

Flett Research Ltd. Terms of Engagement

1. Flett Research Ltd (FRL) will perform services as described in a written quotation or as listed in our web pages. Clients are encouraged to discuss their needs with FRL staff before placing an order with our lab. This will ensure that clients receive the service expected. In placing an order or sending samples to FRL, the client is acknowledging acceptance of the Terms of Engagement described in this document. In the case where the client is using a detailed purchase order (PO) that includes contractual terms, signature of the PO by FRL acknowledges acceptance of the terms of the PO.
2. FRL will perform the service in a professional and workman-like manner. Expected completion dates may be given during order negotiation but, due to technical issues and varying workloads, it is not possible to guarantee these dates.
3. FRL will endeavor to use the best procedure reasonably available to the company to obtain scientifically defensible results but it cannot guarantee that a result or its interpretation is correct. FRL can only state that the result is our best estimate, based upon standard procedures which include measures such as blanks, spikes, calibration curves, certified reference materials, and previous experience.
4. FRL assumes no liability for direct, indirect or consequential damages arising from the use of FRL's services, reports or FRL interpretations of data. If data and/or their interpretation are likely to be particularly important for any purpose, then it is suggested that the client make this known to FRL before sample submission. It is likely that additional sampling and analyses are warranted in these cases.
5. Clients must notify FRL, prior to sending samples to our lab, if they suspect that samples: may be potential health and safety hazards, or may contain above background radioactivity or may contain elevated concentrations of mercury. We reserve the right to refuse samples of these types.
6. FRL assumes no liability for samples which may be consumed, lost, modified or destroyed during analysis or storage in the lab.
7. Clients who decide to suspend work in progress at FRL will be liable for costs of work completed as well as any reasonable costs incurred up to suspension of work.
8. FRL may terminate its services if it discovers that it cannot provide services of reasonable quality when using FRL's normal procedures, or when using procedures as agreed upon initially with the client. Costs of returning samples will be borne by the client.
9. FRL will retain client data for a minimum of 7 years after issuing a final report. No liability is assumed for FRL's loss of data after delivery of the final report.
10. Client data and other information about the client will be treated as confidential and will not be released to others without client permission, unless required by law.

It is a requirement by many of our larger clients that professional liability insurance be carried by FRL. It is a requirement of our professional liability insurer that contractual obligations or terms of engagement must be in place for all client work. If a contract or PO with contractual conditions will not be issued by the client, the client must agree to the FRL Terms of Engagement. Please sign below to indicate that you have read and accept the Terms of Engagement. The signed document should be emailed back to flett@flettresearch.ca as a pdf attachment, or faxed to 204 667 2505 , or mailed via the post office to: Flett Research Ltd., 440 DeSalaberry Ave., Winnipeg, Manitoba, Canada R2L 0Y7 .

Client Signature: _____ Name: _____

Organization: _____ Date: _____