B&B Laboratories, Inc.
A TDI-Brooks Affiliate

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SERVICE AGREEMENT

B&B Laboratories, an affiliate of TDI-Brooks International, Inc is a high-quality, ISO 9001 and 17025 accredited analytical chemistry laboratory that specializes in various trace-level organic analyses predominantly for environmental or surface geochemical exploration (SGE) applications. As such, B&B Laboratories has adopted this Service Agreement per requirements of the Client, governments (state, federal, and international), business, and the ISO 9001 and 17025 standards. The term "both parties" refers to the respected Client and B&B Laboratories. A signed and accepted quote or sample shipment indicates acceptance of all the terms and conditions of this Service Agreement.

Order Submission

Clients may place an order for sample analysis at B&B Laboratories by the following:

- Submitting a completed Request for Quote Form (see link below) to labinfo@tdi-bi.com https://www.tdi-bi.com/wp-content/uploads/2021/06/165-Request-for-Quote-Form-Rev1.pdf
- Email: labinfo@tdi-bi.com
- Telephone: 979-693-3446
- Submitting a purchase order (PO)
- Negotiated and approved contract

B&B Laboratories' staff will provide a quote containing the requested analytical work, estimated turnaround time (TAT), analyte list, and estimated pricing to the Client as soon as possible once the order has been received. Quotes are valid for the duration of time specified in the quote. B&B Laboratories reserves the right to issue a new quote if significant changes in the statement of work (SOW) are made. Orders shall not be valid unless they contain sufficient specifications to enable B&B Laboratories to carry out the Client's requirements and are accepted and approved by both parties. The Client may accept the quote and Service Agreement terms by physically or electronically signing and submitting it to labinfo@tdi-bi.com. The quoted prices include sample receiving, sample processing and preparation, % moisture, % lipids (tissues only), and all associated internal QC samples such as method blank, blank spike, laboratory duplicate, matrix spike and matrix spike duplicates. Standard Reference Materials (SRMs) may be included if requested and available. Client submitted QC samples such as field duplicates and field blanks would be considered billable samples. B&B Laboratories reserves the right to modify pricing and/or remove any discounts applied to quoted prices if the scope of work or sample quantity is/are altered by the Client for any reason.

Turnaround times are estimated based on current or projected laboratory workflows, capacity, and resources and cannot be guaranteed. B&B Laboratories will provide notification to the Client if any significant delays in data delivery are anticipated. Under no circumstances shall B&B Laboratories have any responsibility or liability to the Client for any failure or delay in performance or project status by B&B Laboratories or a subcontractor which results, directly or indirectly, in whole or in part, from any cause or circumstances that shall include, but not be limited to: acts of God, acts of Client, acts or orders from any government authority strikes or any other labor disputes or shortages, natural disasters, accidents, wars, civil disturbances,

pandemics, difficulties or delays in transportation, supply chains, mail or delivery services, or any other cause beyond B&B Laboratories' reasonable control.

B&B Laboratories reserves the right to reject or halt a project or samples if:

- The scope of work and terms have not been agreed upon and accepted by both parties prior to sample receipt.
- Sample(s) does not meet the sample acceptance criteria and the Client does not provide consent to begin work.
- If the sample is deemed to be unsuitable for testing.
- The requested analysis is not performed in-house and must be subcontracted to another laboratory.
- They pose a potential health or safety risk to B&B Laboratories' personnel or equipment and/or become unsuitable for handling, transport, or processing for any reason.

Sample Acceptance

B&B Laboratories has adopted a series of sample acceptance criteria as outlined below to ensure that analytical data results generated from client samples are reported to the highest quality and are scientifically and legally defensible. B&B Laboratories will immediately notify the Client if the samples exceed the sample acceptance criteria and reserves the right not to accept or begin work on any samples received that exceed these criteria without written consent from the Client; data that are affected by parameters that do not comply with B&B Laboratories' sample acceptance criteria will be properly qualified on the final data report. Refer to **Table 1** for the parameters for sample collection, temperature, and shipping criteria.

Prior to sample receipt and acceptance, the entire risk of loss or damage to samples remains with the Client. In no event will B&B Laboratories have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from B&B Laboratories premises. If applicable, TDI-Brooks International/B&B Laboratories possesses a permit from the US Department of Agriculture (USDA) and Animal and Plant Health Inspection Service (APHIS) to receive foreign soils.

Before being accepted into B&B Laboratories' custody, sample labels and Chain of Custody (COC) documentation must meet the following requirements:

<u>Communication Requirements:</u>

- The client must notify the lab by email or phone, prior to sending samples with the carrier/tracking number information.
- Services and terms must be agreed upon by the Client and B&B Laboratories' via a negotiated contract, purchase order, and/or quote that has been signed by the client and submitted to B&B Laboratories prior to sample shipment.
- The Client must disclose in the sample documentation any known or suspected presence of hazardous substances or conditions associated with a sample as defined by applicable federal or

state law. SDS sheets for any hazardous materials should be included with associated samples if applicable.

- The Client must notify B&B Laboratories if any samples to be submitted are terrestrial soils collected outside of the continental United States (excluding Hawaii, Puerto Rico, Guam, and the U.S. Virgin Islands) and comply with the requirements set forth by the US Department of Agriculture, Animal and Plant Health Inspection Service (APHIS). Refer to the Code of Federal Regulations 7(CFR) 330.300 which lists the federal authority for these conditions and safeguards.

COC & Documentation Requirements:

- COC/documentation must contain the point of contact information to confirm receipt of samples and resolve any outstanding issues with the sample shipment.

- COC/documentation must refer to a client project, client purchase order, and/or B&B Laboratories' issued quote along with any special invoicing instructions.

- Information on each sample label must be written legibly in indelible ink on durable (water-resistant) labels and must match the COC and any other associated documentation.

- COC/documentation must indicate for each sample:

    - Collection date and time
    - Collector's name
    - Preservation type
    - Matrix type
    - Analysis requested
    - Any pertinent instructions or details

Physical & Chemical Requirements:

- Sample containers must be:

    - Received in good condition with no noticeable sample contamination (i.e. leaking sample containers).

    - Appropriate for the requested analysis (i.e. Glass, plastic, VOA vial).

    - Tissue samples submitted for semi-volatile organic analyses may be placed in glass jars or be wrapped in pre-cleaned aluminum foil and placed inside Ziploc bags (legibly labeled in indelible ink on the bag or a durable, water-resistant label written with a pencil can be inserted in the bag).

    - Samples that will be analyzed for PFAS must be collected in pre-cleaned polypropylene (PP) or high-density polyethylene (HDPE) containers according to B&B Laboratories Procedure L-048; containers must not be glass or have a Teflon (PTFE) lid as these may contaminate the sample.

- Samples must:
    - Have adequate sample amount or volume to perform requested tests.
    - Be properly preserved to meet chemical and temperature requirements.
    - Be received within allowable time to analyze and meet specified EPA or recommended holding times (see Table 1); client notification is required to commence work on samples that exceed EPA or recommended holding times. B&B Laboratories reserves the right not to accept or begin work on any samples received that exceed these criteria without written consent from the Client.

Sample Fate and Storage

The sample and subsamples thereof always remain the property of the Client; as such, the final fate of any samples is the responsibility of the Client and may be returned, stored, or properly disposed of after project completion at the Client's expense. B&B Laboratories will retain the Client's samples for **90 calendar days** after the analytical report has been issued at no additional cost unless alternate arrangements have been made in advance. After which, B&B Laboratories reserves the right to store, return or dispose of any remaining samples and extracts to the Client at the Client's expense.

Client samples are stored at the Client's exclusive risk of loss, damage, or delay in delivery including and not limited to loss through any action or failure to act beyond the reasonable control of B&B Laboratories including:

- ordinary wear and tear in shipping and handling
- natural deterioration of sample container material over time
- theft
- water damage
- fire/smoke
- Acts of God

B&B Laboratories reserves the right to impose additional storage fees for samples that require long-term storage prior to sample processing and analysis. Additional sample storage 30 calendar days after delivery of the data to the Client is by request only and is generally billed monthly at a rate depending on the availability of storage space and requirements. Samples that are known or suspected to be hazardous as defined by state or federal regulatory agencies are subject to additional fees for proper documentation, storage, and disposal.

Data Deliverable(s)

Final data reports will be submitted to the recipient of the quote unless specified otherwise by the Client.

Preliminary data may be provided to the Client prior to the issue of the final data report at the discretion of B&B Laboratories and will be denoted as such. Preliminary data should be considered TENTATIVE ONLY and are subject to confirmation or change based on B&B Laboratories' standard quality assurance review procedures. B&B Laboratories reserves the right to invoice the Client for preliminary data deliverables and is not responsible for any liabilities that arise from the usage or distribution of preliminary data results.

Payment and Fees

Payment for services rendered is due within 30 days from the issuance date of the invoice unless previously negotiated and approved by both parties. Any deviations from standard payment terms must be submitted in writing and agreed upon by both parties prior to acceptance. Prices provided in quotations do not include state, federal, or international taxes that may apply.

ADDITIONAL TERMS AND DISCLAIMERS

Confidentiality

B&B Laboratories will not use data for any purpose other than as required by the Client for the purpose of performing work under contract without the prior written permission of the Client. The obligations of B&B Laboratories will not, however, extend to information that is or becomes part of the public domain by publication or otherwise through no fault of B&B Laboratories. B&B Laboratories shall not, without the prior written approval of the Client as appropriate, use confidential information for purposes other than the performance of the work under the applicable order.

The Client shall indemnify and deem B&B Laboratories not liable in any claims, suits, judgments, damages, losses, liabilities, expenses, payments, taxes, duties, fines, and/or any other costs (including but not limited to a liability to a third party) arising out of:

- Presence of hazardous substances in Client’s samples regardless of Client’s compliance with disclosure of potential hazard(s).
- Accidents occurring during the transport of the Client’s samples.
- Events or delays caused by the Client or otherwise beyond B&B Laboratories’ control.
- Negligence by the Client in the use, evaluation, or application of results provided by B&B Laboratories.

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Table 1 -- B&B Laboratories Recommending Sampling and Analytical Methodologies

Item Number	Analysis	Ref. Analytical Method	Sample Matrix	Sample Container	Minimum Sample Quantity	Recommended Holding Time to Extraction	Chemical Preservation	Shipping Temperature Conditions
1006	Polycyclic Aromatic Hydrocarbons (PAHs)	EPA 8270 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1078	Organochlorine Pesticides and Polychlorinated biphenyls (PCBs)	EPA 8270 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1016	Aliphatic and Total Petroleum Hydrocarbons (*n*-C9 to *n*-C40)	EPA 8015 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1068	Butyltins (BTs)	EPA 8270 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1046	Polybrominated biphenyls (PBBs)	EPA 8270 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1042	Polybrominated diphenylethers (PBDEs)	EPA 8270 (Modified)	Sediment/Soil	8 oz. glass jar (Allow headspace if sample to be frozen)	100 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
1104	Perfluorinated Compounds (PFAS)	ISO 21675 (Modified)	Sediment/Soil	PP/HDPE jar or bottle	10 grams (wet) 5 grams (dry)	Frozen: Indefinite	None	Refrigerated: <4°C (ice)
1005	Total Organic Carbon (TOC)	EPA Lloyd Kahn	Sediment/Soil	4 oz. glass jar (Allow headspace if sample to be frozen)	50 grams (wet)	Frozen: Indefinite Refrigerated: 14 days from collection date	None	Frozen: <0°C (dry ice if possible)
NA	Grain Size	ASTM D422	Sediment/Soil	Glass jar, Whirlpac, or Ziploc bag	50 grams (wet)	Refrigerated: Indefinite (Do Not Freeze!)	None	Refrigerated: <4°C (ice) (Do Not Freeze!)
NA	C. perfringins*	ASTM D5916-96	Sediment/Soil	4 oz. glass jar (Allow headspace if sample to be frozen)	50 grams (wet)	24 hours from collection date	None	Frozen: <0°C (dry ice if possible)
NA	E. coli*	EPA 1681	Sediment/Soil	4 oz. glass jar (Allow headspace if sample to be frozen)	50 grams (wet)	24 hours from collection date	None	Frozen: <0°C (dry ice if possible)
NA	Volatile Organic Compounds (VOCs)*	EPA 8260	Sediment/Soil	glass VOA vials with septa (Recommended in Duplicate)	5-15 grams (wet)	14 days from collection date	None	Frozen: <0°C (dry ice if possible)
NA	Trace Metals*	EPA 3050 EPA 200.7	Sediment/Soil	4 oz. glass jar (Allow headspace if sample to be frozen)	50 grams (wet)	Frozen: Indefinite Refrigerated: 28 days from collection date	None	Frozen: <0°C (dry ice if possible)
NA	Mercury*	EPA 7471	Sediment/Soil	4 oz. glass jar (Allow headspace if sample to be frozen)	50 grams (wet)	Frozen: Indefinite Refrigerated: 28 days from collection date	None	Frozen: <0°C (dry ice if possible)
1006	Polycyclic Aromatic Hydrocarbons (PAHs)	EPA 8270 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1078	Organochlorine Pesticides and Polychlorinated biphenyls (PCBs)	EPA 8270 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1016	Aliphatic and Total Petroleum Hydrocarbons (*n*-C9 to *n*-C40)	EPA 8015 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1068	Butyltins (BTs)	EPA 8270 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1042	Polybrominated biphenyls (PBBs)	EPA 8270 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1046	Polybrominated diphenylethers (PBDEs)	EPA 8270 (Modified)	Tissues	Glass, or wrapped in aluminum foil placed in Ziploc bag	Fish: 10 grams (wet) Bivalves: 30 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1104	Perfluorinated Compounds (PFAS)	ISO 21675 (Modified)	Tissues	PP/HDPE jar or bottle	5 grams (wet)	Frozen: Indefinite	None	Refrigerated: <4°C (ice)
NA	Trace Metals*	EPA 3050 EPA 200.7	Tissues	Glass, Ziploc bag	5 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
NA	Mercury*	EPA 7471	Tissues	Glass, Ziploc bag	5 grams (wet)	Frozen: Indefinite	None	Frozen: <0°C (dry ice if possible)
1006	Polycyclic Aromatic Hydrocarbons (PAHs)	EPA 8270 (Modified)	Water	Amber glass bottle	1 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1078	Organochlorine Pesticides and Polychlorinated biphenyls (PCBs)	EPA 8270 (Modified)	Water	Amber glass bottle	2 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1016	Aliphatic and Total Petroleum Hydrocarbons (*n*-C9 to *n*-C40)	EPA 8015 (Modified)	Water	Amber glass bottle	3 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1068	Butyltins (BTs)	EPA 8270 (Modified)	Water	Amber glass bottle	4 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1042	Polybrominated biphenyls (PBBs)	EPA 8270 (Modified)	Water	Amber glass bottle	5 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1046	Polybrominated diphenylethers (PBDEs)	EPA 8270 (Modified)	Water	Amber glass bottle	6 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	None, dichloromethane (DCM, 1 mL per 1 L Sample, pesticide grade or better)	Refrigerated: <4°C (ice)
1104	Perfluorinated Compounds (PFAS)	ISO 21675 (Modified)	Water	PP/HDPE jar or bottle	500 mL	Frozen: Indefinite	None	Refrigerated: <4°C (ice)
1106	Caffeine and Sucralose	Proprietary	Water	Amber glass bottle	500 mL	14 days from receipt	None	Refrigerated: <4°C (ice)
1096	Total Organic Carbon (TOC)	EPA 9060 (Modified)	Water	Amber glass bottle	1 Liter	Unpreserved: 7 days from collection date Preserved: 28 days from collection date	Hydrochloric acid (HCl) or sulfuric acid (H2SO4)	Refrigerated: <4°C (ice)
NA	Volatile Organic Compounds (VOCs)*	EPA 8260	Water	glass VOA vials with septa (Recommended in Duplicate)	40 mL	Preserved: 14 days from collection date	Hydrochloric acid (HCl)	Refrigerated: <4°C (ice)
NA	Nutrients*	EPA 353 EPA 365	Water	HDPE jar or bottle	40 mL	NA	None	Frozen: <0°C (dry ice if possible)

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Item Number	Analysis	Ref. Analytical Method	Sample Matrix	Sample Container	Minimum Sample Quantity	Recommended Holding Time to Extraction	Chemical Preservation	Shipping Temperature Conditions
NA	Trace Metals*	EPA 3010 EPA 200.7	Water	HDPE jar or bottle	500 mL	NA	None	Refrigerated: <4°C (ice)
NA	Mercury*	EPA 7470	Water	HDPE jar or bottle	500 mL	NA	None	Refrigerated: <4°C (ice)
1006	Polycyclic Aromatic Hydrocarbons (PAHs) Aliphatic and Total Petroleum Hydrocarbons (*n*-C9 to *n*-C40)	EPA 8270 (Modified)	Products	2mL glass vial with Teflon liner (Provided)	1-3 mL	NA	None	Refrigerated: <4°C (ice)
1016	Polycyclic Aromatic Hydrocarbons (PAHs) Aliphatic and Total Petroleum Hydrocarbons (*n*-C9 to *n*-C40)	EPA 8015 (Modified)	Other (i.e. nets, filters)	Glass, or wrapped in aluminum foil placed in Ziploc bag	NA	NA	None	Refrigerated: <4°C (ice)
1074	Aliphatic and Total Petroleum Hydrocarbons (*n*-C15 to *n*-C36)	EPA 8015 (Modified)	Sediment	8 oz. Glass Vial with Teflon liner or Ziploc bag	50 grams (wet)	NA	None	Frozen: <0°C (dry ice if possible)
1001	Total Scanning Fluorescence (TSF)	Proprietary	Sediment	8 oz. Glass Vial with Teflon liner or Ziploc bag	50 grams (wet)	NA	None	Frozen: <0°C (dry ice if possible)
1008	Interstitial Gas-Headspace Hydrocarbons (*n*-C1 to *n*-C5 plus CO2)	Proprietary	Sediment/Headspace Gas	500 mL Metal Can (Provided) or inert foil bag	can: 165 grams (wet) bag: 100 mL gas	NA	Can: 33% sediment sample, 33% saltwater brine and 33% headspace purged with nitrogen	Can: Frozen, <0°C (dry ice if possible)
1057	Interstitial Gas-Headspace Carbon Isotopes (*n*-C1 to *n*-C5 plus CO2)	Proprietary	Sediment/Headspace Gas	500 mL Metal Can (Provided) or inert foil bag	can: 165 grams (wet) bag: 100 mL gas	NA	Can: 33% sediment sample, 33% saltwater brine and 33% headspace purged with nitrogen	Can: Frozen, <0°C (dry ice if possible)

* Indicates subcontracted analysis