

TERMS AND CONDITIONS

- Costs excludes applicable taxes. Costs do not include collection or transportation of samples to the laboratory.
- Testing must be scheduled in advance of sample collection. Required lead times will vary.
- Samples may be redirected (at the time of sample collection or on arrival) to one of Nautilus' alternate CALA accredited ecotoxicity testing locations depending on resource availability and respecting sample storage times.
- There will be a 50% surcharge for tests that are initiated on weekends and holidays upon client request
- Sample containers can be provided upon request.
- Shipping of sampling supplies to the site are not included for remote locations.
- Replacement for lost or misplaced sampling containers and supplies will be charged back at cost (+ courier/shipping charges); minimum \$100 replacement fee will apply.
- Cleaning or replacement fees may apply for returned containers that are permanently marked or damaged.
- A waste disposal and sample handling fee will apply to samples that are submitted but not tested.
- In the event a routine toxicity test does not meet the "test validity criteria" (as stipulated in the appropriate method reference), Nautilus' liability is limited to repeating the analysis at no additional cost if the test can be initiated within the allowable sample hold time, or, if the test cannot be initiated within the allowable sample storage time, repeating the test on a fresh sample. Nautilus shall not be responsible for the cost of preparing, collecting, packaging or shipping the fresh sample.
- Limitation of Liability: The client releases Nautilus Environmental Company Inc. (Nautilus) from any liability and agrees to defend, indemnify and hold Nautilus harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to lawyer's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the services, excepting liability arising from the sole negligence of Nautilus. It is further agreed that the total amount of all claims the client may have against Nautilus under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of service and professional fees paid to Nautilus for the services. No claim may be brought against Nautilus more than one (1) year after the cause of action arose. As the client's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against Nautilus and not against any of Nautilus's employees, officers or directors.
- Submission of samples assumes acceptance of these Terms and Conditions.
- Payment can be made by cheque or direct deposit. Email: accounting@nautilusenvironmental.ca
- Payment term: Net Due in 30 days.