# RJ Lee Group 2



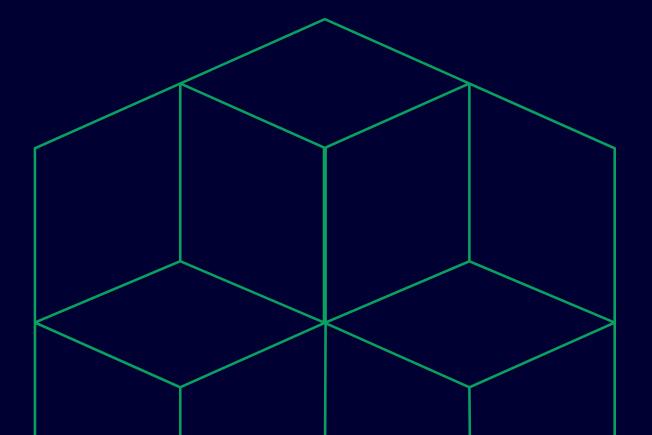








## **General Information**



### RJ Lee Group Laboratory Services

## A Higher Measure of Confidence

Thank you for choosing RJ Lee Group for your analytical services needs. We are committed to providing our clients with quality service and reliable results in a timeframe to meet their needs. We have more than 30 years of experience as an analytical services laboratory and have diligently served thousands of clients. Our industrial hygiene and environmental experts are well-informed of methodologies mandated by government standards.

Laboratory tests are conducted using standard test methods approved and/or mandated by OSHA, NIOSH, EPA, MSHA, ASTM and others. Our laboratory testing services are provided in response to regulatory requirements as well as for material and product requirements and specifications.

Each sample is unique and given the attention necessary to perform the required analysis. Our protocols ensure that chains of custody are intact and sample preparation methods maintain sample integrity. All staff follow standard procedures to maintain our high quality standards, and reports are issued and explained with clarity and attention to clients' requirements.

Our service offerings extend far beyond the testing services listed in this document. We routinely conduct problem-solving and investigative studies for a broad range of industry. Our multidisciplinary technical staff of subject matter experts (SMEs) are available for consultation and scientific investigations, and have collective centuries of experience in root cause failure analysis, remaining life assessments, corrosion studies, product development, material identification, and reverse engineering.

This often requires project and sample-specific testing protocols that combine multiple existing laboratory methods into the investigation. Method development in sample preparation or analysis is also not uncommon and our laboratory staff, under the direction of our SMEs, is experienced in performing and documenting analytical methods tailored for the issues at hand. When necessary, this investigative approach provides our clients with high value results, and has withstood regulatory and legal scrutiny because the developed methods are guided by established standards.

### **Operations and Services**

### **Sample Receiving Hours**

Samples are received Monday through Friday during normal business hours:

RJ Lee Group Headquarters Laboratory 800 Presque Isle Dr., Pittsburgh PA, 15239 from 8 AM to 5 PM (EST)

RJ Lee Group Laboratory 350 Hochberg Road, Monroeville PA, 15146 from 8 AM to 5 PM (EST)

Columbia Basin Analytical Laboratories 2710 N. 20th Ave, Pasco WA, 99301 from 8AM to 5 PM (PST)

Please notify client services if samples will be submitted outside of normal business hours. Any samples received after 12 PM or on weekends will be logged in the next business day.

### **Holding Times**

Some samples may have preservation requirements and are subject to specified holding times. For samples that are suitable for analysis, provided and received in a timely manner we will make every effort to meet all holding time requirements prescribed for the preparation and analysis of the samples.

### **Hazardous Waste**

Hazardous waste is managed in accordance with local, state, and federal regulations. The waste is segregated, bulked, neutralized, labeled for shipment, and stored by a hazardous waste technician in controlled waste storage areas. We reserve the right to return to the client, at the client's expense, any unused portions of samples that may be considered hazardous waste.

#### **Record Retention**

RJ Lee Group retains records of laboratory analysis for the period of time required by the appropriate accrediting body, according to contract requirements, or as per client specific requests. We reserve the right to assess record retention fees for those records that, at the client's request, are retained beyond accreditation or contract requirements.

### **Submitting Samples**

Samples are to be submitted to the laboratory along with appropriate chain-of-custody documentation and the following information clearly indicated:

- » Sample identification
- » Type of analysis requested
- » Sample volume (where applicable)
- » Analysis turn-around time
- » Report to name, address, phone number and email address
- » Bill to name, address, phone number, and email address
- » Special instructions (if any)
- » Signature and printed name, phone number, and email address of person remitting the sample.

Clients are encouraged to use the Chain of Custody form available on our website at www.rjleegroup.com. Multiprint carbonless forms are also available by contacting a client services representative.

### **Shipping**

The client is responsible for all shipping costs and special handling fees (e.g., hazardous materials or international destinations) as well as costs associated with return shipping of sample containers and samples.

#### Sampling Media

Common sampling media are provided to clients at no charge, provided the media are returned for analysis. The client is responsible for all overnight shipping charges. Clients will be responsible for the costs of any specialty media requested as well as related shipping costs.

### Confidentiality

All laboratory data and reports are kept strictly confidential with discretion applied toward proprietary materials and processes. Clients must provide written authorization if analytical results or reports are to be released to a third party.

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## Blanks for IH and Environmental Analysis

Some of the analytical methods listed in this document require that blanks be submitted with the samples. At a minimum, one blank sample should be included with every batch of samples submitted. When submitting large numbers of samples, typically one blank for every 10 samples should beincluded. Blank samples are invoiced at standard sample rates.

### **Radiological Samples**

Our Columbia Basin Analytics Laboratory facility is licensed to handle and analyze radiological samples in a variety of matrices using a number of analytical methods. We also have the capability to conduct R&D, bench testing, and waste-form development studies. RJ Lee Group will either return samples to the client or dispose of them at client expense. Please contact us for details and pricing.

### **Sample Disposal**

Samples submitted will be stored for 30 days before being discarded unless the client notifies otherwise. Shipping and handling fees will be assessed for the return of any samples. The client will be responsible for any additional costs incurred in the disposal of unusual or hazardous material samples that do not comply with RJ Lee Group's standard disposal practices. We reserve the right to assess sample storage fees if a client requests that samples be retained for more than 30 days.

### **Analysis Fees**

Prices listed are subject to change without prior notification. This document lists standard commercial prices for samples analyzed following specified methods. Please contact a client service representative to discuss price adjustments based on sample volume or turn-around times. Custom projects may incur additional analysis or consulting fees for test set up, data compilation, interpretation, and customized reporting.

We also offer more specialized analysis. If the method or analyte is not listed, please call. For some media, such PPI's, POVM and Jewel Impactors cassettes, additional media fees apply. For odd chemicals, additional fees could apply for the calibration standards. Most prices listed are for single analytes and might include the preparation fee. Please call if you need pricing for multiple analytes in the same sample using the same methodology/technique.

### **Turn-around Times (TAT)**

Unless a client indicates otherwise, all samples received will be logged and processed for standard turn-around times (TAT) as indicated below. TAT is measured in business days; for example, a sample arriving today for 1-Day TAT would be due at the end of the next business day. Same-day TAT (anything less than 24 hours) is also available for some testing services. Same day TAT requires 24-hour advance notice and samples must be received by 10 AM the day of analysis. Please contact a client service representative for more information.

Service Area	Standard TAT
Industrial Hygiene	5-10
Environmental & Wet Chemistry	7-10
Specialty Chemicals & Coatings	10
Asbestos Analysis	5-10
Coal Mine Industry Testing	5-10
Construction Materials	20-25
Materials Characterization	5-10
Criminal Forensics	5-10
Pharmaceutical	5
Mineral Characterization/ID	10
Geotechnical	30

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### **Payment Terms**

A copy of RJ Lee Group's Terms & Conditions of Sale are included in this document. Unless otherwise indicated in writing (authorization by an officer of RJ Lee Group), terms of payment shall be net thirty (30) days after date of invoice. After the invoice due date, RJ Lee Group reserves the right to assess the lesser of one and one-half percent (1.5%) of the unpaid balance (annual rate of 18%) or the maximum late payment penalty charge permitted by law shall be added for each month or part thereof that payment is delinquent. RJ Lee Group has the right at any time to change the amount of credit or terms of payment or to withdraw credit and to require partial or full payment in advance as a condition of performing services. Payments shall be made regardless of the results of the testing or other services performed by RJ Lee Group. RJ Lee Group also accepts MasterCard, VISA, and American Express.

### **Accreditations and Certifications**

RJ Lee Group is committed to delivering services that not only meet, but exceed, regulatory requirements and client expectations for value, consistency, and reliability. Our Pennsylvania Laboratory is ISO/IEC 17025:2017 accredited, and both laboratories are accredited to perform specific analyses by the entities listed below:

### Pittsburgh and Monroeville, Pennsylvania

- American Assoication for Laboratory Accreditation (A2LA)
- American Association of State Highway and Transportation Officials (AASHTO)
- American Industrial Hygiene Association Laboratory Accreditation Program (AIHA-LAP, LLC)
- Pennsylvania Department of Environmental Protection (DEP)
- Food & Drug Administration Registered (FDA (Registration Number 1000313868)
- National Voluntary Laboratory Accreditation Program (NVLAP)
- State of Maryland DHMH Office of Health Care Quality
- State of New York ELAP Lab ID# 10884
- State of West Virginia Bureau for Public Health Office of Environmental Health Services
- Texas Forensic Science Commission
- US Department of Agriculture (USDA)
- US Department of Justice: Drug Enforcement Administration (DEA)

### Pasco, Washington

- American Industrial Hygiene Assocation Laboratory accreditation Program (AIHA-LAP, LLC)
- · American Association of State Highway and
- Transportation Officials (AASHTO)
- American Association for Laboratory Accreditation (A2LA)
- State of Oregon ELAP
- State of Washington Department of Ecology
- State of Washington Radioactive Materials
- US Department of Energy Consolidated Audit Program (DOECAP)

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### **Terms & Conditions of Sale for RJ Lee Group Services - 2025**

- 1) FORMATION OF CONTRACT. Any term of Customer's order or of releases pertaining thereto or in any communications from Customer, which is in any way inconsistent with or in addition to the Terms and Conditions set forth hereof, is objected to by RJ Lee Group (RJLG). In the event that the Customer objects to any of these Terms and Conditions, such objection shall be in writing and must be received and accepted by an RJLG signatory prior to commencement of work. The receipt of a Customer's order for any of the services provided by RJLG shall be conclusively deemed to be acceptance of all these Terms and Conditions. RJLG's failure to object to terms contained in any communication from Customer shall not be deemed to be a waiver of these Terms and Conditions. Any references to purchase orders or to other oral or written requests for services are for purposes of description only, and any terms contained therein shall not become part of this agreement. If Customer issues multiple purchase orders, releases or other requests for services, all such orders, releases and requests shall be subject to these Terms and Conditions regardless of the provisions of any such order, release or request, and regardless of the method of order including, but not limited to, orders issued by telephone or orders issued by company purchase order or release.
- 2) PRICES. Prices for standard tests and services shall be in conformance with the RJLG standard price lists in effect at the time the order is accepted. Price lists are subject to change without notice. Where a single order provides for or contemplates multiple shipment dates, the price shall be determined at the time each release is accepted. Any test or service not listed will be sold at a price determined by RJLG. All charges for courier or expedited services used at the request of the Customer shall be prepaid; otherwise, RJLG reserves the right to invoice for these services. A premium will be charged for samples that must be processed on an expedited or special basis. RJLG reserves the right to charge 50% of the priority price differential for expedited samples that are requested but are canceled or otherwise not received by RJLG, or whose priority status is lowered by the Customer. Additional analysis requested after results have been reported will incur the cost per test/analyte plus an additional reporting fee(s).
- 3) SAMPLE MEDIA/SUPPLIES AND SHIPPING. RJLG provides standard media supplies to existing customers at no cost provided samples are returned to RJLG for analysis. If samples are not returned within 90 days of the original order date, the Customer is responsible for all sampling media and associated shipping. Costs for specialty media shall be paid for by the Customer and are described in RJLG's price lists or written quote/proposal for services. Shipping services shall be paid by Customer for requests for sample media that require shipment in less than two working days, and for shipments that have special handling requirements, including hazardous material shipments and international shipments. Sample shipping costs shall be paid for by the Customer unless otherwise agreed upon in a written quotation or proposal for services. All costs associated with the return shipment of samples shall be paid by the Customer. All return shipping costs for Customer supplied shipping containers shall be paid by the Customer.
- 4) TAXES. Prices do not include any applicable sales, value-added or similar taxes or any duties. All such taxes or duties, whether now in existence (or hereafter enacted), that are applicable to any services performed by RJLG shall

- be Customer's responsibility. Such taxes and duties shall be added by RJLG to the invoice amount, where appropriate.
- 5) PAYMENT TERMS. Unless specified to the contrary in writing approved by an officer of RJLG, payment terms shall be net thirty (30) days after the invoice date. After the invoice due date, the lesser of one and one-half percent (1.5%) of the unpaid balance (annual rate of 18%) or the maximum late payment penalty charge permitted by law shall be added for each month or part thereof that payment is delinquent. RJLG has the right, at any time, to change the amount of credit or terms of payment or to withdraw credit and to require partial or full payment in advance as a condition of performing services. Payments shall be made regardless of the results of the testing or other services performed by RJLG.
- 6) PROCESSING SCHEDULES. All samples and other requests for services submitted by Customer to RJLG shall be processed by RJLG in accordance with RJLG's normal scheduling procedures and are not guaranteed for any specific time or date. If RJLG agrees in writing, by a duly authorized representative of the Company, to process Customer's order by a certain date or in accordance with a certain schedule, RJLG shall make reasonable efforts to comply with such dates or schedules.
- 7) FORCE MAJEURE. RJLG shall not be liable for any delay in performance, or for non-performance, in whole or in part caused by the occurrence of any contingency beyond the reasonable control of RJLG including but not limited to fires, floods, labor troubles, strikes, break- downs, regulation order or requirement of any government, war (whether an official declaration thereof is made or not), failure or delay in transportation, act of any government or any agency or subdivision thereof affecting the terms of the contract or otherwise, judicial action, accident, explosion, storm or other act of Any such delays shall excuse RJLG from performance, and RJLG's time for performance shall be extended for the period of the delays and for a reasonable period thereafter.
- 8) SUBCONTRACTING. In the event of unforeseen circumstances, such as workload, need for further expertise, or for the reasons described above (force majeure), RJLG may request to subcontract work. The Customer will be immediately advised of the request and work will not commence until consent is received from the Customer, preferably in writing.
- 9) OTHER PROVISIONS CONCERNING SAMPLES AND REPORTS. Packaging and Labeling Customer shall mark, package and protect all samples sent to RJLG. Suitability for Analysis It is the responsibility of the Customer to ensure that samples are correctly taken, labeled, and packaged. Samples must be accompanied with a Chain-of-Custody form along with any potential hazardous warnings, including appropriate Safety Data Sheets (SDS). RJLG reserves the right to refuse samples for analysis which are obviously unsuitable due to damage, incorrect or insufficient labeling, incorrect sample loading, or that may be deemed to be considered hazardous to RJLG personnel. RJLG will notify the Customer as reasonably soon as such a problem is identified and will discuss with the Customer the course of action to be taken. Detection Levels Certain samples may present chemical or physical interference which could cause deviations of detection levels set forth by regulatory organizations and methods.

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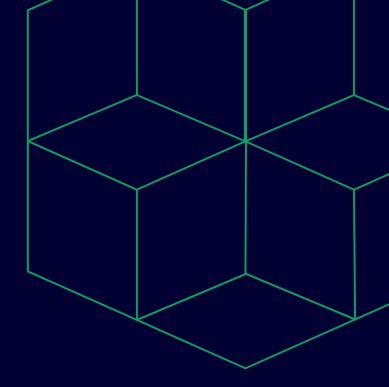
### **Terms & Conditions of Sale for RJ Lee Group Services - 2025**

- 10) USE OF SAMPLES AFTER TESTING. RJLG shall not be obligated to keep prepared samples or any remaining portions of samples for more than thirty (30) days after completion of the requested analyses unless a prior written agreement has been made between RJLG and the second party. After expiration of this thirty (30) day period, RJLG may either: return the sample to the Customer or dispose of the sample (shipping and handling fees or disposal fees may apply). If prior to expiration of the thirty (30) day period, the Customer requests that RJLG place the sample in storage or return the sample to the Customer, RJLG reserves the right to charge a special handling or storage fee.
- 11) REPORTS. Where RJLG's contract so stipulates, RJLG shall provide to Customer a written report(s) of the results of the testing and other services performed on Customer's behalf. The extent, nature, form, and content of the report shall be determined by RJLG, at its sole discretion, unless RJLG and Customer agree to the contrary in writing signed by an officer of RJLG. RJLG assumes no responsibility for the manner in which samples are obtained or the effect that the method of obtaining such samples might have on the results of the tests performed by RJLG, or the Customer's use or interpretation of the test results and reports provided to it by RJLG. When requested by Customer, RJLG will report preliminary test results by telephone, facsimile, and/or email. Any turn-around time requested by Customer shall be considered to be satisfied with such contact. All such preliminary results are provisional and subject to confirmation. The Customer shall specify the recipient of the preliminary report, by telephone, facsimile number, email address, or electronic data exchange (with prior approval from RJLG) to which the report shall be submitted and will designate an alternate recipient in the event the primary recipient cannot be reached. RJLG will use its best efforts to contact the designated recipient(s) but is not responsible for delays resulting from the failure of the recipient(s) to respond to inquiries. Additional fees may apply for the development, implementation, and on-going maintenance of an electronic data exchange process. RJLG retains records of laboratory analysis for the period of time required by the appropriate accrediting body, according to contract requirements, or as per client-specific requests. RJLG reserves the right to assess record retention fees for those records that, at the client's request, are retained beyond accreditation or contract requirements. In the event a Customer requests additional copies of archived reports, RJLG reserves the right to charge a fee for the retrieval and issuan
- 12) WARRANTIES. Customer is solely responsible for the use and the interpretation of RJLG's reports and test results. RJLG has no duty or obligation to provide services that it has not expressly agreed in writing to provide. The foregoing express warranties of RJLG are in lieu of all other warranties, express, implied or statutory, including but not limited to, any implied warranty of merchantability or fitness for particular purpose, and in lieu of any other warranty obligation on the part of RJLG.
- 13) LIMITATIONS OF REMEDIES AND DAMAGES.
- (a) RJLG is solely responsible for the performance of this contract, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, agents or subcontractors shall have any legal responsibility hereunder, whether in contract or tort, including negligence.

- (b) The sole and exclusive remedy of Customer, and responsibility of RJLG for any breach of warranty or other breach of contract, or any claim of negligence, shall be at RJLG's sole option (i) to repair or replace any defective product, (ii) to correct any defective performance, (iii) to retest the same or a replacement sample without costs, (iv) to refund any amounts paid by Customer for the defective sample product or other service or (v) to refund any sample priority price differential if a sample is not processed within the time requested by
- (c) In no event, shall RJLG be liable to anyone, whether in contract, strict liability, or tort, including the negligence of RJLG or its employees, agents or representatives, for any incidental, consequential, special or indirect damages of any kind or charter, under or arising out of any contract between the parties.
- (d) RJLG's maximum liability under or arising out of this contract shall be the contract price of any services improperly performed. Liability for injury or damage to persons or property arising out of this work shall be limited to the amount covered by the general comprehensive liability insurance carried by RJLG.
- 14) WAIVER. In the event of any default or breach of contract (or anticipatory breach) by Customer, RJLG has the right to refuse to provide any additional services to Customer. RJLG's failure to enforce at any time or for any period of time any of the provisions of this contract shall not constitute a waiver of such provisions or the right of RJLG to enforce each and every provision.
- 15) AMENDMENTS. No addition or amendment to, or modification of, any printed provision of these Terms and Conditions of Sale will be binding upon RJLG unless made in writing and signed by an officer of RJLG. Except to the extent expressly provided herein, no course of dealing, usage of trade, or course of performance will be deemed relevant to explain or supplement any provision of these Terms and Conditions of sale.
- 16) PERIOD OF LIMITATION OF ACTION. No action shall be brought against RJLG for any breach of this contract after a period of more than one (1) year after the performance of work by RJLG.
- 17) GOVERNING LAW. The validity, construction, and performance of this contract and the transactions to which it relates shall be governed by the laws of the Commonwealth of Pennsylvania. All actions claims or legal proceedings, in any way pertaining to this contract or such transaction, shall be commenced and maintained in the courts of such Commonwealth or in the United States District Court for the Western District of Pennsylvania and in no other court or tribunal whatsoever, and the parties hereto each agree to submit themselves to the jurisdiction and venue of such courts.
- 18) LIMITATION OF USE AND DISSEMINATION. Test results and reports prepared by RJLG are prepared and intended solely and exclusively for the person or entity named on such test results or report and are therefore not to be used or relied on by any other person or entity.

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## RJ Lee Group C

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