

**CITY OF TOMBALL  
SERVICES AGREEMENT RENEWAL**

**THE STATE OF TEXAS** §

**COUNTY OF HARRIS** §

**Description of Services: Laboratory Testing**

This Renewal is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **North Water District Laboratory Services, Inc** (the “Company”), with an office at **130 South Trade Center Parkway, Conroe, TX 77385** City hereby engages the services of Company as an independent contract for Laboratory services, upon the following terms and conditions.

**1. SCOPE OF AGREEMENT RENEWAL**

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

**2. TERM OF AGREEMENT RENEWAL; TERMINATION**

- 2.1. This Agreement Renewal shall be effective upon proper execution by the City. It shall be effective from **February 14, 2025 through February 13, 2026**, with **Two (2) additional one-year renewal options remaining**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

**3. ENTIRE AGREEMENT RENEWAL**

This Agreement Renewal represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

**4. ASSIGNMENT**

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

## 5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed \$75,000.

## 6. IDEMNITY

### 6.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
  - i. injury or damage to any property or right
  - ii. injury, damage, or death to any person or entity
  - iii. attorneys' fees, witness fees, expert witness fees and expenses,
  - iv. any settlement amounts; and
  - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

### 6.2. Indemnity

**COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.**

**COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.**

**COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.**

**THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.**

**THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.**

**THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.**

7. INSURANCE

7.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation	(where required – Statutory by State Law)
Employer’s Liability	\$100,000 per occurrence

(b) Commercial (Public) Liability, including but not limited to:

- a. Premises/ Operations Combined Single Limit
- b. Independent Contractors
- c. Personal Injury
- d. Products/Completed Operations
- e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

(c) Comprehensive Automobile Liability, in include coverage for:

- a. Owned/Leased Automobiles
- b. Non-owned Automobiles
- c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

7.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

#### 8. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

#### 9. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

#### 10. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

#### 11. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

#### 12. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

13. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City's behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

AGREED to and ACCPETED this 13 day of January, 2025.

North Water District  
Laboratory Services, Inc.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Monica O Martin

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CEO

\_\_\_\_\_  
Title

AGREED to and ACCPETED this \_\_\_\_ day of \_\_\_\_\_, 2025.

City of Tomball

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David Esquivel, PE  
City Manager

**Attest:**

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Tracylynn Garcia  
City Secretary

## **EXHIBIT A – GENERAL CONDITIONS FOR TESTING SERVICES**

The following General Conditions apply to testing services performed pursuant to the Master Services Agreement (“MSA”). In the event of a conflict between these General Conditions and the MSA, the General Conditions shall be controlling except with respect to Section 1.2 of the MSA.

### **1. DEFINITIONS**

#### **1.1 CITY's Representative.**

Only the following CITY employees are authorized to act as CITY's Representative to CONTRACTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

All work performed by CONTRACTOR shall be authorized by the applicable CITY Representative provided, however, that someone designated by that Representative may authorize Contractor to act during emergencies.

#### **1.2 Holidays. The following days are defined as Holidays:**

New Year's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

#### **1.3 Materials. All raw or prepared materials and manufactured or fabricated products.**

#### **1.4 Specifications. The general and special provisions pertaining to the time, place, and method of performing the work and to the quantities and type of material to be furnished for the work.**

#### **1.5 Subcontractors. An individual, partnership or corporation, or a combination of any or all, jointly undertaking the execution of any part of the Contractor's obligations.**

#### **1.6 Work. Any and all actions, obligations, duties or responsibilities necessary for the successful completion of the tasks assigned to the Contractor by CITY's Representative.**

#### **1.7 Work Hours. Regular work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours worked outside of regular hours are defined as non-regular hours.**

#### **1.8 Purchase Order. A written directive by CITY to the Contractor for services pursuant to the Contract.**

#### **1.9 Project, Work or Job. The terms may be used interchangeably for specific work assigned to the Contractor by CITY.**

2. **SCOPE OF WORK.** The Work contemplated under this Contract to be performed by Contractor includes:

2.1 **Emergency Work** consisting of testing of wells, ground storage tanks, wastewater treatment plants and all sizes of water and wastewater mains, service lines and/or all related appurtenances.

2.2 **Non-emergency work Scheduled Work** consisting of testing of all wells, ground storage tanks, wastewater treatment plants and all installation and/or replacement of all sizes of CITY customer services, water lines, wastewater lines and/or hydrants, to the water distribution and wastewater collection system. All work is to be completed on a timely basis.

3. **PRICING and BILLING**

3.1 CITY shall compensate the CONTRACTOR for all authorized work completed to CITY's satisfaction, as evidenced by completed Purchase Orders, in accordance with the prices set forth in Exhibit B, which are attached to this Contract hereto and incorporated herein.

3.2 CONTRACTOR'S invoices shall identify separately each Job, Project performed, and shall conform to the reasonable billing requirements of CITY as stated in these General Conditions. The CONTRACTOR shall not invoice CITY for payment for any work until the work is completed and accepted as satisfactory by CITY's Representative. CITY will pay the CONTRACTOR for work satisfactorily completed within 30 days from the receipt of CONTRACTOR'S invoice.

4. **AVAILABILITY OF CONTRACTOR.** The Contractor must be available for all emergencies within 6 hours of being notified at the following phone number:

Phone: 936-321-6060

4.1 **Notification to CONTRACTOR.** Notification of an emergency project shall be by phone to the number set forth in this paragraph, to be followed up by a written Purchase Order within twenty-four hours, or at the beginning of the next regular workday. For non-emergency projects, a written Purchase Order shall be provided before the startup of a regular work hour's project.

4.2 **Contents of Notice.** When CITY gives the CONTRACTOR, or his designee, a Purchase Order, CITY will inform CONTRACTOR of said start date, the location and nature of the situation; whether additions or deletions to the standard crew are necessary and will provide specifications concerning the work to be performed.

5. **CONTRACTOR'S RESPONSIBILITIES**

5.1 **General.** CONTRACTOR is an independent contractor and neither it nor its employees or subcontractors shall be considered to be an employee of CITY. CONTRACTOR is solely responsible for its performance hereunder and shall implement appropriate safeguards to prevent injury to its employees or any third party or damage to any property. CONTRACTOR shall comply with all local, state, and federal



laws and regulations covering the performance of its services hereunder and shall take appropriate steps to prevent injuries or property damage. The CONTRACTOR warrants that he does and shall, at all times while performing services hereunder, carry the required Worker's Compensation insurance required by law. A copy of such insurance shall be provided to CITY upon request.

5.2 Supervision. The CONTRACTOR shall provide an experienced and qualified person who shall act as Supervisor for all work associated with this Contract as needed. Supervisor shall have full authority to represent and act for the Contractor in all matters pertaining to the work and shall be readily available at all times to properly coordinate all phases of the work. The Supervisor shall ensure CONTRACTOR, its employees and subcontractors comply with any security procedures or site-specific rules in effect at CITY facilities provided that such requirements are provided to CONTRACTOR in writing.

### 5.3 Labor, Material and Equipment

5.3.1 Labor. CONTRACTOR is solely responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly and safely perform the work assigned. Any person who, in the opinion of CITY, appears to be incompetent or who acts in a disorderly or intemperate manner shall, at the written request of CITY, be immediately removed from the job and shall be prohibited from doing any future work pursuant to this Contract, unless written approval by CITY is subsequently provided. All persons used by CONTRACTOR to provide services hereunder shall be considered employees of Contractor, and not CITY, and shall not be entitled to or otherwise qualify for any benefits provided by CITY to its employees.

5.3.2 Materials. The CONTRACTOR shall furnish all materials for work under this Contract. All materials supplied by the CONTRACTOR shall be in accordance with Standards and Codes listed in this Contract except where modified in writing by CITY.

5.3.3 Equipment. The CONTRACTOR shall be responsible for supplying all the equipment necessary to complete the work. All tools and equipment shall be in good functional order. The CONTRACTOR shall ensure that it has immediate availability to use all major equipment necessary to perform its obligations under this contract. Equipment shall only be operated by persons who are familiar with its use and are qualified to use it.

5.4 Subcontractors. The CONTRACTOR is prohibited from subcontracting any of the work to be performed under this Contract without first obtaining the written consent of CITY. The CONTRACTOR shall remain liable to CITY for the full and faithful performance of all work under the Contract and Work Order, regardless of the retention of a subcontractor.

5.5 Laws, Regulations, and Permits. The CONTRACTOR shall be cognizant of all local and county ordinances, and state and federal laws and regulations applicable to the work performed hereunder and shall, at all times comply with said ordinances, laws, and regulations. CONTRACTOR is solely responsible to obtain any permits required to perform its services hereunder, except for those that require CITY to

obtain them. The cost to obtain any such permits is incorporated into the price schedules attached hereto and shall not be billed as additional expenses to CITY.

5.6 Taxes: The CONTRACTOR is solely responsible for the payment of all sales and use taxes. There shall be no additional payments or increase in the Contract prices set forth herein based upon any such tax payment.

5.7 Insurance Requirements:

5.7.1 At all times during the provision of the Work, CONTRACTOR shall procure and maintain, and its expense, at least the following types and amounts of insurance coverage:

COVERAGE	LIMITS
Worker's Compensation	-As required by Texas Law
Employer's Liability	-\$500,000 each occurrence
Public Liability (Bodily Injury)	-\$1,000,000 combined single
Public Liability (Property Damage)	-\$1,000,000 combined single
Automobile Liability (Bodily Injury)	-\$200,000 each person
Automobile Liability (Property Damage)	-\$50,000 each occurrence

5.8 Responsibility to Third Party Property Owners. Occasions may arise where it will be necessary to enter upon private property in order to facilitate testing. Should this be necessary, the CONTRACTOR must exercise care and minimize any damage to the property and shall only work within existing utility easements while performing services hereunder. Where appropriate, including when work will be performed outside any existing easement, CONTRACTOR shall obtain the owner's written approval prior to entering the property.

## 6. CITY'S RESPONSIBILITIES; LIMITATIONS

6.1 Inspection. The work involved in this Contract shall be subject to the inspection by CITY. However, CITY shall have no duty or obligation to inspect the work, and CITY's inspection shall in no way invalidate the CONTRACTOR'S obligations and warranties to perform all work in accordance with the terms of this Contract and any Purchase Order and perform all work in workmanlike manner in accordance with accepted engineering practices. CITY's decision not to inspect shall not limit its right of recovery against CONTRACTOR.

6.2 Permits and Utility Locates. Unless otherwise provided in this Contract the Contract Documents, CITY shall obtain and pay for all necessary permits which by law or regulation must be obtained by CITY in its capacity as a regulated utility corporation.

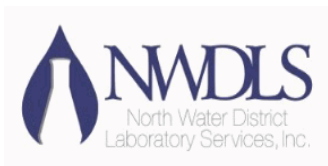
7. NON-EXCLUSIVE CONTRACT. This Contract does not require the CONTRACTOR to work exclusively for CITY. Likewise, this Contract does not require CITY to use the CONTRACTOR on any given job or for any minimum number of jobs and does not limit or prohibit CITY from utilizing another CONTRACTOR at any time or location.

8. **TERMINATION OF WORK.** CITY reserves the right to, at any time and for any reason and without prior notice, terminate any Work or Project assigned to CONTRACTOR hereunder. Upon such cancellation, CITY shall make a pro rata payment to CONTRACTOR for the specific Project, within the period required for payments hereunder, for work performed consistently with the Contract Documents up to the date of cancellation.

9. **REMEDIES FOR BREACH.** In addition to all other remedies or damages provided by equity or at law, the prevailing party shall be entitled to recover costs, including reasonable Attorney's fees.

10. **TERMINATION/EXTENSION.** Either party may provide the other with sixty (60) days written notice of cancellation of this MSA and any Projects. (This provision shall not be construed to in any way limit CITY's right to terminate any Work pursuant to the terms of Section 8 immediately above this Section.) CITY may exercise a one (1) year contract extension option by providing CONTRACTOR with sixty (60) days advanced written notice of the intent to extend the contract for the additional year.

11. **CONFIDENTIALITY.** All information provided by CITY to CONTRACTOR shall be considered confidential proprietary information that may not be disclosed or subsequently used by CONTRACTOR without CITY's prior written authorization. All information provided by CONTRACTOR to CITY shall be considered confidential proprietary information that may not be disclosed or subsequently used by CITY without CONTRACTOR'S prior written authorization.



# Exhibit B

130 S. Trade Center Pkwy, Conroe, TX 77385  
 Tel: (936) 321-6060  
 Email: lab@nwdls.com  
 www. NWDLS.com

TCEQ TX-C24-00185

## Analytical Services Quotation

Printed: 12/18/2024

For: **City of Tomball**  
**501 James Street**  
**Tomball, TX 77375**

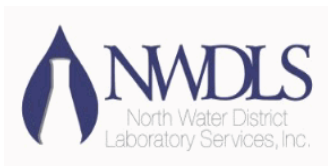
**Bid ID: 20241218133229AEN**

Effective: 01/01/2025  
 Expires: 12/31/2025  
 Status: Pending

Project: City of Tomball North & South Plants -Annl WW 25  
 Manager: James Linney

### Pricing Summary

Analysis	Method	Qty	TAT (days)	Surcharge if any (%)	Discount Price	Extended Price
<b>Aqueous</b>						
<i>Field</i>						
DO Field	Hach 10360	208	10		\$10.00	\$2,080.00
pH Field	SM 4500-H+ B	208	10		\$10.00	\$2,080.00
Weekday Collection	Fee	208	10		\$25.00	\$5,200.00
<i>General Chemistry</i>						
CBOD-5210	SM 5210 B	208	10		\$26.00	\$5,408.00
MLSS-2540	SM 2540 D	104	10		\$25.00	\$2,600.00
NH3-N SEAL-350.1	EPA 350.1	208	10		\$25.00	\$5,200.00
RBOD-5210	SM 5210 B	208	10		\$26.00	\$5,408.00
RNH3-N SEAL-350.1	EPA 350.1	52	10		\$25.00	\$1,300.00
RTSS-2540	SM 2540 D	52	10		\$25.00	\$1,300.00
TSS-2540	SM 2540 D	208	10		\$25.00	\$5,200.00
<i>Metals, Total</i>						
Copper ICPMS 200.8	EPA 200.8	48	10		\$25.00	\$1,200.00
<i>Microbiology</i>						
TC EC-9223	SM 9223 B (Colilert Quanti-Tray)	104	10		\$55.00	\$5,720.00
<i>Misc</i>						
NELAP Admin Fee	Fee	24	10		\$20.00	\$480.00
<b>Solid</b>						
<i>[Group Analysis]</i>						
Sludge Analysis	varies	2	10		\$427.50	\$855.00
TCLP-1311	varies	2	10		\$1,060.00	\$2,120.00



TCEQ TX-C24-00185

## Analytical Services Quotation

(Continued)

Printed: 12/18/2024

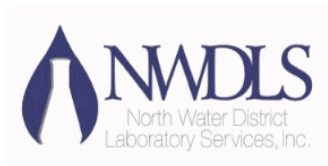
For: **City of Tomball**  
 Project: City of Tomball North & South Plants -Annl WW 25  
 Manager: James Linney

**Bid ID: 20241218133229AEN**

### Pricing Summary

Analysis	Method	Qty	TAT (days)	Surcharge if any (%)	Discount Price	Extended Price
<b>Solid (Continued)</b>						
<i><b>General Chemistry</b></i>						
Paint Filter-9095	SW-9065	2	10		\$20.00	\$40.00
SOUR TS-2540 G	SM 2540 G	2	10		\$0.00	\$0.00
TS-2540 G	SM 2540 G	48	10		\$25.00	\$1,200.00
<i><b>Microbiology</b></i>						
FC/CB-QT-LR	Colilert-18	14	10		\$55.00	\$770.00
SOUR-2710	SM 2710 B	2	10		\$100.00	\$200.00
<i><b>Organics by GC</b></i>						
PCB-8082	SW-8082	2	10		\$200.00	\$400.00
<i><b>TCLP</b></i>						
TCLP ZHE	EPA 1311	2	10		\$0.00	\$0.00
VOA-TCLP	SW-8260	2	10		\$125.00	\$250.00
<b>Bid Total:</b>					<b>\$49,011.00</b>	

Aundra Noe  
 Project Manager



# Analytical Services Quotation

(Continued)

Printed: 12/18/2024

For: **City of Tomball**  
Project: City of Tomball North & South Plants -Annl WW 25  
Manager: James Linney

**Bid ID: 20241218133229AEN**

### Price and Terms of Payment

Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the transmittal of the offer to the customer. Applicable taxes are those in force at the date of invoicing. Unless specifically agreed otherwise by NWDLS in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of One Hundred Dollars (\$100) and may carry interest at the rate of three percent (3%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

NWDLS has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from NWDLS. The customer undertakes to provide bank account details, as necessary.

NWDLS is entitled to require payment of up to one hundred percent (100%) of the quoted order price as a condition of acceptance.

### Delivery Dates/Turnaround Times

Delivery dates and turnaround times are estimates and do not constitute a commitment by NWDLS. Nevertheless, NWDLS shall make commercially reasonable efforts to meet its estimated deadlines.

Results are generally sent by email, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date

Receipt of samples by NWDLS constitutes acceptance of the above terms and conditions, not withstanding any provisions to the contrary in clients purchase order, unless an alternative agreement has been signed by us.