

Eurofins Lancaster Laboratories Environment Testing, LLC 2425 New Holland Pike Lancaster, PA 17601

Tel: (717) 656-2300 Fax: (717) 656-2681 www.EurofinsUS.com

January 31, 2023

Bonnie Raindrop Maryland Pesticide Education Network 2913 Overland Ave Baltimore, MD 21214 raindrop@mdpestnet.org Tel: (410) 404-3808

Subject: Quotation Number 41013898 for PFAS in Pesticide Testing

### Dear Bonnie Raindrop:

Thank you for the opportunity to provide this quotation for analytical testing services for PFAS in Pesticide Testing. Our quotation includes pricing and all relevant information regarding our accreditation status, technical details, turnaround time, deliverables, and a copy of our General Provisions. Amanda Barnhart is your Project Manager and can be contacted at 717 556-3860 or Amanda.Barnhart@et.eurofinsus.com.

Eurofins Lancaster Laboratories Environment Testing, LLC (ELLE) is the largest single-site laboratory in the U.S., located on our 532,000 sq ft, 47 acre campus. We are accredited by NELAP, DOD, and 40 states, and are dedicated to providing the highest quality available in the industry.

Our team offers you the following advantages in order to make your project a success:

- <u>Capacity</u> unrivaled in the industry. Offering you more analysis methods and data deliverable options at one location than any other facility, eliminating the need for multiple facilities. We're staffed on weekends and operate multiple shifts to meet your standard and rush TAT needs, and also offer 24/7 sample receipt.
- <u>myEOL</u>® provides web access to your data, including analysis reports, COCs, data packages, EDDs, and exportable data tables, as well as the ability to compare your results to regulatory limits.
- <u>Project Management</u> dedicated to your project that supports sample container orders, project setup, and continuous monitoring of your project in the laboratory. Our staff is experienced and trained in laboratory operations, regulations, and state requirements.
- PFAS, Dioxins/Furans, and PCB Congener analysis provided in our facility eliminates the need to use multiple labs.

In the absence of an existing contract, a site-specific QAPP, or Statement of work, ELLE will follow the terms in our General Provisions and the method procedures and reporting limits as outlined in our Standard Operating Procedures.

We look forward to working with you on this project. If you have any questions about our quotation or would like to request additional information about Eurofins Lancaster Laboratories Environment Testing, LLC, please contact me at Chris.Coast@et.eurofinsus.com.

Sincerely,

Chris Coast Business Development Specialist

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Prepared by Coast, Chris
Date 1/31/2023
Expiration Date 5/1/2023

Est. Start Date

Project: PFAS in Pesticide Testing

Prepared for:

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Quote Number: 41013898 - 0

# Liquids TAT: 35\_Days (Business Days)

Matrix	Method	Test Description	Quantity	Unit	Extended
				Price	Price
Water	537 IDA	List of 40 (EPA 1633 Draft Method)	1	\$ 475.00	\$ 475.00
Water	ELLE SOP	Total Fluorine	1	\$ 375.00	\$ 375.00
		Total Liquids		_	\$ 850.00

### **Quote Other Charges**

Description	Quantity	Unit	Extended	
		Price	Price	
Safe and Environmentally Responsible Waste Management (per sample)	1	\$ 6.00	\$ 6.00	
PFAS - free DI water for decon per liter - if needed	0	\$ 20.00	\$ 0.00	
PFAS - free DI water for Field Reagent Blank (FRB) - if needed	0	\$ 10.00	\$ 0.00	
Account Setup Fee	1	\$ 75.00	\$ 75.00	
Total Other Charge		=	\$81.00	

Total Other Charges \$81.00

Total Analysis Charges \$850.00

Grand Total for Quote 41013898 \$931.00

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<sup>\*\*</sup>Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.



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### **PROJECT DETAILS**

### **Project Specific Comments**

Eurofins Lancaster will perform a modified approach to method 537 that utilizes isotope dilution for quantitation. This method uses a Liquid Chromatography with Mass Spectrometry (LC/MS/MS) technique to identify and report targeted compounds. The lab calibrates using branched/linear isomer standards, where a quantitative branched/linear isomer standard is commercially available. The compounds for which quantitative standards are available are PFOS, PFHxS, NMeFOSAA and NEtFOSAA. The branched and linear isomers in samples are summed and quantified by a calibration standard in which the branched and linear isomers were also summed. For PFOA, where a quantitative branched/linear isomer is not yet available, a technical grade standard of PFOA is run with each calibration. The technical grade standard is used as a qualitative indicator of the relationship of the branched PFOA isomers to the linear PFOA isomer. To quantify PFOA, the branched and linear isomers in a sample are summed, but quantified using the response of the linear isomer.

### Accreditation

The state of Maryland does not offer accreditation for the scope of work quoted.

# Credit Approval/Account Set-up/Payment

Full payment is required before any work related to this quote can be initiated. Please include a check for the full amount with your sample delivery in order to avoid delay in testing. Alternatively, full payment can be made by credit card prior to sample submission. Please contact your project manager for this transaction. Results will not be released until this is done.

If you want to establish an account with Eurofins Lancaster, with payment after analysis is complete, please complete and return the attached New Client Account form. If your credit is found to be in good standing we will extend credit with 30 day payment terms. There is a one-time charge of \$75 for this.

### **Data Deliverables**

Unless otherwise instructed your data will be provided in our standard report format, comparable to an EPA Level II deliverable and Excel EDD. All data will be available on our on-line data retrieval system, MyEOL®. If a more extensive deliverable format is required for your project, please inform your project manager prior to sample submission. Additional

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charges may apply.

ELLE offers a variety of data deliverable options, including but not limited to Level III, IV, DOD ELAP, and state specific. Please specify data deliverable and EDD formats at the time of sample submission. A surcharge up to 15% of the analytical costs may apply for any of these deliverable types. Requests for these deliverable formats after data has been reported will incur additional generation and assembly fees (hourly rates may apply).

All data and EDDs will be available on our on-line data retrieval system, MyEOL®. Packages can also be uploaded to a client's FTP site. Contact your client service representative if you need to set up a MyEOL® account or need other arrangements for your packages.

If an EDD is required for your project please inform your project manager prior to submitting samples. Requests for EDDs after the final report is prepared may result in a fee. Complex EDDs may also require a fee.

#### **PFAS**

### Field QC for Non-Potable Water, Soil and other Non-Drinking Water Matrices

When using the modified method of EPA 537(Isotope Dilution), it is at the client's discretion if site specific QC is required for their project. It is Eurofins' recommendation that the Field Reagent Blanks are included at a minimum. Also, if you are using equipment for the first time it is advisable that you also collect an equipment blank

If requested or submitted, any field reagent blanks, equipment blanks, trip blanks or MS/MSDs will be billed at the unit rate.

### **PFAS-Free DI Water & Bottles**

Sample containers, coolers and chain of custody forms are provided at no additional cost. We will provide PFAS-free plastic (HDPE) containers with Teflon lining-free lids for PFAS testing. Please provide 5 days' notice when requesting sample container/collection kit delivery. Laboratory water is tested and confirmed to be PFAS analyte-free. We provide PFAS-free deionized water for field and equipment blanks at \$10 per blank. We can provide additional deionized water for field decontamination at \$20 per liter bottle.

### **AFFF Related Samples**

Due to the potential for high concentrations of PFASs in these samples, it is critical that the associated chain of custody and sample containers clearly state that these are AFFF related samples.

### **PFAS Technical Comments**

Please inform your project or account manager of samples with known or expected high PFAS values. This will enable us to avoid possible instrument downtime due to carryover. If samples with high PFC levels result in the need for extensive instrument cleanup a charge of \$250 will be incurred.

If analysis of the extract demonstrates that PFAS target analytes have exceeded the calibration range for the analytical method or the analysis demonstrates that interferences have compromised the accuracy of reported results, the extract can be diluted appropriately and reanalyzed. Dilutions up to 50X -100X can typically be accommodated. Extract dilutions greater than 100x may require that the sample be re-extracted at a reduced volume to bring target analytes to within calibration range. If the sample requires re-extraction using a reduced volume this complex dilution will

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incur a charge of 60% of the analytical rate. You will be given the option of reporting with "E" flags (concentration exceeds the calibration range) or continuing with re-extractions and additional dilutions at the extra charge. High concentration samples may also impact our quoted turnaround time.

A 60% surcharge will apply to samples that require re-extraction with smaller initial volumes due to high concentrations.

Non-routine matrices such as highly impacted samples, dispersions, pure products (AFFF), landfill leachates, complex IDW, solvent waste and non-environmental samples, etc. will be charged at a higher rate and may have extended TAT.

# PFAS Project/Site Information Needed

Prior to submitting samples for PFAS testing please review the following questions and provide a written response to your project manager:

- 1. Do you have any historical data or knowledge of the history at the project site?
- 2. Was AFFF used or stored at the site? Will you be sampling from those areas and can that be noted on the COC?
- 3. What type of businesses were active in the past on this site? Was there any fluorochemical manufacturing activity at the site?
- 4. Are these samples part of, or related to, PFAS remediation activities? Are you expecting high concentrations?
- 5. Are there any actions levels at the site?
- Are any of the samples you will be submitting spiked with known concentrations of PFAS? If so, the concentrations need to be noted on the COC.

#### **QC Samples**

If the scope of work requires site-specific Matrix Spike/Matrix Spike Duplicates (MS/MSD), triplicate volume must be submitted and indicated as QC samples on the Chain-of-Custody. Unless sufficient volume is submitted to perform an MS/MSD for each analytical batch, a Laboratory Control Spike/ Laboratory Control Spike Duplicate (LCS/LCSD) will be performed to demonstrate precision and accuracy at a batch level.

Analysis of site-specific QC (MS/MSD, Field DUP) is billable at the unit rates quoted for each analytical method.

Analysis of field QC, such as Field Blanks, Equipment Blanks, Rinse Blanks and/or Trip Blanks are billable at the unit rates quoted for each analytical method.

### **Return Shipping**

Cost to ship samples to the lab for testing is the responsibility of the client.

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### **Sampling Supplies**

Please contact your project manager prior to sampling activities to order sampling supplies (e.g. bottles, coolers) or to confirm proper containers and volume requirements.

When ordering sampling containers, we recommend that you order exact quantities required for your scope of work. Unused sample containers should not be returned to the lab for reuse due to possible contamination issues. After disposing of the unused containers, the client is responsible for the cost to ship the empty coolers to the lab.

Delivery of bottles to the project site or your office will be provided by Eurofins Lancaster Laboratories Environment Testing, LLC via <u>ground transportation</u> at no charge within the contiguous United States. Please place your request for bottle delivery at least 5 business days prior to your required delivery date. If fewer than 5 days' notice is provided and alternative/quicker shipping is required, additional shipping and handling charges will apply.

### **MyEOL®**

Use of Eurofins' on-line data management tool and interactive portal, MyEOL®, provides clients with 24/7 access to all project information, including: sample results, data reports, EDDs, and invoices. This tool enables clients to manage their analytical data electronically and eliminates shipping costs and paper consumption, thereby reducing impacts on the environment. **Eurofins is pleased to provide access to myEOL at no additional charge.** Please contact your Project Manager to create a MyEOL® account and to discuss how this

### MyEOL® features include:

- Real time access to your sample status and result data in our LIMS.
- 24/7 availability to download your EDD files.

tool may help you efficiently manage your analytical data.

- Convenient organization of all your program information in one place, categorized the way you want it.
- Instant archiving of all documents for secure storage and fast retrieval.
- Dynamic interactive capabilities, enabling you to guery and trend data.
- Access to analytical capabilities and methodologies to help you select the best procedures for performing your work.
- Access to lists of Certification programs detailing which Eurofins laboratories perform work under these programs.
- · Online access to your invoices and quotes.
- · Ability to compare data results to the regulatory limits.

### **General Provisions**

**General Provisions** (These provisions apply unless alternate provisions have been agreed to by both parties)

### **Purchase Orders and Contract Terms**

A valid purchase order is required with all sample submissions. Unless otherwise agreed in writing by both parties, submitting samples for testing services constitutes acceptance of the Eurofins Lancaster Laboratories Environmental, LLC Standard Terms and Conditions. Eurofins Lancaster Laboratories Environmental, LLC standard payment terms are NET 30 Days.

**Quoted Fees** 

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Unless the fees quoted are based on contractually agreed upon rates, the fees provided in this quotation are subject to revision if the size and scope of the project differs from what was originally presented to us at the time of the quote request. We reserve the right to modify our fees if there is a significant reduction in the number of samples and/or tests performed or if samples require additional preparation work in order to successfully perform the test or meet specifications. Requests for changes after the final delivery of data may result in a fee of \$125/hour for the revisions.

# Reporting Format (MDL/LOQ)

Eurofins Lancaster Laboratories Environment Testing, LLC's default reporting format is to report to our MDL (Method Detection Limit). For data reported to the MDL, our standard protocol is to qualify any detections between the MDL and LOQ with a "J" on your analysis report. Please contact your project manager if you require the lab to report to the LOQ (Limit of Quantitation).

#### **Data Deliverables**

<u>Standard Analysis Reports</u> include a Quality Control (QC) Summary, Lab Sample Analysis Record, and your chain of custody (COC).

<u>Full Data Package (Level IV or non-CLP Validation Package)</u> includes Standard Analysis Reports plus a case narrative, sample, standards, and QC raw data as well as QC and data summary forms required for data validation.

Reduced Data Packages - includes Standard Analysis Reports, a Case Narrative, QC Summary forms, Sample Prep and Run Logs, and Raw Data for GC and GC/MS analyses.

State-Specific Deliverables including New Jersey Reduced or Regulatory, New York ASP-A or ASP-B, Texas TRRP-13, Massachusetts MA MCP, Connecticut CT RCP, and other formats are

Hard copy (paper) data packages are not routinely provided. If a paper copy is requested, additional fees will apply.

#### **Turnaround Time (TAT)**

Standard Analysis Reports are provided via email in PDF with your COC within 10-15 business days depending on the analyses requested. Samples put on hold or sequential analyses will lengthen the TAT, and may also require rush surcharges if less than half of the holding time remains when notification to proceed with testing is given.

### **Bottle Orders/Shipping**

Unless otherwise agreed or presented in this quotation, Eurofins Lancaster Laboratories Environment Testing, LLC requires at least 5 business days notice to prepare and ship your sample containers. We will provide shipping of the containers to you via Federal Express Ground service at no charge. Shipping of the containers back to the lab is the client's responsibility. Returned coolers and containers that are not used for sampling may be charged to the client. Eurofins Lancaster Laboratories Environment Testing, LLC covers shipping costs to the 48 contiguous states, excluding AK, HI, PR, and international shipping. ELLE will provide adequate sample containers, coolers, and packing materials for your project. Fees for extra supplies and the associated shipping costs will depend upon your project needs. Additional fees will apply for unused or returned sampling supplies.

#### Sample Receiving

Eurofins Lancaster Laboratories Environment Testing, LLC can receive samples 24/7. Samples will be logged in our LIMS the same day received except on Sundays, major holidays, or if discrepancies exist between samples and the chain of custody.

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#### **Hazardous Sample Communications**

The client is responsible for communicating to the laboratory any known or suspected hazardous characteristics of the samples they intend to submit. This information should be provided in advance if available or with the samples as documentation on the Chain of Custody form. Please submit all relevant Safety Data Sheets (SDS) with each sample shipment.

#### Sample Receipt Notification

Upon receipt of samples at our lab, we will review the COC, measure and record the temperature, and contact you if there are sample discrepancies. You can view your sample information including the sample ID, tests to be performed, etc. via our web site at www.Eurofinsus.com\lanclabserv. Contact your Project Manager to receive an electronic Sample Acknowledgement with the sample ID, tests to be performed, COC, and sample receipt log.

### **Quality Control Samples**

Eurofins Lancaster Laboratories Environmental, LLC will analyze and evaluate the required method quality control samples at no charge. If your project requires analysis of site-specific MS/MSD or Field QC (trip blanks, field blanks, field duplicates, equipment blanks, etc.), they are billable at the unit rates presented in the quotation.

### Safe and Environmentally Responsible Waste Management (SERWM)

A fee, notated as Safe and Environmentally Responsible Waste Management (SERWM), will be applied to all invoices for each sample processed by the laboratory.

### Minimum Charge per Sample Group

Eurofins Lancaster Laboratories Environment Testing, LLC reserves the right to charge a minimum \$150 per sample group submitted to the lab.

### **Hold Analyses**

Any samples received at the lab but not analyzed will be invoiced at \$25 per sample.

### Sample Storage/Disposal

We will hold your unused sample portions for 7 days past the date the analysis report is issued and, unless your samples need special handling, we will dispose of them following applicable regulations including but not limited to CFR, DOT, and USDA. All unused sample portions, bottles, labels, etc. are incinerated. There will be a monthly charge per sample if extended storage is needed. Please contact your account manager for rates.

#### **Data Storage**

Analysis reports and all supporting documentation including instrument printouts, raw data, and summary forms are stored for a minimum of 5 years.

**Terms and Conditions** 

EUROFINS LANCASTER
LABORATORIES ENVIRONMENT
TESTING, LLC'S
TERMS AND CONDITIONS OF SALE
(Short Form)

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When a purchaser ("Client") places an order for laboratory, consulting or sampling services from Eurofins Lancaster Laboratories Environment Testing, LLC ("ELLET"), a Delaware corporation, ELLET shall provide the ordered services pursuant to these Terms and Conditions and the related Quotation or Price Schedule, or as agreed in a negotiated contract. In the absence of a written agreement to the contrary, a client order constitutes an acceptance by the Client of ELLET's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. Receipt of a Client's samples at an ELLET laboratory constitutes acceptance of these Terms and Conditions (in the absence of any other negotiated contract). No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by ELLET in writing.

#### 1. ORDERS AND RECEIPT OF SAMPLES

- 1 A Client may place an order (i.e., specify a Scope of Work) either by submitting a purchase order to ELLET in writing or by telephone subsequently confirmed in writing, or by negotiated contract. Whichever option the Client selects for placing an order, the order shall not be valid unless it contains sufficient specification to enable ELLET to carry out the Client's requirements. In particular, samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If a Client fails to provide these required disclosures accompanying the submission of samples, and such failure results in an interruption in the lab's ability to process work due to contamination of instruments or work areas, the Client will be responsible for the costs of clean-up and recovery.
- The Client shall provide one week's advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Upon timely delivery of samples, ELLET will use its best efforts to meet mutually agreed turnaround times. All turnaround times will be calculated from the point in time when ELLET has determined that it can proceed with defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain-of-Custody forms and project guidance regarding work to be done (Sample Delivery Acceptance). Rush turnaround times not requested in advance of the delivery of samples and specifically agreed to by the lab are not guaranteed. If the Client changes the sample delivery schedule prior to Sample Delivery Acceptance, ELLET reserves its rights to modify its turnaround time commitment, change the date upon which ELLET will accept samples, or refuse Sample Delivery Acceptance for the affected samples.
- 3 ELLET reserves the right, exercisable at any time, to refuse or revoke Sample Delivery Acceptance for any sample which in the sole judgment of ELLET: a) is of unsuitable volume; b) may pose a risk or become unsuitable for handling, transport, or processing for any health, safety, environmental or other reason, whether or not due to the presence of any hazardous substance in the sample and whether or not such presence has been disclosed to ELLET by the Client; or
- c) holding times cannot be met, due to passage of more than 48 hours from the time of sampling or 1/2 the holding time for the requested test, whichever is less.
- 1 Prior to Sample Delivery Acceptance, the entire risk of loss or damage to samples remains with the Client, except where ELLET provides courier services. In no event will ELLET have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from ELLET's premises. Client is responsible for assuring that any sample that contains or may contain any hazardous substance to be delivered to ELLET's premises is properly packaged, labeled, transported and delivered, all in accordance with applicable laws.
- 2 ELLET reserves the right to begin processing samples upon receipt, unless the Client specifically notifies ELLET in writing prior to sample receipt that the samples are to be held without preparation or other processing or pending receipt of a purchase order. ELLET shall under no circumstances be responsible for missed holding times or turnaround times or for re-sampling costs if samples are released from hold with less than 48 hours or 1/2 the holding time for the requested test remaining, whichever is less.
- 1. PAYMENT TERMS
- 1 Services performed by ELLET will be in accordance with prices quoted and later confirmed in writing or as stated in the Price Schedule. Quoted prices do not include sales tax. Applicable sales tax will be added to invoices where required by law.
- 2 Invoices may be submitted to Client upon completion of any sample delivery group. Billing corrections must be requested within 30 days of invoice date. Payment in advance is required for all clients except those whose credit has been established with ELLET. For clients with approved credit, payment terms are net 30 days from the date of invoice by ELLET, unless alternative terms have been agreed in a separate written agreement. Payment shall be made without retainage and shall not be contingent upon the receipt of funds from third parties. All overdue payments are subject to an additional interest and service charge of one- and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion

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thereof from the due date until the date of payment. All fees are charged or billed directly to the Client. The billing of a third party will not be accepted without a statement, signed by the third party, acknowledging, and accepting payment responsibility in accordance with these payment terms.

3 If Client fails to make timely payment of its invoices, ELLET reserves the right to pursue all appropriate remedies, including withdrawing certifications, suspending work, and withholding delivery of data under this order without recourse. Client shall be responsible for all reasonable fees, expenses, and costs of collection including but not limited to arbitrator's and attorney's fees. ELLET reserves the right to refuse to proceed with work at any time based upon an unfavorable Client credit report.

#### 3. CHANGE ORDERS, TERMINATION

- 3.1 Changes to the Scope of Work, price, or result delivery date may be initiated by ELLET after Sample Delivery Acceptance due to any condition which conflicts with analytical, QA or other protocols warranted in these Terms and Conditions. ELLET will not proceed with such changes until an agreement with the Client is reached on the amount of any cost, schedule change or technical change to the Scope of Work, and such agreement is documented in writing.
- 3.2 Changes to the Scope of Work, including but not limited to increasing or decreasing the work, changing test and analysis specification, or acceleration in the performance of the work may be initiated by the Client after Sample Delivery Acceptance. Such change must be documented in writing and may result in a change in cost and turnaround time commitment. ELLET's acceptance of such changes is contingent upon technical feasibility and operational capacity.
- 3.3 Suspension or termination of all or any part of the work may be initiated by the Client. ELLET will be compensated consistent with Section 2 of these Terms and Conditions. ELLET will complete all work in progress and be paid in full for all work completed.

### 4. WARRANTIES AND LIABILITY

- 4.1 Where applicable, ELLET will use appropriate and approved analytical test methods. ELLET has referenced these methods in its Laboratory Quality Manuals and has documented them in Standard Operating Procedures. ELLET reserves the right based on its reasonable judgment to deviate from these methodologies as necessary or appropriate to the extent required by the nature or composition of the sample, which deviations, if any, will be made on a basis consistent with recognized standards of the industry and/or ELLET's Laboratory Quality Manuals. Client may request that ELLET perform according to a mutually agreed Quality Assurance Project Plan (QAPP). If samples arrive prior to agreement on a QAPP, ELLET will proceed with analyses under its standard Quality Manuals then in effect. ELLET will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP.
- 4.2 ELLET shall start preparation and/or analysis within holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or 1/2 of the holding time for the test, whichever is less,

unless the Client has specifically requested that ELLET hold the samples without preparation or other processing or pending receipt of a purchase order. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, ELLET will use its best efforts to meet holding times and will proceed with the work provided that, in ELLET's judgment, the chain-of-custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with ELLET's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met.

- 4.3 ELLET warrants that it possesses and maintains all licenses and certifications that are required to perform services under these Terms and Conditions provided that such requirements are specified in writing to ELLET prior to Sample Delivery Acceptance. ELLET will notify the Client in writing of any decertification or revocation of any license, or notice of either, that affects work in progress.
- 4.4 The warranty obligations set forth in Sections 4.1, 4.2 and 4.3 are the sole and exclusive warranties given by ELLET in connection with any services performed by ELLET or any results generated from such services, and ELLET gives and makes NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. No representative of ELLET is authorized to give or make any other representation or warranty or modify this warranty in any way.
- 4.5 Client's sole and exclusive remedy for breach of warranty in connection with any services performed by ELLET will be limited to repeating any services performed, contingent on the Client's providing, at the request of

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ELLET and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating results consistent with the original results will be at the Client's expense. If resampling is necessary, ELLET's liability for resampling costs will be limited to actual cost or one hundred and fifty dollars (\$150) per sample, whichever is less.

4.6 ELLET's liability for any and all causes of action arising hereunder, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the services performed or \$100,000. All claims, including those for negligence, shall be deemed waived unless suit thereon is filed within one year after ELLET's completion of the services. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall ELLET be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or by application or use of the reports prepared.

4.7 In no event shall ELLET have any responsibility or liability to the Client for any failure or delay in performance by ELLET that results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of ELLET. Such causes and circumstances include, but are not limited to, acts of God, acts of Client, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown highly contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond ELLET's reasonable control.

#### 5. RESULTS, WORK PRODUCT

- 5.1 Data or information provided to ELLET or generated by services performed under this agreement shall only become the property of the Client upon receipt in full by ELLET of payment for the entire order. Ownership of any analytical method, QA/QC protocols, software programs or equipment developed by ELLET for performance of work will be retained by ELLET. Client shall not disclose such information to any third party without ELLET's express prior consent.
- 5.2 Data and sample materials provided by Client or at Client's request, and the result obtained by ELLET shall be held in confidence

(unless such information is generally available to the public or is in the public domain or Client has failed to pay ELLET for all services rendered or is otherwise in breach of these Terms and Conditions), subject to any disclosure required by law or legal process.

- 5.3 Should the results delivered by ELLET be used by the Client or Client's client, even though subsequently determined not to meet the warranties described in these Terms and Conditions, then the compensation will be adjusted based upon mutual agreement. In no case shall the Client unreasonably withhold ELLETs right to independently defend its data.
- 5.4 ELLET reserves the right to perform the services at any laboratory in the ELLET network. If a Client has requested a particular location for the work, ELLET will inform the Client when operational constraints require the work to be performed at another ELLET location. In addition, ELLET reserves the right to subcontract services ordered by the Client to another laboratory or laboratories, if, in ELLET's sole judgment, it is reasonably necessary, appropriate or advisable to do so. ELLET will in no way be liable for any subcontracted services (outside the ELLET network) except for work performed at laboratories which have been audited and approved by ELLET.
- 5.5 ELLET will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final analytical report is issued, unless instructed to store them for an alternate period of time or to return such samples to the Client, in a manner consistent with U.S. Environmental Protection Agency regulations or other applicable federal, state or local requirements. Charges for disposal will be billed to the client. Alternatively, samples can be returned to the client for disposal. Cost of return shipping will be billable to the client. Air samples in Summa canisters and tedlar bags are used and the containers cleaned immediately after testing, such that those samples are not retained. Longer storage periods may be requested and may be accommodated if space allows, and for an additional charge. Any samples for projects that are canceled or not accepted, or for which return was requested, will be returned to the Client at its own expense. ELLET reserves the right to return to the Client any sample or unused portion of a sample that is not within ELLETs permitted capability or the capabilities of ELLET's designated waste disposal vendor(s). ALL DIOXIN, MIXED WASTE, AND RADIOACTIVE SAMPLES WILL BE RETURNED TO THE CLIENT, unless
- prior arrangements for disposal are made.
  5.6 Unless a different time period is agreed to in an order under these Terms and Conditions, ELLET agrees to retain all records for five (5) years.
- 5.7 If ELLET is required to respond to legal process related to services for Client, Client agrees to reimburse ELLET for hourly charges for personnel involved in the response and attorney's fees reasonably incurred in

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Eurofins Lancaster Laboratories Environment Testing, LLC 2425 New Holland Pike Lancaster, PA 17601

Project: PFAS in Pesticide Testing

Prepared by Coast, Chris 1/31/2023 Date 5/1/2023 **Expiration Date** 

Est. Start Date

Prepared for:

Bonnie Raindrop Maryland Pesticide Education Network 2913 Overland Ave Baltimore, MD 21214 raindrop@mdpestnet.org

Tel: (410) 404-3808

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obtaining advice concerning the response, preparation to testify, and appearances related to the legal process, travel and all reasonable expenses associated with the litigation. Additional consulting beyond that normally associated with lab reports will be billed at ELLET's current published rates.

6.1 During the performance of services under these Terms and Conditions, ELLET shall maintain in force Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the states having jurisdiction over ELLET's employees who are engaged in the performance of the work. ELLET shall also maintain during such period Comprehensive General and Contractual Liability (limit of \$1,000,000 per occurrence; \$2,000,000 aggregate), Comprehensive Automobile Liability, owned and hired (\$1,000,000 combined single limit), Professional Liability Insurance (limit of \$5,000,000 per claim/aggregate), and Pollution Liability Insurance (limit of \$1,000,000 per claim/aggregate).

#### **MISCELLANEOUS PROVISIONS**

- 7.1 These Terms and Conditions, together with any additions or revisions which may be agreed to in writing by ELLET, embody the whole agreement of the parties and provide the only remedies available. There are no promises, terms, conditions, understandings, obligations or agreements other than those contained herein, and these Terms and Conditions shall supersede all previous communications, representations, or agreements, either verbal or written, between the Client and ELLET. These Terms and Conditions, and any transactions or agreements to which they apply, shall be governed both as to interpretation and performance by the laws of the state where ELLET's services are performed.
- The invalitidy or unenforceability, in whole or in part, of any provision, term or condition hereof shall not affect in any way the validity or enforceability of the remainder of these Terms and Conditions, the intent of the parties being that the provisions be severable. The section headings of these Terms and Conditions are inteded soley for convenient reference and shall not define, limit or affect in any way these Terms and Conditions or their interpretations. No waiver by either party of any provisions, term or condition hereof or of any obligation of the other party hereunder shall constitute a waiver or any subsequent breach or other obligation.
- The oblitations, liabilities, and remedies of the parties, as provided herein, are exclusive and in lieu of any others available at law or in equity. Indemnifications, releases from liability and limitations of liability shall apply, notwithstanding the fault, negligence or strict liability of the party to be indemnified, released, or whose liability is limited, except to the extent of sole negligence or willful misconduct.

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Eurofins Lancaster Laboratories Environment Testing, LLC 2425 New Holland Pike Lancaster, PA 17601

Prepared by Coast, Chris
Date 1/31/2023
Expiration Date 5/1/2023

Est. Start Date

# Project: PFAS in Pesticide Testing

## Prepared for:

Bonnie Raindrop Maryland Pesticide Education Network 2913 Overland Ave Baltimore, MD 21214 raindrop@mdpestnet.org

Tel: (410) 404-3808

# Quote Number: 41013898 - 0

### Liquids

Matrix	Method	Test Description	Analyte			
				RL	MDL	Units
Water	537 IDA	List of 40 (EPA 1633 Draft Method)	Perfluorobutanoic acid	5.00	2.00	ng/L
			Perfluoropentanoic acid	2.00	0.500	ng/L
			Perfluorohexanoic acid	2.00	0.900	ng/L
			Perfluoroheptanoic acid	2.00	0.500	ng/L
			Perfluorooctanoic acid	2.00	0.500	ng/L
			Perfluorononanoic acid	2.00	0.500	ng/L
			Perfluorodecanoic acid	2.00	0.500	ng/L
			Perfluoroundecanoic acid	2.00	0.500	ng/L
			Perfluorododecanoic acid	2.00	0.500	ng/L
			Perfluorotridecanoic acid	2.00	0.500	ng/L
			Perfluorotetradecanoic acid	2.00	0.500	ng/L
			Perfluorobutanesulfonic acid	2.00	0.500	ng/L
			Perfluoropentanesulfonic acid	2.00	0.500	ng/L
			Perfluorohexanesulfonic acid	2.00	0.500	ng/L
			Perfluoroheptanesulfonic acid	2.00	0.500	ng/L
			Perfluorooctanesulfonic acid	2.00	1.00	ng/L
			Perfluorononanesulfonic acid	2.00	0.500	ng/L
			Perfluorodecanesulfonic acid	2.00	0.500	ng/L
			Perfluorododecanesulfonic acid (PFDoS)	3.00	0.500	ng/L
			1H,1H,2H,2H-perfluorohexanes ulfonic acid (4:2)	2.00	0.500	ng/L
			1H,1H,2H,2H-perfluorooctanes ulfonic acid (6:2)	5.00	4.20	ng/L
			1H,1H,2H,2H-perfluorodecanes ulfonic acid (8:2)	3.00	1.00	ng/L
			Perfluorooctanesulfonamide	2.00	0.700	ng/L
			NMeFOSA	3.00	1.00	ng/L
			N-ethylperfluoro-1-octanesulfon amide	5.00	1.00	ng/L
			NMeFOSAA	2.00	0.600	ng/L
			NEtFOSAA	3.00	0.500	ng/L
			2- (N-methylperfluoro-1-octanesulf onamido) ethanol	3.00	1.00	ng/L
			2- (N-ethylperfluoro-1-octanesulfo namido) ethanol	3.00	1.00	ng/L
			HFPO-DA	3.00	1.00	ng/L
			4,8-Dioxa-3H-perfluorononanoic acid (ADONA)	2.00	0.500	ng/L
			PFECA F	2.00	0.200	ng/L
			PFECA A	2.00	0.200	ng/L
			PFECA B	2.00	0.200	ng/L
			9-Chlorohexadecafluoro-3-oxan onane-1-sulfonic acid	2.00	0.500	ng/L
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# Liquids

Matrix	Method	Test Description		Analyte			
Continued					RL	MDL	Units
				11-Chloroeicosafluoro-3-oxaund ecane-1-sulfonic acid	2.00	0.500	ng/L
				PFEESA	2.00	0.200	ng/L
				3:3 FTCA	2.00	0.300	ng/L
				5:3 FTCA	2.00	0.200	ng/L
				7:3 FTCA	2.00	0.300	ng/L
			Isotope Dilution				
				13C4 PFBA			
				13C5 PFPeA			
				13C5 PFHxA			
				13C4 PFHpA			
				13C8 PFOA			
				13C9 PFNA			
				13C6 PFDA			
				13C7 PFUnA			
				13C2-PFDoDA			
				13C2 PFTeDA			
				13C3 PFBS			
				13C3 PFHxS			
				13C8 PFOS			
				13C8 FOSA			
				d3-NMeFOSAA			
				d5-NEtFOSAA			
				M2-4:2 FTS			
				M2-6:2 FTS			
				M2-8:2 FTS			
				13C3 HFPO-DA			
				d7-N-MeFOSE-M			
				d9-N-EtFOSE-M			
				d5-NEtPFOSA			
				d3-NMePFOSA			
				13C-6:2 FTCA			
					RL	MDL	Units
Water	ELLE SOP	Total Fluorine		Total Fluorine (TF)	2.00	1.00	ug/L

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# Analytical Sample Information

Analysis			Client Sub List Desc				
Method	Matrix	Preservative	Container	Volume Required	Holding Time		
Fluorinated Alkyl Substances			List of 40 (EPA 1633 Draft Metho	List of 40 (EPA 1633 Draft Method)			
PFC_IDA	Water	None	Plastic 250ml - unpreserved	d 500 mL	28 Days		
Total or Organic Fluorine by Combustion Ion Chromatography			Total Fluorine				
CIC_Fluorine	Water	None	Plastic 250ml - unpreserved	d 500 mL	90 Days		

Hold Times listed above represent the minimum allotted time between sampling and lab extraction, prep or analysis.

Multiple analyses may be consolidated into fewer containers. Please contact your Project Manager for clarification when requesting sample containers.

Except for some special tests, all samples should be kept cold at 6 degrees C.

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