



**New England Bioassay Inc.**

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# Chain of Custody Record

Preservation:  
 (for NEB use only)

Project Information	Reporting Information	Billing Information
Project Name: _____	Report to : _____	Bill to: _____
Project Location: _____	Address: _____	Address: _____
Contact name: _____	_____	_____
Contact email: _____	_____	_____
Permit # _____	Email: _____	Email: _____
Sampler: _____	_____	PO Number: _____

*If this sample is not a current NEB project, or you are a new client who has not discussed the required testing with NEB, please attach a copy of the appropriate pages from your permit and contact lab management. Agreement of testing procedures and test schedule must be made between the client and the lab before testing will be initiated.*

Matrix Codes: N=NCCW EF=Effluent SW = Stormwater RW=Receiving Water UP=Upstream SD=Sediment S=Soil P=Product O=Outfall GW=Groundwater									
NEB use only COC #	Customer Sample ID	Sample Matrix	Type		Date Sampled		Time Sampled		Is the sample Chlorinated? Yes <input type="checkbox"/> No <input type="checkbox"/>
			Comp	Grab	Start Date	End Date	Start Time	End Time	
									Yes <input type="checkbox"/> No <input type="checkbox"/>
									Yes <input type="checkbox"/> No <input type="checkbox"/>
									Yes <input type="checkbox"/> No <input type="checkbox"/>
									Yes <input type="checkbox"/> No <input type="checkbox"/>
									Yes <input type="checkbox"/> No <input type="checkbox"/>
									Yes <input type="checkbox"/> No <input type="checkbox"/>

Relinquished by:	Date:	Accepted by:	Date:
	Time:		Time:
Relinquished by:	Date:	Accepted by:	Date:
	Time:		Time:
Relinquished by:	Date:	Accepted by:	Date:
	Time:		Time:
Relinquished by:	Date:	Accepted by:	Date:
	Time:		Time:
Relinquished by:	Date:	Accepted by:	Date:
	Time:		Time:

**Additional Notes:**

## **New England Bioassay Terms and Conditions**

**Standard of care:** The standard of care applied to our services will be the degree of skill and diligence normally employed by laboratory industry personnel performing the same or similar service. **Warranty and Limitation of Liability:** NEB's liability for all claims arising out of this agreement shall be limited to the amount of fees paid by client to NEB under the agreement. In no event shall NEB be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential or indirect damages arising from or in relation to this agreement or the use of the services, however caused and regardless of theory of liability. No warranty, express or implied, including warranty of marketability or fitness for a particular purpose, is made or intended by NEB's proposal or by any of NEB's oral or written reports. **Sample Submission:** The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with NEB Terms and Conditions. In the absence of an additional contract or agreement with NEB, by submitting samples for analysis, the customer agrees to be bound by NEB's Terms and Conditions. **Sampling Responsibility:** It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specification. **Sample Labeling & Packaging:** You (the client) warrant that any sample that you deliver or arrange for the delivery of to NEB will be packaged, labeled, transported and delivered properly and in accordance with all applicable laws and regulations. NEB may at any time refuse to accept, or revoke acceptance of, any sample which in the judgement of NEB is i) of unsuitable volume; ii) may be or becomes unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, or iii) may pose a risk in handling, transportation or processing for any health, safety, environmental or other reason. **Turnaround Time:** Turnaround time (TAT)/due dates are based upon individual projects and type of testing performed. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. **Testing Policy:** NEB represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third party laboratory that meets customer and NEB qualification requirements. Specific test-level considerations may apply. See project quote. **Pricing:** NEB pricing is periodically adjusted and NEB reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency, transport or volume, and/or non-compliance with the NEB Terms and Conditions. **Payment Terms:** NEB will issue invoices as services are completed. Standard payment terms are 20 calendar days from date of laboratory invoice. Interest charges of 1.5% per month, or the maximum amount allowed by law, will apply to all past due balances. If customer balance remains outstanding after 90 calendar days, NEB reserves the right to refuse or suspend work, increase or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full. **Customer Changes:** All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by NEB in writing; verbal change requests must be confirmed in writing. If requested change(s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, NEB will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. NEB is not responsible for TAT that is delayed due to customer changes. At its sole discretion, NEB reserves the right to charge additional fees, change pricing, and / or reject samples due to: changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and Hazardous or any other type of specialized sample as determine by the laboratory. **Sample & Record Retention:** Electronic records are retained for a minimum of 5 years, unless otherwise requested or required. Customer must notify NEB, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. NEB must also be notified and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply. NEB may dispose of any samples used in testing or remaining after testing in accordance with applicable laws upon delivery of its laboratory report results to you. **Disclaimer:** In no event shall NEB be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of NEB and whether NEB has been informed of the possibility of such damages, arising out of or in connection with NEB's services thereunder or the delivery, use, reliance upon or interpretation of test results by customer or any third party. NEB accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall NEB be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, in excess of the amount paid to NEB by customer thereunder. **Severability:** If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of Connecticut. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions. **Lab Reports, QC Data Packages & Report Limits:** Reports will be emailed as a PDF. Clients that are not paperless (require mailed Reports, Invoices, and/or any combination of these documents) must notify NEB in advance and may be subject to fees. QC data packages for validation programs are available upon request. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. All reports, laboratory test data and other documents or information prepared by NEB as instruments of service in the course of performing the services ordered by you shall remain the sole property of NEB. All results provided by NEB to you are solely for your use and benefit. NEB is not responsible for the misuse of these results or any portion thereof by you or by any third party.