

Policies and Engagement Contract

Sample submission

Samples should be sent along with a submission form having the required information. Submission forms can be downloaded from our web site, picked up at our laboratory, or mailed to the client. If a project name is not included on the sample submission form, a project name will not be included on the laboratory report. The chain of custody needs to be filled out completely to guarantee sample integrity. A sender's phone, fax or e-mail address is required. Samples received after 2:00 p.m. EDT are considered as a part of our next day's business and the turn time will be marked accordingly. Same day samples must be turned in no later than 11:00 a.m. EDT.

Samples should be submitted to:

Attn: Sample Receiving
Quantus Analytical, LLC
4623 Wesley Ave., Suite F
Cincinnati, OH 45212

Sampling

Sampling plays a crucial role in the mold analysis process and assessment. We strongly encourage our clients to use the best sampling procedures to ensure the highest quality analysis. We provide sampling guidelines upon request to help clients in this matter. If you need assistance contact us at Javier_Ortega@Concentra.com.

Air Sampling Material and Equipment Availability

Spore trap samplers and sampling pumps for airborne microbiologic particles as well as microscopy slides for bulk and surface samples are available from Quantus Analytical Laboratories. Various pumps with all the necessary sampling accessories are available for rental at \$40/day, \$150/week, and \$400/month. The customer is responsible for the shipment of the pumps to the sampling destination and back to the laboratory. A deposit is required, but is returned when the use of sampling equipment is completed and pumps are returned to Quantus. Call us for more details.

Analytical Procedures

We follow the spore trap sampling methods that have been demonstrated as the best performance, such as the Allergenco-D® impactor from Environmental Monitoring Systems. Identification and enumeration of spores are carried out according to established protocols. We continuously evaluate our analytical procedures through our Quality Management System, as well as with constant communication with manufacturers and aerosol scientists, and attending training courses and professional meetings.

Bioaerosol analyses are quantitative. Condition of the sample will dictate whether the trace will be totally or partially counted. Counts are given by the whole trace surface (or sampled volume) as well as spores/m³. Air samples overloaded with debris (debris ranking 4-5) will be qualitatively assessed as a courtesy to our customers. However, these samples should not be considered as a quantitative analysis as spore counts will likely be undercounted. Furthermore, these samples do not meet our criteria under our Quality Management System and will be not be included in our quality control program.

Bulk and tape analyses are qualitative. We provide a rough estimate of spores present on the sample, but it is not intended to be quantitative. *Aspergillus* or *Penicillium* can be identified on a tape sample to the genus level from the *Aspergillus/Penicillium* group depending on sample condition.

Bioaerosol blanks will be run by Quantus as a part of our quality control/quality assurance program unless specific circumstances require the client to cover its cost. Please contact us for more details.

Turn Around Time

Quantus realizes how important timely results are to our clients. We guarantee the turn around times indicated below. Results are faxed or e-mailed by **6 p.m. EDT** on the indicated working day following the day of sample receipt. Pricing varies according to turn around time.

TURN	SPORE TRAP SURFACE	
Standard Turn (5 business days):	\$32	\$30
2-Day Turn (48-hrs)	\$50	\$45
1-Day Turn (24-hrs)	\$75	\$70
Same Day	\$95	\$90

Discounts may be available for volume business.

Reporting

Results are faxed or e-mailed at no additional charge. As a part of Quantus' effort to reduce paper waste and become a more environmentally conscious company, hard copy reports must be requested, and a nominal service fee will be applied. Hard copy reports will be mailed within 72 hours of the time the results are faxed or e-mailed. The fee for mailing a hard copy report is **\$3.50**.

Terms:

By submitting samples to Quantus Analytical, LLC ("Quantus") for testing, you are agreeing to the following terms and conditions:

1. Quantus will analyze the samples for evidence of mold and mold spores using industry-standard laboratory techniques and you will pay Quantus for such testing services in accordance with the rates and terms published by Quantus in this document.
2. You understand that the analyses performed by Quantus are intended only as a first pass screen of certain aspects of the environment within the building being evaluated based solely on the samples provided by you and are not exhaustive and cannot alert Quantus to all possible contaminants or areas in the building.
3. Quantus relies on information provided by you relating to the characteristics of the area that is sampled, the weather conditions, visual description of the suspected material, area of visible contamination and other such information and Quantus assumes no responsibility for the accuracy, completeness, or timeliness of such information.
4. The information and summaries stated in the report issued by Quantus are intended FOR INFORMATIONAL PURPOSES ONLY as a good faith opinion, and should not be substituted for the advice, recommendations, or conclusions that would typically be provided by a certified industrial hygienist, registered professional

engineer, or other qualified indoor air quality service professional as part of a more detailed examination of the building's condition.

5. The information and conclusions of the reports issued by Quantus should not be relied on as the final factual basis on which to implement remediation and treatment of potential mold problems
6. The tests and reports are for your exclusive use {and for the exclusive use of your client}. No other person or entity may rely upon or utilize the reports supplied in accordance with the terms and conditions of this contract. Any utilization or reliance by any other person, group or entity shall not create any relationship, responsibility, or liability between Quantus and such individual, group or entity.
7. The tests conducted and reports issued under this contract do not and are not intended to include any of the following: (a.) An opinion of the building's overall indoor air quality health as it may relate to the property's marketability or insurability, or to the advisability or inadvisability of its purchase; (b.) A judgment of compliance or noncompliance with any government or non-government code, regulation, covenant, or use restriction; (c.) An opinion of the health risks or lack thereof associated with the building; or (d.) A determination of the presence or absence of any contaminants, toxins, carcinogens, or harmful substances other than mold.
8. All samples received by Quantus may be disposed of 30 days after submission of a Quantus Analytical report to the Client unless otherwise mutually agreed.
9. Quantus makes no guarantees or warranties, express or implied, as to the merchantability or fitness of the building for its intended use. QUANTUS DISCLAIMS ALL IMPLIED WARRANTIES, AND MAKES NO EXPRESS WARRANTIES OF ANY KIND, IN CONJUNCTION WITH THE TESTED AREAS AND REPORT. SPECIFICALLY THERE ARE NO EXPRESS WARRANTIES MADE REGARDING THE COMPLETENESS OR ACCURACY OF THE TEST RESULTS OR THE CLEANLINESS OR HEALTH EFFECTS OF THE AIR IN THE TEST AREAS. IN NO EVENT SHALL QUANTUS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OF THE INFORMATION, CONCLUSIONS OR RECOMMENDATIONS CONTAINED IN THE REPORT.
10. The client shall hold harmless Quantus Analytical from and against any and all claims, causes of action, demands, losses, expenses, liabilities, damages, settlements or judgments of any nature, including without limitation those related to the defense or investigation thereof and all attorney's fees incurred, which are attributable to the negligence or wrongful conduct of Client or its employees or agents, which arise from or are related to any matter or circumstances as to which Quantus does not expressly assume responsibility or disclaims responsibility, which exceed the maximum amount for which Quantus is liable as set forth herein, or which are attributable to the acts, errors or omissions of others and arise from or are related to this agreement to be performed hereunder.
11. In consideration for credit being extended, I or we acknowledge and agree to the following: (1) **Payment is jointly, severally and unconditionally guaranteed within 30 days of delivery;** (2) **any charges unpaid after the above 30 days are to be increased by 1.5% per month;** (3) any charges still outstanding after 90 days from date of delivery are subject to collection, and all collection or arbitration expenses, attorney's fees, and court cost will be borne by the purchaser; (4) title to all work shall remain with the creditor until all invoices and additional charges have been paid in full; (5) all claims, request for adjustments, or notifications of errors

must be made within 30 days, or charges are considered accepted; (6) this agreement shall apply to all current and future charges; (7) credit privileges may be withdrawn at any time without invalidating the terms of this agreement.

- 12. Should Quantus be retained on your behalf for litigation support (including depositions and testimony), Quantus will charge litigation support fees at twice our regular consultation fees. Litigation support fees may be provided upon request.
- 13. This document constitutes the entire agreement between Quantus and you. Any amendments to or modification of the provisions of this agreement shall be in writing signed by both you and Quantus. Each clause or section contained in this contract is separable and independent, and in the event any clause or section is held invalid or unenforceable it shall not affect the validity or enforceability of any other clause or section contained in this agreement. The parties expressly agree that the laws of the State of Ohio shall govern the interpretation, construction and enforcement of this contract, without regard to choice of law provisions.

I agree to the policies and terms set forth within this document. I am signing this document on behalf of the company listed below.

Signature _____ Date _____

Print Name _____

Company Name _____