

# PARAGON LABORATORIES, INC.

## STANDARD TERMS

1. All prices are listed in United States Dollars (USD). Paragon accepts payments by Cash (exact amount required), Company Check, Personal Check with ID, and Corporate or Personal Credit Card (Visa, MasterCard, American Express) with ID.
2. Paragon Laboratories, Inc. ("Paragon") business hours are Monday through Friday, 07:00 EST through 18:00 EST, excluding holidays and other posted days off. Unless otherwise noted, all listed and quoted fees are for services performed during standard business hours.
3. Arrangements may be made, on a case-by-case basis, for work to be performed during non-business hours (evenings, weekends, and holidays). Arrangements with the laboratory must be made in advance. After-hours work is not available for all tests – some tests have technical limitations which do not allow for work to be performed during non-business hours.
4. Paragon can usually accommodate analyzing samples from 09:00 EST through 14:00 EST on weekends for the following testing: Select Microbiology, Anions (EPA 300.0), TSS, TDS, BOD, CBOD, and COD. For these test requests, a surcharge of 1.5 Standard Fee(s) will be applied independent of any additional Expedited Turn-Around-Time (TAT) surcharges (**see item 8**).
5. For all other non-business hour requests (evenings, weekends, and holidays), Paragon will bill the customer Standard Fee(s), including labor fees, plus applicable Expedited TAT surcharges along with Call-Out Fee(s) of \$150 per hour per staff member required to perform the work, exclusive of Field Labor which is detailed in **items 15 through 17**. Call-Out fees are billed in full hour increments and may include staff drive time to and from the facility.
6. All work orders are completed cash on delivery (COD) unless Credit Terms are established with the acceptable completion of a **Credit Application**. Continued provision of Credit is subject to acceptable performance under the **Credit Terms Agreement**.
7. All prices listed are for a Standard TAT service level. Standard TAT service level is 5 business days from the day and time of receipt of the sample(s) by Paragon staff. Expedited TATs may be available for additional fees (**see item 8**).
8. Expedited TAT service levels are not available for all tests - some tests have technical limitations which do not allow for particular Expedited TAT service levels. Arrangements for Expedited TAT must be made with the laboratory in advance. When available, expedited TATs are billed on the following surcharge schedule: 3 Business Days @ 1.5 x Standard Fee(s); 2 Business Days @ 1.75 x Standard Fee(s); 1 Business Day @ 2 x Standard Fee(s); 8 Hours (reported by 16:00 EST if received by 07:00 EST) @ 4 x Standard Fee(s); and 4 Hours (reported by 16:00 EST if received by 11:30 EST) @ 5 x Standard Fee(s).
9. All prices listed for analysis with a default Hold Time (HT) shorter than the Standard TAT service level or other requested TAT service level are listed with the applicable fees and respective surcharges will not be applied to these requests. In situations where the remaining HT is shorter than the Standard TAT service level as a result of a delay between sampling and receipt by Paragon staff, respective surcharges will be applied to the requests according to the schedule in **item 8**.
10. All work orders submitted must meet a \$75.00 Invoicing Minimum at Standard TAT service level. If the charges for the individual requests on a work order do not exceed \$75.00, a Minimum Job Charge Adjustment fee will be applied in an amount equal to the difference to raise the total invoice amount to \$75.00. The \$75.00 Invoicing Minimum is subject to the Expedited TAT surcharge schedule listed in **item 8**.
11. All work orders processed include one Final Report event for the work order when all of the individual requests on the work order have been completed. Client requested Preliminary Report events are available for additional fees. Incremental reporting events requested by the client, issued as a Preliminary Report and known as Preliminary Report events, will be billed at \$25.00 per event.
12. Final Reports can only be issued to one named organization. Reporting to parties other than the named organization is available for additional fees. Additional Final Reports may be sent to parties other than the named organization and will be billed to the named organization at \$25.00 per additional Final Report issued. Additional Final Reports will list the named organization only.
13. Paragon retains the right to issue Preliminary Reports for work orders at its discretion. All data provided in a Preliminary Report, if provided within the service level requested, may be billed at the fees and surcharges of the requested service level. Data not provided in a Preliminary Report and outside of the service level requested, may be billed at the fees and surcharges associated with the service level delivered.
14. Unless otherwise specified, all listed fees and quotes are based on the delivery of a Level I Final Report package. Other report packages are available on the following surcharge schedule: Level II @ 1.1 x Project Fee(s); Level III @ 1.5 x Project Fee(s); Level IV @ 2.0 x Project Fee(s). Arrangements for reporting packages other than Level I must be made with the laboratory in advance.
15. All prices listed for Field Labor and Travel are based on the services being performed on a business day within a Monday through Friday and 07:00 EST through 16:00 EST window with at least 24-hour notice. All Labor and Travel services performed outside of these day/time windows are subject to additional fees and surcharges (**see items 16 through 17**). Field Labor and Travel may be available for same-day requests. When available, requests for same-day Field Labor and Travel will be billed @ 2 x Standard Fee(s) or higher.
16. All prices listed for Field Labor are based on services being performed anytime on the agreed upon business day. For requests requiring Paragon staff to perform field services at a specific time on an agreed upon business day, an additional \$50.00 Dedicated Sampling Time fee will be assessed.
17. Off-Hours Field Labor Fees are billed @ 2 x Standard Fee or higher plus Call-Out Fees (**see item 5**). Off-Hours Trip Fees are billed at \$100.00 / Trip for destinations within 25 miles of the laboratory and \$200.00 / Trip for destinations within 50 miles of the laboratory. For distances greater than 50 miles from the laboratory, call for pricing.
18. Field activities that involve the transportation of hazardous materials will be billed a Hazardous Materials Handling Fee of \$25.00 per event.
19. Equipment Rental Fees are billed on a per calendar day basis. Equipment Rental Fees are not pro-rated for partial calendar days of use.
20. Client reserves the right to cancel (terminate) testing and reporting at any point prior to the issuance of a Final Report for samples and tests, in part or in full. Cancellation requests must be provided in writing. Client will be invoiced in full for any testing or services completed prior to the cancellation of the originally requested testing. Client will be invoiced proportionally for any testing or services in process prior to the cancellation of the originally requested testing.
21. It is incumbent upon the client to know the scope, capabilities, limitations, sampling/storage requirements, and interferences of any test or service request. Paragon will make reasonable efforts to provide the client with technical information upon which to select appropriate tests and services.
22. It is incumbent upon the client to communicate all workplace hazards and safety protocols to Paragon staff members engaged in work at customer locations.
23. Paragon reserves the right to invalidate any test result which does not pass quality review and invoice the client accordingly for the completed laboratory processes and services performed prior to such determinations.
24. Paragon reserves the right to take the necessary actions, and bill the client accordingly, to perform test(s) in compliance with method(s) requirements even when the actions are not part of the stated scope of the work, are/ or are not included on quote documents, and/or the client is unavailable to approve new charges and a delay in processing would invalidate the sample.
25. Paragon reserves the right to refuse service under any circumstance, including but not limited to: concern about hazard of sample(s); concern about intended use of report(s); and concern about the integrity or completeness of work order or sample information; concern about legal implications of report usage.
26. Paragon reserves the right to return a sample to the client before or after the minimum retain period.