of bodily injury, death or damage to or loss of their property resulting from any negligent act or wilful misconduct of Client.

6.0 Limitation of Liability

The total liability of Solum or its staff whether based in contract or tort, will be limited to the lesser of the fees paid or actual damages incurred by the Client. Solum will not be responsible for any consequential or indirect damages even if caused by negligence of Solum. Solum will only be liable for damages resulting from negligence of Solum. All claims by the Client shall be deemed relinquished if not made within one year after the testing date. No warranty is either expressed or implied, or intended by any agreement or by furnishing oral or written reports or findings.

7.0 Termination of Testing Work Order

The Client may order work suspended or terminated upon seven days advance written notice. If work is suspended, Solum shall receive, upon resumption, an adjustment in the cost of services to compensate for additional costs incurred due to the interruption of services. Upon suspension or termination, Solum shall preserve samples provided that the Client agrees to pay the sample storage charge.

8.0 Pricing, Payments and Invoicing

Invoices will be based on current Solum laboratory testing rates; rates may change without notice. Solum invoices shall be paid within thirty (30) days of receipt of the invoice. Amounts not paid when due shall bear interest at the rate of 18% per annum from the date due until the date of payment.