The following terms and conditions apply to the Services to be provided by Bureau Veritas Canada (2019) Inc. (“Bureau Veritas”) at the request of Client. In the event of a conflict between these and any other terms and conditions contained in any purchase order or other documentation relating to the Services not specifically agreed to in writing by Bureau Veritas, these terms and conditions shall govern.

1.0 Orders and Receipt of Samples – Sample Acceptance

1.1 Client requests the service through submission of samples accompanied by a Chain of Custody of suitable format that contains sufficient information/detail/specification to carry out Client’s requirement, including:

- Instruction on type of analysis to be conducted.
- Complete disclosure of known or suspected hazardous substances. Where disclosure is not made and Bureau Veritas’ business is interrupted as a result, the client is liable for cost of cleanup and recovery.
- Signature authorizing Bureau Veritas to proceed with the testing under our standard terms and conditions.

1.2 Sample receipt, inspection and service request discrepancy resolution, if required, constitutes Sample Acceptance.

1.3 Upon Sample Acceptance at Bureau Veritas, Client will receive an electronic “confirmation report” detailing Bureau Veritas’ understanding of the information/detail/specification of work requested by Client. Corrections, edits or scope changes to the scope of work required by Client must be made within 24 hours of Sample Acceptance. Bureau Veritas will use commercially reasonable efforts to complete the work as edited but will not be liable for consequences associated with its commercially reasonable efforts to execute changes to scope made greater than 24 hours after Sample Acceptance.

1.4 Bureau Veritas can refuse or revoke Sample Acceptance for any sample that, in Bureau Veritas’ judgement:

- is of unsuitable volume;
• is a health or contamination risk for handling, processing, analyzing and/or storing; where holding time achievement
• is compromised due to receipt of the sample beyond 48 hours post sampling or ½ of the regulatory holding time for any requested test has expired.

1.5 Entire risk for loss or damage to samples remains with the Client at all times prior to Sample Acceptance. Bureau Veritas assumes no responsibility or liability for any third-party carrier shipping or delivery of any sample to or from Bureau Veritas facilities.

2.0 Fees and Payment

2.1 Prices quoted are based on standard TAT unless otherwise specified. Applicable taxes, sample container and disposal fees will be added to services costs. A minimum per job charge may be applied to cover courier, containers, shipping, project set-up, quality control samples, and project administration expenses.

2.2 A charge may apply for containers ordered but not returned to Bureau Veritas.

2.3 Rental Sampling Equipment - Sampling supplies including Summa® canisters, compressed breathing air cylinders, air media, glassware, and pumps are provided to the Client for a rental fee or as part of an analytical package. The Client assumes full responsibility for replacement costs in the event of loss or damage at Bureau Veritas’ sole discretion. Late fees may apply for rental equipment returned beyond the quoted rental term.

2.4 Bureau Veritas requires a credit application to be completed to set up an account, and updated credit information provided on an annual or as requested basis. Based on the result of the credit application an appropriate credit limit will be established. Bureau Veritas reserves the right to withhold data or refuse samples once Client’s credit limit has been reached or payment terms exceeded.

2.5 Payment terms are net 30 days, 1.5% service charge per month on overdue accounts. Accounts overdue by 90 days or more may be referred to a collection agency.

2.6 Published prices for analytical services may be subject to change without prior notice.

3.0 Change Orders, Termination

3.1 Changes to scope of work, including but not limited to increasing or decreasing the work, changing test and analysis specification, turnaround time schedule, or pricing can be made following Sample Acceptance upon agreement between Bureau Veritas and Client in writing. Additional charges may apply.

3.2 Termination of the work may be ordered by Client at any time. Bureau Veritas will complete all work in progress and Client will compensate Bureau Veritas for all work performed, plus expenses incurred for portion of the work terminated by Client.

4.0 Warranties and Liability

4.1 Accreditation. Bureau Veritas laboratories are recognized as accredited laboratories for specific tests by the Standards Council of Canada (SCC), the Canadian Analytical Laboratories Association (CALA) and/or the Ministry of Sustainable Development, Environment and Climate Change (MDDELCC). Scopes of accreditation for Bureau Veritas’ laboratories may be viewed at these organizations’ web sites.
4.2 Indemnification. Bureau Veritas’ sole responsibility is to perform its Services in accordance with commonly accepted professional standards using accepted, and where applicable, accredited testing methodologies and procedures, unless lesser standards or methods are prescribed by the client or deemed scientifically appropriate in Bureau Veritas’ judgement. Bureau Veritas’ liability in connection with the performance or non-performance of Services is to the Client only, and does not extend to the Client’s or Bureau Veritas’ successors, assigns, associates, affiliates, officers, employees, directors, contractors, customers or to any other third party, and is limited to the actual cost of the specific analysis included in the Services. Bureau Veritas has no liability whatsoever for indirect, consequential, exemplary, incidental, special or punitive damages including lost profits, even if Bureau Veritas has been advised of the possibility of such damages. Except as aforesaid, Bureau Veritas disclaims all warranties, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. The client agrees to indemnify and hold Bureau Veritas harmless from all claims, damages and losses including the cost of defense in connection with or arising out of performance of the Services, except only as aforesaid. In the event that Bureau Veritas is required to respond to legal process related to Services provided to Client, Client agrees to reimburse Bureau Veritas for expenses incurred in preparation for and defense of Bureau Veritas’ work.

4.3 Measurement of Uncertainty has not been accounted for when stating conformity to the selected criteria, where applicable.

5.0 Regulatory Hold Times, Turnaround Time (TAT) and Rush Processing

5.1 Hold Times. Client assumes responsibility for timely submission of samples to the laboratory. Bureau Veritas will start analytical processes within holding times provided that Sample Acceptance occurs within 48 hours of sampling or ½ of the holding time for the test, whichever is greater. Where Sample Acceptance does not occur within this period, Bureau Veritas will use its commercially reasonable efforts (including expedited handling at additional charge) to meet holding times and will proceed with analysis but will not be liable for consequences, including resampling costs, associated with missed holding time. Reanalysis of samples required to comply with Bureau Veritas’ quality system requirements will be deemed to have met hold time if the original analysis was performed within the required hold time.

5.2 Turnaround Time. Upon timely delivery of samples, Bureau Veritas will use its commercially reasonable efforts to meet mutually agreed turnaround times: TAT calculation begins when Bureau Veritas has determined that it can proceed with the defined work - Sample Acceptance. All TATs quoted are in business days. TAT on samples received past 3:00 pm, or on weekends or statutory holidays begins the next business day. In the case of subcontracted analyses, TAT begins once samples are received at the subcontract laboratory.

5.3 Expedited Turnaround Time. Rush Processing TAT is anything less than Standard TAT. Client is required to contact Bureau Veritas to prearrange Expedited Turnaround Time service. Rush surcharges will apply when rush service is delivered. If rush service is required to meet hold times, surcharges will be applied even if standard TAT is requested. Surcharges are only charged for actual TAT received, not TAT requested.

6.0 Results and Work Product
6.1 Detection Limits. Bureau Veritas' standard detection limits apply unless stated otherwise. Matrix interferences may raise the RDL above criteria. It is Client’s responsibility to inform the laboratory of RDL requirements at the time of submission. Bureau Veritas will use its commercially reasonable efforts to achieve required detection limits but does not warrant or guarantee such performance achievement.

6.2 Reanalysis. Bureau Veritas reserves the right to analyze Client samples without consent as part of QA/QC procedures. Client may request reanalysis of samples to verify results. Additional fees may apply if reanalysis confirms original data.

6.3 Data Ownership. Data or information generated by Bureau Veritas services become property of Client only upon receipt of payment in full by Bureau Veritas.

6.4 Confidentiality. All results and information obtained by Bureau Veritas will be held in strict confidence unless (i) the Client directs otherwise in writing, (ii) any disclosed information is at the time of its disclosure or subsequently become generally available to the public shall cooperate fully with Client to obtain protective orders, confidential treatment or other such protective action as may be available to preserve the confidentiality of the information required to be disclosed.

6.5 Subcontracting. Bureau Veritas reserves the right to perform the work at any laboratory in its network. Bureau Veritas reserves the right to subcontract services to another laboratory, if in Bureau Veritas’ judgement it is reasonably necessary. Bureau Veritas will in no way be liable for quality, timeliness and appropriateness of any subcontracted service procured from outside the Bureau Veritas network.

6.6 Sample Disposition. Bureau Veritas will dispose of Client’s chemistry samples 30 days after Sample Acceptance and microbiology samples 13 days after Sample Acceptance unless instructed to return such samples to Client. Storage of samples beyond 30 days is available at additional charge. Bureau Veritas will dispose samples according to local environmental regulations. Notwithstanding the above, Bureau Veritas reserves the right to return any sample to Client at Client’s expense.

6.7 Hold Samples. Any samples received, but not analyzed as per Client’s request, shall be billable to cover costs of containers, Sample Acceptance and storage.

6.8 Records. Bureau Veritas will retain all records for a minimum of five (5) years.

7.0 Corrective Work. If there is an actual and material failure, defect or deficiency in any particular Work conducted by Bureau Veritas, the Client must notify Bureau Veritas in writing within thirty (30) calendar days after the date the Certificate of Analysis is issued by Bureau Veritas. Bureau Veritas’ liability is limited to the cost of the analysis, however, at Bureau Veritas’ sole discretion, Bureau Veritas may perform corrective and remedial services to remedy such Notified Deficiency. Such corrective or remedial work shall include, but is not limited to:

1. Re-sampling costs – direct costs only with a maximum labour multiple rate of 1.7X
2. Direct expenses such as mileage and accommodation
3. Third party expenses such as drilling contractors - direct costs with no markup
4. Re-analysis costs
No remedial work shall be reimbursed unless authorized in writing by Bureau Veritas. Third Party expenses must be supported by providing Bureau Veritas with copies of invoices.

8.0 Cause of Action: Any cause of action brought against Bureau Veritas shall be brought within one (1) year of the work or services performed under this Agreement.

9.0 Prevailing Party: In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs and other legal expenses from the other party.

10. Non-Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement between Bureau Veritas and Client. This agreement shall not restrict either Bureau Veritas or Client from acquiring or providing similar, equal or services from or to other entities or sources.

11. Compliance with Laws: Bureau Veritas shall use the standard of care in its profession to comply with all applicable Federal, Provincial and local laws, codes, ordinance and regulations in effect as of the date services provided.

12. Waiver: No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

13. Insurance: Proof of insurance is available upon request.

14. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the province in Canada of service delivery.

COR FCD-00392/2

Last Modified: February 4, 2021