

WQA Laboratory Terms of Service

1. GENERAL

- 1.1 These Terms of Service govern all offers, services, and resulting contractual relationships (hereinafter the "Contractual Relationships") between MWSC or their agents (each a "WQA Laboratory") and the Client unless otherwise agreed in writing.
- 1.2 The WQA Laboratory may serve private, public, or governmental entities (hereinafter, the "Client").
- 1.3 The Client authorizes the WQA Laboratory to deliver Water Quality Test Reports to third parties if instructed by the Client or if implied by circumstances, trade custom, usage, or practice, unless otherwise instructed in writing by the Client.

2. PROVISION OF SERVICES

2.1 The WQA Laboratory will provide services with reasonable care and skill, following the Client's specific instructions or, in their absence, according to:

- a) Standard order forms or specification sheets of the WQA Laboratory.
- b) Relevant trade customs, usage, or practice; or
- c) Methods deemed appropriate by the WQA Laboratory based on technical, operational, or financial considerations.

2.2 Information in Water Quality Test Reports is derived from testing procedures instructed by the Client or assessed based on technical standards, trade customs, or other relevant factors.

2.3 Water Quality Test Reports express opinions solely on tested samples, not on the entire lot from which they were drawn.

2.4 Reports reflect recorded facts at the time of testing within the limits of instructions received or alternative parameters applied.

2.5 Documents provided by the Client, or third parties are for information only and do not expand or limit the scope of services or obligations of the WQA Laboratory.

2.6 By providing services, the WQA Laboratory does not assume the responsibilities of the Client or third parties.

3. OBLIGATIONS OF CLIENT

The Client will

- 3.1** ensure that sufficient information, instructions and documents are given in due time (and, in any event not later than 48 hours prior to the desired intervention) to enable the required services to be performed;
- 3.2** Grant all necessary access for the WQA Laboratory's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services;
- 3.3** supply, if required, any special equipment and personnel necessary for the performance of the services;
- 3.4** ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services and will not rely, in this respect, on the WQA Laboratory's advice whether required or not;
- 3.5** inform WQA Laboratory in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons;
- 3.6** fully exercise all its rights and discharge all its liabilities under any relevant sales or other contract with a third party and at law.

4. LIMITATION OF LIABILITY

- 4.1** Water Quality Test Reports are issued on the basis of information, documents and/or samples provided by, or on behalf of, Client and solely for the benefit of Client.
- 4.2** The WQA Laboratory and its personnel are not liable for actions taken or not taken based on these reports or for incorrect results due to inaccurate information provided.

5. MISCELLANEOUS

- 5.1** The WQA Laboratory expressly disclaims any issuance of statements attesting to conformity with any standards or regulations.

- 5.2** In the absence of an alternative agreement to the contrary, the standard turnaround time for the processing of all sample analyses submitted to the WQA Laboratory shall be five (5) working days, with the exception of analyses pertaining to parameter C40 – Biological Oxygen Demand (BOD), for which the turnaround time shall extend to seven (7) working days.
- 5.3** Retention of samples by the WQA Laboratory is subject to termination upon the formal approval of test results by the WQA Laboratory, subsequent to which, the said samples shall be disposed of.
- 5.4** The WQA Laboratory undertakes to retain hard copies of test requisition forms for a period not exceeding one (1) year from the date of submission, with electronic versions of the same to be maintained thereafter. Test reports shall be preserved in electronic format for a duration of up to five (5) years.
- 5.5** Upon express request of the client, the WQA Laboratory shall provide information pertaining to the measurement uncertainty inherent in the test results.
- 5.6** Sample containers utilized in the testing process shall be retained by the WQA Laboratory for a period of thirty (30) days subsequent to the completion of testing, subject to the client's request for their return. Absent such a request, the WQA Laboratory reserves the right to dispose of said containers after the lapse of the thirty-day period.
- 5.7** The selection of test methods appropriate to the parameters as requested by the client shall be at the sole discretion of the WQA Laboratory, except in instances where the client specifies a particular method for a given parameter.

6. ENTIRE AGREEMENT

The parties acknowledge that these Terms of Service constitute the entire agreement between the Client and the WQA Laboratory regarding the subject matter.

7. RIGHT TO VARY

The WQA Laboratory reserves the right to update or modify these Terms of Service at any time without prior notice. Any such changes will be effective immediately upon posting on the WQA Laboratory's website or other means of communication, by authorized representatives of both parties.