



# Analytical Request Form / Chain of Custody

17387 SW 63<sup>rd</sup> Ave.  
Lake Oswego, Oregon 97035  
Phone #: 503-297-3636  
Fax #: 503-297-3738  
www.puritylabsinc.com

<b>General Instructions:</b> Please complete this form and send along with samples to the above address. * - Required Information				<b>Turnaround Time*</b>			
				<input type="checkbox"/> <b>Standard</b> within 10 business days depending on requested tests		<input type="checkbox"/> <b>Rush (Fee Applies)</b> Call for availability – applies to chemistry testing only	
<b>Client Information*</b>				<b>Billing Information*</b> <input type="checkbox"/> Same as Client			
Contact:				Contact:			
Company:				Address:			
Address:				PO #:			
Email:				Email:			
Phone #:		Fax #:		Phone #:		Fax #:	
Report* <input type="checkbox"/> Email <input type="checkbox"/> Fax		Additional Report Recipients				Invoice* <input type="checkbox"/> Email <input type="checkbox"/> Mail	

Enter description and any other important information regarding test samples below. This information will appear on lab report. Use another form for additional samples.

About the sample	Sample #1	Sample #2	Sample #3	Sample #4	Sample #5
Description*					
Lot Number					
Date & Time Sampled					
Requested Test(s)* with Purity Test Number*, include methods and/or specifications, if necessary					

Notes/Special Instructions

Relinquished By (Client)*		Received By (Lab use only):	
Signature: _____		Signature: _____	
Print: _____		Print: _____	
Date: _____ Time: _____		Date: _____ Time: _____	

**Note:** Client signature on this form and/or submission indicates authorization for analysis to proceed and acceptance of Purity Laboratories standard terms and conditions.



# Purity Laboratories Terms & Conditions for Testing

## Purpose

The purpose of this procedure is to establish the terms and conditions for testing with Purity Laboratories, Inc. (Purity).

## Scope

This procedure applies to all customers; past, present and future. This procedure also applies to Purity personnel who work with customers.

## Responsibility

**Customers:** It is the responsibility of the Customers to fully understand all terms and conditions outlined in this procedure. The customer is to contact Purity with any questions or concerns in regards to terms and conditions prior to commencement of testing.

**Purity:** it is the responsibility of Purity to provide all customers with this procedure describing terms and conditions. This is to be made readily available on the Purity website [www.puritylabsinc.com](http://www.puritylabsinc.com). The customer will also be able to access this procedure when requested to an administrative employee.

## General Terms and Conditions

By entering into a contract with Purity, you agree to terms and conditions described in this document

A contract can be entered via a formal contract drawn up between both parties, or by the completion of LF1000 Chain of Custody Form.

Customers are permitted to contact Purity to inquire about tests and methods offered by Purity via email, phone, or in person.

If a customer inquires about a test Purity does not offer, Purity can recommend a different laboratory for testing.

If a customer submits a sample with a request for a test Purity does not offer, Purity is to contact the customer and inform them that Purity does not conduct said test. If possible, Purity can recommend a similar test for the sample. If not, Purity can recommend a different laboratory for testing.

Purity can give advice on testing if a customer has specific questions on testing capabilities. Purity is not to dispense advice on what tests a customer is required to do. It is up to the customer to understand the regulations that encompass their samples and to submit samples only when they know what they need to test for.

If a customer requests a test method that is obsolete, Purity will suggest the most applicable and up-to-date method available for the test.

Customers may request specific methods for testing. Purity uses methods published in international, regional or national standards. As long as methods requested by the customer meet standardized method guidelines, Purity will adhere to the request.

If a customer does not request a specific method with a test, Purity will use the most applicable and standardized test available. If a customer does not specify the units the results are to be reported in, Purity will report results in the most applicable units for that test method.

## Terms of Contract

### Tenders:

Once a customer submits a sample to be tested with an official LF1000 Chain of Custody, they are entering into an completed contract with Purity. The customer is responsible for understanding all terms and conditions for testing with Purity and adhering to all policies.

Once a customer initiates testing with Purity, they will have to agree to all terms and conditions. These are detailed on LF1006 Laboratory Terms and Conditions. This will be available on Purity's website, and customers can request a copy of it.

All samples submitted to Purity must be must have LF1000 Chain of Custody attached with all the necessary information filled out.

If a sample is submitted without LF1000 Chain of Custody or is not properly filled out, the sample will be set aside and the customer will be contacted for the proper information. Purity is not to initiate testing until all the proper paperwork is submitted.

Any discrepancies between Purity and the customer about testing, prices, sampling, turn-around times or any other issue must be resolved prior to commencement of testing. The customer and Purity must accept terms of contract prior to commencement of testing.

### Contracts:

High volume customers may have specific requests from Purity.

Specific requests are to be reviewed and decided upon prior to initiation of testing.

All decisions for requests are to be documented in a contract between the customer and Purity.

Contracts will be drawn up individually to encompass all the customer's needs. They will be created by the Business Manager and reviewed by Upper Management.

Once both parties review the contract, it will be signed by a representative from the customer and the Business Manager.

A copy of the contract will be kept in the Quality Department. The original copy of the contract will be kept by the Business Manager.

Any deviation from the contract will be reported to customer prior to initiation of deviation. This can include but is not limited to: changing test methods, changing sample size, changing sample retention or changing reporting. All deviations will be documented and attached to contract.

If a contract needs to be amended, the customer and Purity will discuss the terms of the amendment. Once the amendment is agreed upon, the contract will be updated. The previous version of the contract will still be stored in the Quality Department. The updated version of the contract will reflect what version it is.

### Pricing and Payment Terms

Purity's price list is subject to change at any time, without prior notice. Purity strives to offer testing at competitive pricing based on industry standards. The price list available on the website does not necessarily reflect actual costs.

Purity will always disclose all costs up front to inquiring customers. This includes test cost, digestion fees, sample pick up fees or on location testing.

### For New Customers:

If a formal contract or agreement is not drawn up between Purity and the new customer, payment should occur at the time of sample submission. Up-front payment can be in the form of check, cash or credit card.

Customers have the option to apply for a Net 30 credit. Upon completion and approval of the credit application, which will be provided by Purity, customers will be able to pay via Net 30 invoicing.

If credit is extended, the customer agrees to the following conditions:

The customer shall agree that the application may be referred to Dun and Bradstreet or TRW or to any officials for approval

The customer shall pay the amount or amounts due as evidenced by the account, not later than thirty (30) days following the date of invoice.

The customer agrees that any amounts not paid within the 30 days shall be considered delinquent and a Delinquent Charge at the rate of 1.5 percent per month, which is an annual percentage rate of 18% from and after the first day of the same becomes delinquent.

In the event that a delinquent account is placed in the hands of a licensed collector or any attorney for collection, or suit is instituted on this account, the customer agrees to pay. In addition to the amount of the delinquent amount and interest, a reasonable collector's or attorney's fees will also be paid.

Once a test is completed, the customer will be invoiced and billed within a week of completion.

### Late Payment Policy:

If payment is not received 30 days after invoicing, the customer will be notified. Any samples submitted by the customer after the late notice will have their results withheld until payment.

Purity has the right to refuse business with any customer that is negligent in timely bill payment.

Purity has the right to apply a fee for late payments. Normally, delinquent accounts will be subjected to a 1.5 percent per month service fee until paid in full.

### Liability

Purity is not liable for samples that fail to arrive to the laboratory or those that arrive late or damaged. It is the responsibility of the customer to ensure their samples arrive promptly and in good condition.

### Force Majeure Clause:

Purity is not liable for failure to perform Purity's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

### Confidentiality and Privacy

Purity is required to collect personal information about customers. This includes: contact information, phone numbers, email addresses, billing information, testing requests, sample types, test results, test reports, and customer correspondence with Purity. All information pertaining to customers will be kept confidential by Purity. This includes information submitted by customers via the website, email inquiries, paper documentation and in-person dialogues. Purity will only collect customer information if it is provided by the customer or collected with customer authorization.

Purity will not disclose former or current customer information to anyone including third parties or outside organizations. Purity will not sell or rent this information to anyone. The only events in which Purity will use customer information is when it is necessary to fill your requests, such as mailing sampling materials or, if required by law via a subpoena.

By registering for an account on the Purity website or subscribing to the Purity newsletter, you have acknowledged your permission to us to contact you by e-mail. Unless you ask Purity not to, you may be contacted via e-mail in the future to tell you about special promotions, new products, new services, or changes to this privacy policy.

Purity will track and log all information submitted, whether it's via email, fax, phone, in-person or submitted through the website. All samples submitted will be given an internal case number to reference on test reports and billing information. All sample information will be stored in the Laboratory Information Management System (LIMS). The LIMS will be controlled and can only be accessed by authorized Purity personnel.

### Security

Purity will secure all information on this website through up-to-date internet security protocols. Purity will use encryption to protect customer information online. However, if a customer has registered to view testing results through the Purity website, these results may have exposure to internet hackers. Although Purity will take all the precautions necessary to protect confidential customer information, it cannot be guaranteed that this information will be kept totally secure because it is on the Internet.

Purity will protect customer information in the laboratory as well. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### Standard Procedures and Accreditation

Purity uses standard methods for testing. This includes but is not limited to: AOAC, USP, FDA, Standard Methods for the Analysis of Water and Waste Water. When standardized methods are changed or updated, Purity will adhere to the new changes after completing internal validation.

All test methods will be controlled documents within the Quality System. All tests performed will be documented on internal paperwork and that paperwork will be controlled by the Quality Department.

Purity will adhere to guidelines set by ISO and the Quality System will reflect these standards. Upon completion of ISO certification, Purity will complete all requirements to retain certification. This includes audits and other tests to demonstrate proficiency.

Purity will be tested by an externally agency for proficiency on an appropriate frequency. Once completion of testing, these accreditation agencies will supply Purity with a certificate that will be made available for viewing by customers on the website. These tests include that of certified reference materials to ensure proper recovery and results.

### Intellectual Property

Purity owns all copyright and other intellectual property on this website as well as documents submitted to the customer.

Intellectual property includes but is not limited to: patents, copyrights, trademarks, industrial design rights and trade secrets.

### Test Reports

Unless noted, all requested analytical tests per sample will be reported onto one case. In the event the results reported to the customer were outside their specification and they request an amendment to the case, a supplemental case will be created that will reference the original. The original will also denote changes made after test results were submitted. Purity will retain all previous versions of case reports and test results that were submitted to customers.

In the event of a presumptive positive result for microbiology, a confirmation will be conducted regardless of if the customer requests it. Customers will be charged for all confirmations on pathogen testing.

When it is necessary to amend a final report, these amendments contain a statement of "Amended Report – Date" with an explanation why the report was amended.

Purity is available for all the customer's testing needs; however, Purity will not deliver interpretations or opinions along with test results. Purity will offer guidance to a customer inquiring about units or amounts, but it is up to the customer to determine whether the results are deleterious or innocuous.

### Sampling

#### Shipping and transport:

Unless previously addressed in a customer contract, it is the responsibility of the customer to arrange transport of samples to the laboratory.

Customers are required to cover the cost of all transport options of samples.

Customers are to ensure samples are shipped or sent under the proper conditions to the laboratory based on tests requested. The customer may contact the laboratory to inquire as to what conditions are necessary. This includes refrigerating samples or ensuring they are in a clean or sterile environment.

#### Sample Arrival:

Samples are to arrive to the laboratory in good condition. Samples are not to be broken or damaged, or in the case of temperature sensitive samples, not be outside the appropriate temperature range.

In the event samples arrive to the laboratory in an unsatisfactory condition, the customer will be notified and the sample will be set aside until the customer decides to send a new sample or requests Purity go forth testing the damaged sample.

If a customer decides to test the damaged sample, this will be documented on Purity's internal documentation. The customer assumes responsibility for all test results for a damaged sample.

Damaged samples may only be used if the sample status does not affect the efficacy of the test.

If the customer sends an insufficient sample size, the sample will be set aside and the customer notified to send more sample. This will be documented on Purity's internal documentation.

If the customer's identification on the sample does not match the information supplied by LF1000 Chain of Custody, the sample will be set aside and the customer will be contacted for proper information.

If the customer neglects to request a test on their submitted paperwork, the sample will be set aside until the customer is contacted for confirmation on testing. Even if the customer is a routine customer that consistently requests the same testing, Purity will not make any assumptions on testing requested. It is the responsibility of the customer to always correctly identify the testing requested.

### Sample Use:

Once a sample is received and logged into our Laboratory Information Management System, the sample will be delivered directly to the department of testing.

Samples received after 2:00pm are not guaranteed to be set for testing that day, but testing will commence on the following business day.

It is the responsibility of the customer to ensure the sample is representative of the customer's need for testing.

### Sample Retention:

All test samples will be retained for 14 days after completion of testing and submission of results to the customer. After the 14 days, the samples will be disposed of properly.

Shelf-life studies will be kept separately and for a time period previously discussed with customer.

Samples will only be retained for a different amount of time than indicated above with customer request prior to sample submission.

Purity has the right to remove or dispose of samples that are damaged, contaminated or rotten prior to the 14 days.

### Errors:

#### Typographical:

In the event that Purity makes a typographical error on the test report submitted to the customer, Purity will make the correction as soon as possible, and re-submit the test report.

#### Other:

If a test requisition was submitted by a customer and Purity performs an incorrect test, the correct test will be completed by Purity as soon as possible and free of charge.

### Termination of Services

Termination of testing may be initiated by either party, the customer or Purity, at any time for any reason.

For customers in a contract with Purity, termination of services must be as a result of the breach of contract. Or, by any of the terms of the original contract.

### Website

Information contained on this website is current at the time of publication and every effort has been made to assure its accuracy. However, Purity cannot be held responsible for inaccuracies which may occur. If you wish to verify the most up-to-date information or have questions regarding materials on this website contact Purity via email at: [info@puritylabsinc.com](mailto:info@puritylabsinc.com) or by telephone at: (503) 297-3636.

### Disclaimer

Purity has the right to change these terms and conditions at any time. By submitting samples to Purity, you the customer agree to all terms and conditions therein. Purity will attempt to keep the website up-to-date but the customer is not to assume all information on the website is current. It is the responsibility of the customer to check the website periodically for changes to the terms and conditions. Purity is not liable for customer misunderstanding of terms and conditions or customer misunderstanding of testing and results.