



## QUOTATION: BN/663/13 V2

(Please quote this number with all relevant sample submissions and refer to quotation validity below)

COMPANY:	WestRex Services Pty Ltd		
ATTENTION:	Mark Scott	DATE :	6 <sup>th</sup> of August
EMAIL:	mark.scott@westrex.com.au	PHONE:	07 3216 6636
CLIENT REF/ PROJECT:	Water and Solid Analysis	NO OF PAGES:	9
FROM:	Dave Gitsham	VALID UNTIL:	AUGUST 2015

Dear Mark,

Further to your email on the 6<sup>th</sup> of August, thank you for providing ALS the opportunity to submit this quotation covering your analytical testing requirements. ALS is very keen to work with you on this monitoring project, delivering high quality data, good communication and timely and reliable service.

This quotation has been developed based on information provided. Please refer to all sections within this quotation to ensure that we have scoped your project correctly. Please do not hesitate to contact ALS for updating or reissuing, should this be required.

Acceptance of this quotation is required within 90 days from date of issue. Please advise ALS (via email) upon acceptance, to allow this quote to be loaded into our Laboratory Information Management System and/or to order the required sample containers.

Yours Sincerely,

**Dave Gitsham**  
Client Services Officer

ALS Group  
**Environmental Division**  
Brisbane, Australia  
Direct: + 61 7 3552 8658  
Email: [dave.gitsham@alsglobal.com](mailto:dave.gitsham@alsglobal.com)



### Project Scope / Details

<b>Sample Type:</b>	Water & Solids
<b>Sample No. :</b>	TBA
<b>Primary Lab:</b>	ALS Brisbane
<b>Other ALS Lab involvement:</b>	ALS Roma

Short holding times apply for the following tests:

<b>WATER SAMPLES</b>	
<b>Analyte</b>	<b>Holding Time</b>
pH	6 hours
Microbiological	1 day
BOD	2 days

### Turnaround Times

Standard laboratory turnaround time is 5-7 working days from receipt of samples for the routine tests quoted. Work orders received at the laboratory after 4pm are deemed received the following day for the calculation of turnaround times.

Ultra trace organics, metals speciation, ORC metals, dioxins, TBT and TPH speciation turnaround is 7-15 days and will be confirmed on your SRN. Faster turnaround may be negotiated upon request and work orders may be split to allow earlier reporting of routine parameters.

Where fast TAT is requested on a batch of samples and agreed to by the laboratory manager, **unless agreed otherwise** the following surcharges will apply on top of the standard rates listed in this quotation.

**1 Day TAT = 100% surcharge**

**2 Day TAT = 50% surcharge**

**3 Day TAT = 25% surcharge**



## Service Inclusions

The service offered by ALS will include the following additional items at no extra charge.

- Sample containers appropriately prepared, labelled and pre-dosed with preservatives.
- Eskies to facilitate the “refrigeration” of samples en route to the laboratory. (When required, we recommend the use of ice for chilling samples and ice bricks only for maintaining the temperature of samples that have already been chilled).
- Sample Receipt Notification (SRN) plus return CoC will be issued upon receipt of samples, detailing the condition of the samples, anticipated turnaround time and internal tracking or batch number.
- Reporting of results by e-mail (Excel or PDF), including COA, QC and QC interpretive reports.

In the **QC Interpretive Report**, the LIMS reviews duplicate RPDs, Blanks, LCS Standards, Matrix Spikes, Surrogates, Sample Preservation and Holding Times, then highlight any anomalies for your batch. This can save significant time in data quality review and provide you and auditors with the confidence that the data is of the highest quality and has passed the most comprehensive review.

- **Webtrieve™** access to real time results via the internet along with an array of tools to allow automated comparison with guidelines, downloading of results in Excel, retrieval of deliverables plus many more time saving features.
- On call access to ALS technical expertise.
- ALS provides a **free Sample pick-up or courier service** throughout the major metropolitan areas. Regional freight can be arranged by ALS and will be charged at applicable rates (to cover costs) based upon the weight/dimensions of shipments as received. Freight will be included on the relevant work order invoice using this ‘calculated’ pricing. Copies of freight rates are available upon request.

## Quality Control

ALS has a comprehensive QA/QC program. Our QA/QC procedures are designed to provide reliable and defensible analytical results.

The prices listed are based on internal QCS3 schedule, which includes Laboratory Control Samples (LCS), Method Blanks (MB), Matrix Spikes (MS), Laboratory Duplicates (Dups) and Surrogates (for target organics) where applicable, at frequencies at or above that detailed in the 1999 NEPM guidelines.

The basis of the QCS3 Schedule is the ‘analytical lot’ (process analytical batch) of samples. Generally the laboratory processes samples of similar matrices in groups called ‘lots’. ‘Lots’ are made up of 20 samples that may consist of a number of discrete batches, and may be independent of project and/or client. The selection of samples for QC purposes will be biased towards the larger batches within the process lot.

The following summarizes the frequency that QC samples are processed:

- ◆ **5% Method Blanks (MB)** – 1 analysed within each process lot of 20 samples.
- ◆ **10% Laboratory Duplicates (Dups)** – 2 analysed within each process lot of 20 samples.
- ◆ **5% Laboratory Control Samples (LCS)** – 1 analysed within each process lot of 20 samples.
- ◆ **5% Matrix Spikes (MS)** – 1 analysed within each process lot of 20 samples (except for dioxins).
- ◆ **Surrogate Spikes** on all ‘target’ organics analyses.

**Note - Compliance to the QCS3 is reliant upon the submission of appropriate sample volumes – especially for water samples. Replicate samples must be provided to apply QCS3 for air filters and sorbents.**

- Please advise via COC where additional sample has been provided for QA/QC purposes e.g. by noting “Lab QC” (for both Dup and MS) or “Lab Dup” or “Lab MS”.
- *Note - Submitting highly contaminated samples for MS determinations may negate our ability to report matrix spike recovery data.*



## Analytical Charges

### Treated Effluent Samples

Parameter	ALS Method/ Package Code	Technique/ Method Reference	Limit of Reporting (mg/L) (or as indicated)	No.	Price per Sample excl. GST (\$)
pH	EA005P	APHA 4500-H <sup>+</sup> B	0.01 pH units	Ea.	5.00
Total Dissolved Solids (TDS)	EA015H	APHA 2540 C	10	Ea.	11.00
Biochemical Oxygen Demand (BOD)	EP030	APHA 5210 B	2	Ea.	28.00
Total Organic Carbon (TOC)	EP005	APHA 5310 B	1	Ea.	24.00
Total Nitrogen, TKN, NO <sub>x</sub> , Total Phosphorus	NT-11	APHA 4500 N <sub>org</sub> /NO <sub>3</sub> APHA 4500 P - H	TN - 0.1 TP - 0.01	Ea.	50.00
E. coli (MF)	MW008	AS 4276.6	<1 cfu / 100mL	Ea.	38.00
<b>TOTAL PROJECT SUITE COST PER WATER SAMPLE (EXCLUDING GST):</b>					<b>\$156.00</b>

Where metals suites are stipulated 'T' denotes Total metals analysis (eg. W-2 T = 8 Total Metals). Where no 'T' is present in the suite code, this denotes dissolved/filtered metals.

For metals in waters, field filtration status must be clearly indicated on the bottle label (via tick) indicating whether total or dissolved metals are required.

Package Prices apply only when specific ALS Group Codes ('W' suites) are selected on COCs. Standard LORs apply for suites.

### Drilling Fluid Samples

Parameter	ALS Method/ Package Code	Technique/ Method Reference	Limit of Reporting (mg/L) (or as indicated)	No.	Price per Sample excl. GST (\$)
pH( <i>generally also performed in the field</i> )	EA005	APHA 4500 H <sup>+</sup> - B	0.01(pH unit)	Ea.	5.00
Major Cation: (Na)	ED093	3120 Na-B	1	Ea.	8.00
Total Dissolved Solids (TDS)	EA015H	APHA 2540 C	10	Ea.	11.00
TPH/TRH(C6-C36/C40)/BTEX/	W-27	GC/FID, P&T/HS/GC/MS	20-100 / BTEXN (1-5 µg/L)	Ea.	157.00
PAH & Phenols		GC/MS – SIM	0.5-2 µg/L		
8 Metals: (As, Cd, Cr, Cu, Ni, Pb, Zn, Hg)		ICP/MS/CV/FIMS	0.0001 – 0.005		
Additional Total Metal: (Se)					
TOTAL PROJECT SUITE COST PER WATER SAMPLE (EXCLUDING GST):					\$181.00



## Spadable Samples

Parameter	ALS Method/ Package Code	Technique/ Method Reference	Limit of Reporting (mg/kg) (or as indicated)	No.	Price per Sample excl. GST (\$)
Moisture	EA055	In-house	1%	-	No Charge
1:5 Soil/Water Leach ( * denotes 1:5 leach required, applies once per sample)	EN/34	In house	NA	Ea.	3.50
pH (1:5) *	EA002	APHA 4500 H+ - B	0.01(pH unit)	Ea.	5.00
Soluble Sodium*	ED093S	3120 Na-B	10	Ea.	8.00
TPH/TRH(C6-C36/C40)/BTEX/ PAH & Phenols	S-27	GC/FID, P&T-GC/MS, GC/MS-SIM	TPH: 10-100 BTEX: 0.2-0.5 PAH/PHENOLS: 0.5 - 2	Ea.	152.00
8 Metals (Including Digestion) (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)		USEPA 200.2 (mod) / ICP/AES/CV/FIMS	0.1-5		
Additional Metal: (Se)					
TOTAL PROJECT SUITE COST PER SOIL SAMPLE (EXCLUDING GST):					\$168.50

## Administration Charges

An administration fee of \$30.00 (excl. GST) is applicable to each batch of samples submitted regardless of the size of the batch.



## Sample Container Requirements

ALS provides pre-treated and labelled sample containers, for all analytical work to be conducted at the laboratory. Most samples for analysis should be chilled whilst en route to the laboratory. **Please contact the laboratory for further information and to organise bottle delivery.**

### Spadable Samples

Test Parameter	Label Colour	Container Type (Preservation)	Analysis Conducted at Laboratory
All Parameters	Orange	1 x 150ml wide mouth glass jar	ALS BRISBANE

### Treated Effluent Samples

Test Parameter	Label Colour	Container Type (Preservation)	Analysis Conducted at Laboratory
<b>INORGANICS</b>			
Sample Collection Pocket Guide Suite:1 pH & TDS	Green	1 x 250ml plastic ( <i>none</i> )	ALS BRISBANE
BOD	Green	1 x 500ml plastic ( <i>none</i> )	ALS BRISBANE
TN & TP	Purple	1 x 125ml plastic ( <i>Sulfuric acid</i> )	ALS BRISBANE
TOC	Purple*	1 x 40ml Amber vials ( <i>Sulfuric acid</i> )	ALS BRISBANE
<b>MICRO</b>			
E. Coli	Grey	1 x 250ml sterile plastic jar/lid (With Na <sub>2</sub> S <sub>2</sub> O <sub>3</sub> )	ALS BRISBANE

### Drilling Fluid Samples

Test Parameter	Label Colour	Container Type (Preservation)	Analysis Conducted at Laboratory
<b>INORGANICS</b>			
Sample Collection Pocket Guide Suite:1 pH, Sodium & TDS	Green	1 x 250ml plastic ( <i>none</i> )	ALS BRISBANE
<b>METALS</b>			
Dissolved Heavy Metals (Field Filtered)	Red	1 x 60ml plastic ( <i>nitric acid</i> )	ALS BRISBANE
Dissolved Heavy Metals (Field Filtered)	Red & Green Stripe	1 x 60ml plastic ( <i>none</i> ) <b>AIRFREIGHT OPTION</b>	ALS BRISBANE
<b>ORGANICS</b>			
VOCs/BTEX/TPH(C <sub>6</sub> -C <sub>9</sub> )	Purple*	2 x 40ml Amber vials ( <i>Sulfuric Acid</i> )	ALS BRISBANE
Standard level or enhanced level PAH <u>plus</u> standard level phenols <u>plus</u> TPH (C <sub>10</sub> -C <sub>36</sub> )	Orange *	1 x 100ml Amber glass ( <i>none</i> ) for primary analysis. 2 x additional 100ml Amber glass ( <i>none</i> ) for laboratory duplicates and matrix spikes.	ALS BRISBANE



## Notes

1. ALS Environmental holds corporate NATA accreditation. All tests in this proposal are covered by NATA (including subcontracted services) unless specified otherwise.
2. The **LOR's** quoted refer to 'clean' samples, which exhibit minimal matrix interference (where dilution is not required), and/or where the moisture content is <50 %.
3. Samples should be submitted with at least half the 'analytical holding time' remaining to minimize the possibility of analysis holding time breaches. ALS will endeavour to meet holding times where samples are received with less than half the holding time remaining, however accepts no responsibility for missed holding times in these cases.
4. The prices quoted are based upon a minimum of 50% of the scoped sample numbers being submitted for analysis.
5. Where a single suite price is listed for a combination of analyses, this price will only apply when the sample is submitted for the full list of analyses. Normal rates will apply if a partial suite is requested.
6. The prices quoted are exclusive of GST. GST will be charged at 10% of the total invoice price.
7. Where analysis costs are to be charged to a third party, the third party must have a valid quote and account with ALS and have provided written authorization for samples to be submitted through an alternative (named) party. In addition, the Chain of Custody must clearly state that the Invoice must be directed to the third party and provide relevant details. In the event that this does not occur, any re-allocation of invoices will incur a fee of \$50 per work order.
8. A minimum invoice fee of \$150.00 (excluding GST) applies for each batch of samples submitted unless agreed otherwise.
9. Soil samples plus any filter papers not consumed during analysis are retained for 60 days after reporting and water samples for 2 weeks after reporting. All samples are disposed of at this time unless requested otherwise (note that samples deemed hazardous and not suitable for landfill disposal may be returned for client disposal or return to site).
10. ALS will adopt the standard eight (As, Cd, Cr, Cu, Ni, Pb, Zn, Hg), in the event that the terminology "*metals*" is listed on the COC with no elements specified. Analyses will be charged at standard package rate (S2 or W2)
11. The Moisture content is determined on all solid matrices submitted in order to report results on a dry weight basis. No charge applies to this service if samples are submitted for additional analysis (eg. TPH/BTEX, PAH, metals). A \$5.00 per determination charge will apply to samples submitted for moisture analysis only.
12. Filtration is required for the determination of dissolved or soluble metals. All samples submitted for dissolved or soluble metals must be **field-filtered** through 0.45µm PRIOR to submission. Generally, groundwater samples require field filtration prior to metal determination. Unfiltered samples are analysed for "Total Recoverable" metal concentrations and an additional digest fee of \$6.00 per sample applies. LOR's given are applicable to non-saline waters.



## ALS Life Sciences Division | Environmental Services – Australia | Terms and Conditions

### 1. GENERAL

- a) ALS will provide the Services described in the accompanying tender, quotation, or email to the Client, which together with these terms and conditions will hereafter be called the 'Agreement'.
- b) This Agreement will be binding on the Client from the date the Agreement is accepted by the Client in writing, through the placement of an order for, or receipt of samples for analysis based upon this Agreement.

### 2. PROVISION OF SERVICES

- a) ALS will provide the Services by exercising the same degree of skill, care and diligence that would be exercised by professional service providers in similar circumstances.
- b) The Client acknowledges that it is the Client's sole responsibility to make its own assessment of the suitability for any purpose of the Services, detection limits and confidence intervals inherent in ALS's standard testing methodology, the ALS Report and its contents. All data and ALS Reports relate to the sample tested only.
- c) If the Client requires the Services to be performed by specific test method, or requires detection limits and/or confidence intervals different to those inherent in ALS's standard testing methodology, then the Client must advise ALS of such needs prior to submission of samples.
- d) ALS may subcontract all or part of the Services and the Client consents to ALS disclosing all information (including Confidential Information) of the Client to that subcontractor necessary for the performance of the Service.
- e) ALS reserves the right to develop methods internally and automatically insource any subcontracted analytical services listed in this Agreement upon achieving equivalent LORs, NATA accreditation and service levels.

### 3. FEES AND PAYMENT

- a) Payment terms are 30 days from the date of invoice (**Due Date**), unless negotiated otherwise prior to submission of samples. Any such variance from the standard payment terms must be stipulated separately in writing in the Agreement.
- b) All prices quoted by ALS are exclusive of GST unless stated otherwise. The Client must pay the amount of GST specified in an invoice issued pursuant to *A New Tax System (Goods and Services Tax) Act 1999*.

### 4. LIMITATION OF LIABILITY

- a) To the full extent permitted by law, ALS excludes all warranties, terms, conditions or undertakings (**Terms**), whether expressed or implied, in relation to the Services, the ALS Report, or its contents. Where any legislation implies any Terms in this Agreement that cannot be modified or excluded then, such Terms shall deem to be included. However, to the full extent permitted by law, ALS's liability to the Client for any breach of any Terms that cannot be excluded by law is limited at ALS's option to the re-performance of the Services or the refund of the fee for the Services.
- b) The Client hereby releases and indemnifies and shall continue to release and indemnify ALS, its officers, employees and agents from and against all actions, claims (actual or threatened), proceedings (including proceedings where ALS is joined pursuant to any proportionate liability regime, whether under common law or any federal, state, or territory legislation) or demands (including any costs and expenses in defending or servicing same) which may be brought against it or them, in respect of any loss (including Consequential Loss), death, injury, illness or damage to persons or property, and whether direct or indirect and in respect of any breach of any industrial or intellectual property rights, howsoever arising out of the use of, reliance on, or benefit of, the Services or any ALS Report, except to the extent that the loss, death, injury, illness or damage to persons or property was directly caused by the negligence, willful acts or omissions of ALS or its employees.
- c) Notwithstanding any other provision of the Agreement, and except to the extent that liability cannot be limited or excluded by law:
  - i) ALS will not be liable to the Client or any other person for any special, indirect or consequential loss, loss of profits, or economic loss, arising from the Client's use of, reliance on, or benefit of, the Services or any ALS Report;
  - ii) ALS's cumulative liability to the Client for any loss or damage whatsoever which arises under or in connection with this Agreement or the provision of Services (excluding loss or damage to real or personal property, or personal injury to persons), and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to the value of the Services provided; and
  - iii) ALS's cumulative liability to the Client for any loss or damage to real or personal property whatsoever which arises under or in connection with this Agreement or the provision of Services, and whether by way of an indemnity or statute, in tort (for negligence or otherwise), or on any other basis in law or equity, is limited to \$5 million in aggregate.

### 5. CLIENTS OBLIGATIONS

- a) The Client will ensure that all personnel, information, samples, access to site facilities, assistance, records, documentation and facilities needed by ALS to perform the Services, are available when reasonably required by ALS.
- b) The Client will give written notice to ALS of all known safety or health hazards and special procedures applicable to the performance of the Services, and the safe handling, testing, storage, transport and disposal of samples submitted to ALS (including whether or not the disposal of samples may cause contamination) or the Client's facilities or infrastructure in which ALS is partly or wholly performing the Services. ALS may in its absolute discretion, refuse to provide part or all of the Services where it determines that the provision of part or all of the Services may pose a health or safety hazard.





- c) The Client must take all necessary steps to remove or remedy any known safety or health hazards, or any obstacles to or anything that is likely to interrupt the performance of the Services by ALS.

#### **6. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

- a) All ALS IP will remain the property of ALS. ALS grants to the Client a world-wide, non-exclusive, royalty free licence to use ALS IP for the purpose agreed to between the Client and ALS to the extent that it is needed for the enjoyment and benefit of the Services.
- b) Neither ALS nor the Client will disclose Confidential Information of the other party to any third party without the prior written consent of the other party, unless required by law or the rules of a relevant stock exchange. ALS and the Client will only use Confidential Information of the other party for the purpose of the supply of the Services.
- c) Any report, findings, results, statement, certification issued by ALS (**ALS Report**) is issued on the basis of testing of samples or materials, information, or documents provided by, or on behalf of, the Client. The Client will indemnify and hold harmless ALS, its officers, employees, agents and subcontractors for any claim whatsoever in relation to any ALS Report arising from unclear, erroneous, incomplete, misleading or false information provided to ALS; or arising from any incorrect or defective materials or samples provided to ALS.
- d) Each ALS Report is:
  - i) issued using detection limits and confidence intervals inherent in ALS's testing methodology;
  - ii) contains ALS's results and opinions (if provided) on those samples or specific materials only;
  - iii) solely for the benefit of the Client, its officers and employees; and
  - iv) prepared at the request of the Client for the purpose agreed between the Client and ALS, and the Client may disclose the report to a third party for that purpose only, but ALS does not accept any responsibility or liability (including, without limitation, liability for negligence) to that third party.
- e) The Client indemnifies ALS, its directors, employees, agents, consultants, contractors, successors in title and assigns against any claim made against any or all of them by third parties arising out of either the disclosure of any ALS Report, directly or indirectly by the Client, to a third party; or any reproduction or publication of an extract of any ALS Report.
- f) The Client acknowledges and agrees that any action, inaction, or decision of the Client in response to the ALS Report will be determined by the Client. Neither ALS nor any of its officers, employees, agents, or subcontractors will be liable to the Client or any third party for any action or inaction of the Client in response to any ALS Report.

#### **7. TERMINATION**

- a) ALS may suspend or terminate its obligations under this Agreement if (a) monies payable to ALS by the client are outstanding 60 days or more (unless otherwise agreed) after the date of invoice, (b) other substantial breach by the Client of their obligations under the Agreement, which breach is not remedied within 30 days of written notice the breach to be remedied, or (c) by giving the Client 60 days written notice of ALS's intention to terminate.
- b) The Client may terminate its obligations under this Agreement in the event of a substantial breach by ALS of its obligations under the Agreement, which breach has not been remedied within 30 days of written notice to ALS.
- c) If ALS, acting reasonably, suspects that the Client is insolvent or is having difficulties paying its debts as and when they become due, or the Client is insolvent, ALS may give written notice to the Client of ALS's intention to immediately suspend or terminate its obligations under this Agreement.
- d) In the event of termination, ALS is entitled to be paid for all work performed before the date of termination and for any unavoidable commitments entered into by ALS before the date of termination.

#### **8. MISCELLANEOUS**

- a) Any provision of this Agreement that is illegal, invalid or unenforceable will be severed to the extent that it is illegal, invalid or unenforceable, with the remainder of the Agreement continuing in full force.
- b) This Agreement is governed by the law of the state or territory in which the Services are provided, and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that place.
- c) ALS will retain Client hard copy data for three (3) years only from the date of the final ALS Report.

#### **9. DEFINITIONS**

- a) **ALS** means Australian Laboratory Services Pty Ltd ACN 009 936 029, and each of its related bodies corporate (as defined in the Corporations Act 2001 (Cth)).
- b) **ALS IP** means all intellectual property and proprietary rights (whether registered or unregistered) owned by ALS prior to performance of the Services, developed by ALS in performance of the Services, or developed by ALS outside of, or after, performance of the Services, and without limitation includes business names, trade or service marks, any right to have information (including confidential information) kept confidential, patents, patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, databases, know-how, logos, designs, design rights, copyright and similar industrial or intellectual property rights.
- c) **Client** means the entity to which the accompanying tender, quotation, letter, fax or email is addressed.
- d) **Confidential Information** means all information in relation to a disclosing party, its business, operations, products, processes, customers, suppliers or contractors which is or might reasonably be considered by the disclosing party to be confidential, including all technical data, formulae, specifications, diagrams, plans, drawings, sketches, designs, business plans and reports, business methods and systems, business records, production information, unpublished financial accounts and reports, discount and supply agreements, subcontractor lists, customer lists, except to the extent that such information is lawfully in the public domain.
- e) **Services** means the services described in the accompanying tender, quotation, letter, fax or email.