



PUBLIC WATER SUPPLIER (PWS/Client) Terms and Conditions

It is the responsibility of the PWS to maintain, possess and to provide ABE with the most current version of their system's Sample Siting Plan and Monitoring Requirements. ABE will conduct sampling in accordance with the PWS Sample Siting Plan and will make all reasonable effort to comply with the provided Monitoring Requirements. ABE will assume no responsibility for any issues arising from the absence of a Siting Plan or Monitoring Requirements or for out-of-date Siting Plan or Monitoring Requirements.

It is the sole responsibility of the PWS to interact with the DEP to maintain the integrity of their system.

It is the responsibility of a Seasonal PWS to notify ABE at least 30 days in advance of planned openings. ABE will make reasonable effort to accommodate short notice on seasonal facility openings but will not guarantee ability to respond in time.

Sample Submission, Sample Acceptance & Sampling Containers

Sample collections completed by ABE are performed in accordance with applicable regulatory protocols or as specified in customer specific sampling plans. Turnaround Times (TAT) Average TAT for test results will vary depending on the specific analyses.

All samples submitted by the PWS to the laboratory must be accompanied by signed documentation representing a Chain of Custody (COC). The COC Record acts as a contract between the client and ABE. Signing the COC form gives approval for ABE to perform the requested analyses and is an agreement to pay for the cost of such analyses. COC Records must be completed in black indelible ink (must not run when wet). COC documentation begins at the time of sample collection. Client is required to document all sample details (sampler, address of the sampling site, date and time of collection, sample water source, collection point, PWSID, sample location number, sample type code, tests to be performed) prior to releasing samples to ABE. By signing the COC, the sampler is attesting to having used the proper sample collection techniques.

All samples must be chilled (loose ice is preferred) immediately after sampling and delivered to a laboratory collection location in a manner that will maintain the sample temperature above freezing and below 50°F (10°C). Samples will not be accepted if received more than 24 hours after collection, or if ice is present in the sample. Samples will not be accepted if the free chlorine level in the sample is greater than 5 mg/L.

Analytical results can be impacted by poor sample collection technique and/or improper preservation. Poor sample collection technique, inappropriate sampling containers, leaking or damaged containers, incorrect sample volume and/or improper sample preservation may lead to sample rejection. Suitable sample containers and preservatives (where applicable), along with blank COCs are provided at no additional cost. All sample results and laboratory reports are strictly confidential.

As part of the setup for new business or at the start of a new season, ABE will schedule the client's monthly sampling for a specific day of the month (i.e. second Tuesday). ABE will communicate this scheduled day to the client and will also communicate in advance when changes are required for sample collection. If the client needs to amend the scheduled sampling, it is the client's responsibility to inform ABE (by email or telephone) at least 1 day prior to the planned sampling date. If the ABE collector arrives to the client site on the scheduled day and is unable to take the sample for any reason, the client is responsible for the sample pick-up fee.



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Reporting

Results will not be made available to anyone except the primary client or authorized party representing the client unless ABE receives additional written permissions from the client. When necessary, ABE will subcontract certain analyses to a third-party accredited laboratory. If client prohibits subcontracting, it must be communicated in writing and include instruction on how to proceed with client samples that require third-party analyses.

ABE will enter and upload all test results to the DEP's website at the end of each month. ABE will provide a copy of the uploaded data to the client at the time of monthly invoicing.

In the event of a contaminant failure, the DEP mandates immediate notification of the PWS (within one hour of result confirmation) and follow-up testing (within 24 hours of result confirmation). The DEP will grant additional grace period in the event of a weekend confirmation.

It is the client's responsibility to provide ABE with a direct phone contact and email address of a designated individual to receive this notification. ABE will maintain contact information on file and will use the contact information to communicate the result(s). ABE will communicate the required follow-up sampling and the total cost for sample collection and processing. ABE will document the date, time and means of this notification. In the event the customer's designated contact cannot be reached, ABE will complete follow-up testing in accordance with DEP guidelines. The inability of ABE to reach the customer-designated individual will not be accepted as justification to avoid follow-up testing or for refusal to pay for the associated services.

ABE reports may not be reproduced except in full without the written approval of ABE Laboratories LLC.

Check Samples (Follow-up testing)

ABE will work with the PWS/client to coordinate the check sampling. Since the occurrence of these samples is not predictable, ABE will assess a special collection fee in addition to the cost for processing the new samples. The PWS/client is responsible for the payment of collection (where applicable) and processing fees involved with check sampling.

Payment Terms

Payment Terms are Net 30 days. Acceptable payment methods are credit card, check or cash.

Warranty & Litigation

ABE does not guarantee any results of its services but has agreed to use its best efforts, in accordance with the standards and practices of the industry, to cause such results to be accurate and complete. ABE disclaims any other warranties, expressed or implied, including a warranty of fitness for a particular purpose and warranty of merchantability. Clients agree that they shall reimburse ABE for any and all fees, cost and litigation expenses, including reasonable attorney fees incurred by ABE in obtaining payment for the services rendered. All costs associated with any subpoena for documents, testimony, or any other purpose relating to work performed by ABE, for a client, shall be paid by that client. ABE's aggregate liability for negligent acts and omissions and of an intentional breach by ABE will not exceed the fee paid for the services. Client agrees to indemnify and hold ABE harmless for any and all liabilities in excess of the fee paid for the services. Neither ABE nor the client shall be liable to the other for special, incidental consequential or punitive liability or damages included but not limited to those arising from delay, loss of use, loss of profits or revenues. ABE will not be liable to the client unless the client



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has notified ABE of the discovery of the alleged negligent act, error, omissions or breach within 30 days of the day of its discovery and within six months of the date of invoice.