

**WRITTEN CONSENT IN LIEU OF MEETING OF  
THE BOARD OF MANAGERS OF  
EUROFINS EATON ANALYTICAL, LLC**

The undersigned, being all of the members of the Board of Managers (the "**Board**") of **Eurofins Eaton Analytical, LLC**, a Delaware limited liability company (the "**Company**"), do hereby consent to the adoption of the following resolutions of the Board and to the actions authorized thereby effective February 27, 2018:

**Acceptance of General Terms and Conditions of Sale**

**RESOLVED**, that the Company's General Terms and Conditions of Sale ("**GTS**") substantially in the form of the GTS annexed hereto as **Exhibit A**, be, and they hereby are, approved and ratified in all respects, and it is

**FURTHER RESOLVED**, that all prior actions of the managers or officers of the Company, or of any employee of the Company acting under the direction of such managers or Company, in connection with the foregoing resolution shall be, and they hereby are, ratified, approved, and confirmed in all respects.

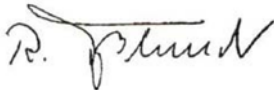
**IN WITNESS WHEREOF**, the Board has caused this instrument to be executed as of the date first set forth above.

**BOARD:**



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Paul Wise



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Ralf Fassbender

**Exhibit A**

General Terms and Conditions of Sale

## **General Terms & Conditions of Sale (USA)**

### **1. Area of Application**

1.1 All Orders accepted by “Eurofins Eaton Analytical, LLC, (“EEA”) will be governed by these General Terms and Conditions of Sales (the “Terms and Conditions”), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EEA is accepted by EEA. An order placed with EEA is considered as accepted by EEA when (a) EEA proceeds to fulfil that order, without need for any written confirmation from EEA or (b) EEA accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the President of EEA), employee, agent or subcontractor of EEA has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EEA, unless it is in writing and signed by the President of EEA.

### **2. Placement of Order**

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using EEA-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to EEA quoting the customer reference. EEA is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the President of EEA, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EEA will be treated as a separate contract between EEA and the customer

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

### **3. Price and Terms of Payment**

3.1 Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs as set forth in Quote Number: 81003488–2, dated August 29, 2022

3.2 Unless specifically agreed to in writing by EEA in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may carry interest at the rate (.067%) Per month .

3.3 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior written agreement from EEA. The customer undertakes to provide bank account details.

### **4. Duties of Customer in Delivering Samples or Materials**

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without undue difficulty. EEA is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated – for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded – EEA shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by EEA to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EEA premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform EEA personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EEA premises, instruments, personnel and representatives related to the contamination.

### **5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of EEA to the extent necessary for the performance of the order. Unless the customer pays for storage, EEA shall have no obligation or liability for samples sent to EEA for storage, including samples requiring refrigeration. If the customer pays for storage, EEA will take commercially reasonable steps to store the samples, according to professional practice.

5.2 EEA can dispose of or destroy samples immediately after the analysis has been performed, unless EEA and the customer have agreed in writing on the terms of EEA's retention of the sample. EEA also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for EEA arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, EEA will return them to the customer, at the customer's cost and risk.

### **6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EEA. Nevertheless, EEA shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed. Hardcopy invoices or results incur an additional handling charge.

### **7. Transfer of Property**

7.1 Title in any analysis results, products, equipment, software or similar supplied by EEA to the customer will remain with EEA until all invoices in respect thereof have been paid by the customer in

full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if EEA has accepted and begun to fulfil an order, EEA has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EEA, whether for that or any other order.

7.2 Even after payment in full by the customer, EEA shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

## **8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to EEA in accordance with the current state of technology and methods developed and generally applied by EEA and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but EEA cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. .

8.2 Each analytical report relates exclusively to the sample analyzed by EEA. If EEA has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed EEA recommendations, EEA shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to EEA for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by EEA, EEA accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EEA. EEA will use commercially reasonable care in handling and storing samples, but EEA shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to EEA that all samples sent to EEA for analysis are safe and in a stable condition and undertakes to indemnify EEA for any losses, injuries, claims and costs which EEA, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform EEA in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and EEA. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EEA harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

## **9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) EEA (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EEA partners and affiliates, the "EEA Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EEA Indemnifying Party's negligent or wilful misconduct in connection with the performance of an order and then, only if EEA has received written notice thereof not later than two (2) years after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EEA Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to ES' services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the EEA Indemnifying Party's negligent or wilful misconduct in connection with the performance of the order and (ii) ten times the amount EEA actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The EEA Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of EEA' acceptance of an order that the customer indemnifies the EEA Indemnifying Parties for any losses, injuries, claims and costs which the EEA Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EEA Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

## **10. Repeated Analysis**

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if EEA has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

## **11. Force Majeure**

EEA cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EEA' reasonable control, or which result from compliance with governmental requests, laws and regulations.

## **12. Confidentiality & Processing of Customer Data**

12.1 EEA shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 EEA shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to EEA' rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are not to be publicly disclosed or exploited without the prior written consent of EEA, unless required by law. Even if such written consent is given by EEA, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on such results and (b) hereby agrees to indemnify the EEA Indemnified Parties against any liability which the EEA Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

## **13. Disclaimer and Miscellaneous**

**13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EEA ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EEA CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.**

13.2 These Terms and Conditions may be modified in writing from time to time by EEA and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EEA accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EEA or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

#### **14. Governing Law/ Jurisdiction**

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of the city and State in which the registered office of the EEA company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.

December 07, 2023

James Griffith  
Greenfield Water Utility  
451 Meek Street  
Greenfield, IN 46140  
jgriffith@greenfieldin.org | Tel: (317) 538-3753

Subject: Analytical Services Proposal - UCMR5: Greenfield Water Utility IN5230004  
Eurofins Eaton Analytical, LLC. Quotation Number 81003488

Dear James Griffith,

We appreciate the opportunity to provide your company with a quotation for your UCMR5 project. Eurofins Eaton Analytical has a unique combination of full service capabilities, technical expertise, local service options, and online resources necessary to ensure successful project outcomes. Highlights of our service offering includes:

- **MyEOL:** a web portal offering you customizable, real time access to data trending, compare data to industry or project limits, track COCs, invoices, reports and much more.
- **Network of Laboratories:** our services provide access to an unparalleled spectrum of capabilities, capacity and turnaround time options, guaranteed accreditation coverage, all through a single point of contact.
- **IDEM and State Reporting Deliverables/Customizable EDDs:** high resolution, text searchable reports are available in virtually any format.
- **Extensive Experience:** Project Managers with in-depth knowledge of regulatory requirements and analytical protocols and procedures.
- **Nationwide Logistical Support:** bringing you courier network service centers and shipping options throughout the U.S. and abroad so that we can meet any project needs in Indiana. **OPTIONAL COURIER PICK UP SERVICE ON MONDAY OF EVERY MONTH COST \$50.00 IN ACCORDANCE WITH OTHER LOCAL CLIENT PICKUP. OTHERWISE, THIRD PARTY SHIPMENT RECOMMENDED SUCH AS FEDEX.**
- **Seamless Reporting:** a guarantee that you receive a concise single PDF report incorporating all analyses into one document.

The following quotation includes an itemized of analytical methods, reporting limits, fees and other detailed notes and clarifications specific to your project. Resulting work is subject to Eurofins Eaton Analytical's Standard Terms and Conditions, unless otherwise agreed upon in writing.

We thank you for considering Eurofins Eaton Analytical. We look forward to working with you.

Sincerely,

Mike Murphy  
Account Manager-South/Midwest  
Michael.Murphy@ET.EurofinsUS.com



Eurofins Eaton Analytical South Bend  
110 S Hill Street  
South Bend, IN 46617

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James Griffith  
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Greenfield, IN 46140  
jgriffith@greenfieldin.org | Tel: (317) 538-3753

Prepared by: Murphy, Michael J  
Date: 12/7/2023 Expiration Date: 12/31/2024

**Project: UCMR5: Greenfield WU IN5230004**

**Quote Number: 81003488 - 9**

**Entry Point Field Samples**

**TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Drinking Water	200.7 UCMR5	UCMR5: Lithium	4	\$ 35.00	\$ 140.00
Drinking Water	533	UCMR5: 25 PFAS Compounds	4	\$ 265.00	\$ 1,060.00
Drinking Water	537.1 UCMR5	UCMR5: 4 PFAS Compounds	4	\$ 240.00	\$ 960.00
<b>Total Entry Point Field Samples</b>					<b>\$ 2,160.00</b>

**Entry Point Field Reagent Blanks**

**TAT: 15\_Days (Business Days)**

Matrix	Method	Test Description	Quantity	Unit Price	Extended Price
Drinking Water	533	UCMR5: 25 PFAS Compounds (FRB)	0	\$ 265.00	\$ 0.00
Drinking Water	537.1 UCMR5	UCMR5: 4 PFAS Compounds (FRB)	0	\$ 240.00	\$ 0.00
<b>Total Entry Point Field Reagent Blanks</b>					<b>\$ 0.00</b>

**Quote Other Charges**

Description	Quantity	Unit Price	Extended Price
Sample Kit Delivery	4	\$ 0.00	\$ 0.00
Services - Return Shipping	4	\$ 0.00	\$ 0.00
Deliverable - Level II QC Report	4	\$ 0.00	\$ 0.00
EDD Validation/Upload	4	\$ 0.00	\$ 0.00
<b>Total Other Charge</b>			<b>\$ 0.00</b>

**Total Other Charges**

**\$ 0.00**

**Total Analysis Charges**

**\$ 2,160.00**

**Grand Total for Quote 81003488**

**\$ 2,160.00**

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

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110 S Hill Street  
South Bend, IN 46617

**Prepared for:**

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Greenfield Water Utility  
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Greenfield, IN 46140  
jgriffith@greenfieldin.org | Tel: (317) 538-3753

Prepared by: Murphy, Michael J  
Date: 12/7/2023 Expiration Date: 12/31/2024

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## PROJECT DETAILS

### Acceptance Signature

Submitted by: Mike Murphy by electronic signature

Accepted By: \_\_\_\_\_

RECEIPT OF SAMPLES BY EUROFINS EATON ANALYTICAL CONSTITUTES ACCEPTANCE OF THE TERMS & CONDITIONS BELOW, NOT WITHSTANDING ANY PROVISIONS TO THE CONTRARY IN CLIENT'S PURCHASE ORDER, UNLESS AN ALTERNATIVE AGREEMENT HAS BEEN SIGNED BY US.

### PFAS Blank

Field Reagent Blank (FRB):

The FRBs are prepared by Eurofins Eaton Analytical and include an FRB sample bottle filled with reagent grade water and preservatives plus a second, empty FRB sample bottle. At the sampling site, open the FRB bottle and pour the reagent water into the second sample bottle. FRBs are required by the method but the number of FRBs to collect (for each site, for each representative sample or not at all) is at the discretion of the customer and/or regulator overseeing the project. [Non-UCMR]

FRB supplies (bottles and reagent water) are provided at no charge with every cooler. If the correlating field sample tests positive for any PFAS analyte, then the FRB is tested and billable at the sample unit rate.

### Terms of Services

#### **Confidentiality -**

This quote has been prepared by Eurofins Eaton Analytical, LLC solely for the use of the customer to whom it is addressed in evaluating Eurofins Eaton Analytical's qualifications and capabilities in connection with a particular project. The user of this document agrees by its acceptance to return it to Eurofins Eaton Analytical upon request and not to reproduce, copy, lend, or otherwise disclose its contents, directly or indirectly, and not to use it for any purpose other than that for which it was specifically provided. The user also agrees that where consultants or other outside parties are involved in the evaluation process, access to this document shall not be given to said parties unless those parties also specifically agree to these conditions. In the absence of signed acceptance, the submittal of samples will indicate acceptance of this quotation.

#### **Terms and Conditions -**

This quotation is based solely upon Eurofins Eaton Analytical's standard product (routine QA/QC, detection limits, deliverables, and standard turnaround times) and noted exceptions herein. The discounts incorporated into the pricing are based on the sample quantity, test method, and schedule quoted. Any deviations may impact pricing and/or the acceptance of work. Final acceptance of this work is contingent upon a mutually agreed Sample Delivery Schedule. All sales are subject to Eurofins Eaton Analytical's Terms and Conditions **unless alternative terms have been agreed to in writing**. Submittal of samples will indicate acceptance of this quotation.

Relinquishment of samples constitutes a valid purchase order from the client company to Eurofins Eaton Analytical, its affiliates, and subcontractors. It assigns standard terms and conditions of service. Eurofins Eaton Analytical standard payment terms are net 30 days upon credit approval. If not approved, advanced payment will be required. Eurofins Eaton Analytical will be liable only for the cost of samples and shall not assume any responsibility for any losses or expenses incurred by the client if such losses are due to circumstances beyond the control of Eurofins Eaton Analytical.

#### **Quote Expiration -**

Pricing listed in the proposal will expire **90 days** from the quote date unless the project is awarded/confirmed within that time period. Unless otherwise set forth in this quotation, Eurofins Eaton Analytical reserves the right to re-evaluate pricing for extended length projects on an annual basis.

#### **SERWM -**

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

### PROJECT SETUP

#### Coolers and Sampling Supplies -

- **Sampling Supplies:** Eurofins Eaton Analytical will provide sample containers and coolers to support the sampling of water samples. Additional sampling containers may be provided (up to 10%) in case of breakage. Eurofins Eaton Analytical expects that samples and supplies will be returned to the lab, including empty coolers and a reasonable percentage of the projected sample load - 90% or higher of the expected/quoted sample number. Kits not received back by the projected deadline or as agreed with the PM will be billed at the current market rate.
- **Sample Container Shipping:** The containers and preservatives required by the project shall be delivered via ground transportation within the contiguous USA. A minimum of 7 **business days** advance notice is required in order to achieve shipment by ground transportation. Supply shipments outside of the contiguous USA or requiring priority delivery due to insufficient lead time for ground transportation shall be charged to the client at Eurofins Eaton Analytical's cost. Alternatively, Eurofins Eaton Analytical can ship the supplies via the carrier of choice by the client using the client's shipping account.

Eurofins Eaton Analytical does not supply wet ice or blue ice for shipments.

Unused sample containers cannot be returned to Eurofins Eaton Analytical for reuse due to possible contamination.

#### Courier Services and Sample Pick-Up -

Courier Services are offered by some Eurofins Eaton Analytical facilities. Where offered, the cost of the services will vary based on the distance traveled, the scope of the project being supported, and whether sufficient notice (typically 2 business days) is provided to facilitate efficient scheduling. If no details are described in this quotation and you are interested in learning more about courier options, please contact your Client Relations Manager or Project Manager to inquire about availability and cost.

When using Eurofins couriers there may be additional stops before returning to the lab so a delay in initiation of testing is possible.

#### Sample Drop-offs and Container Pick-ups -

Sample drop-offs and container pick-ups are available in our Pomona laboratory Monday through Friday from 7:30AM - 7:00PM; Saturday 9AM - 3PM, excludes holidays.

Sample drop-offs and container pick-ups are available in our South Bend laboratory Monday through Friday from 8AM - 4PM.

#### Minimum Log-In Charges -

Eurofins Eaton Analytical's minimum charge is **\$250** for a group of samples received together for analysis. Our minimum invoice value is \$250.

These terms will be enforced unless previously negotiated in a contract.

#### QC Limit Disclaimer -

The laboratory's reporting limits, detection limits, and control limits are subject to change as these values are updated periodically to reflect analytical sensitivity and capability.

#### Turnaround Time -

- **Quoted Turnaround Time** - Data will be delivered at the proposed turnaround time in Business Days from Sample Receipt unless otherwise agreed upon. TAT begins the day the laboratory performing analyses receives the samples (day of lab receipt = day zero) and all CoC discrepancies are resolved.

Samples received after 4:00PM or anytime on Saturday will be considered received the next business day.

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For samples that require subcontracting, the TAT starts the first business day that the samples are received at the subcontract laboratory.

Samples will only be accepted with a legible and complete CoC.

All samples should be shipped to the lab on the day they are collected.

- **Expedited Turnaround Time:** Expedited turnaround times may be available and must be pre-approved by the laboratory. Expedited turnaround delivery is contingent upon meeting the agreed upon delivery date/time and number of samples. Samples received after 4:00PM or anytime on Saturday will be considered received the next business day. Results will be provided via e-mail or TotalAccess by close of business in the lab's time zone unless another time has been agreed to in advance.

Expedited turnaround time surcharges for standard analyses are:

- 5 Business Days TAT = 1.5 x listed unit price
- 2-3 Business Days TAT = 2.0 x listed unit price

Different surcharges may apply for specialty analyses. These will be provided in your quotation. Weekend TAT can be arranged on a project-specific basis at an additional cost. Please contact your PM to inquire about availability and cost.

- **Holding Time Disclaimer:** Every effort will be made by the laboratory to meet method and regulatory holding times for an analysis. The laboratory will accept and attempt to run analysis within holding time regardless of the difference between the holding time and the receipt time.

However, the laboratory will not consider itself at fault for missed holding times if the laboratory receives samples that require tests with less than 96hrs holding times when the samples were not shipped on the same day of sampling and/or if the samples are received with less than 1/2 of the holding time remaining.

## PROJECT DELIVERABLES

Eurofins Eaton Analytical will provide two analytical report formats, a final report in PDF format and a standard Eurofins Eaton Analytical EDD. Both electronic report formats will be delivered via email or web portal. If additional formats or retroactive deliverables are requested, costs of report generation will be billable. Charges will be based on labor and materials cost of report generation and data retrieval. Please contact your PM to inquire about availability and the price of additional deliverables.

- **Report Format:** Unless a Level III or IV deliverable is specifically listed on the pricing page, this quotation includes delivery of a Level I or II report. Level III or IV reports are available at an additional charge. Please note that level III and IV reports are not available for Pharmaceuticals and Personal Care Products (PPCP).
- **Electronic Data Deliverable (EDD) Format:** Eurofins Eaton Analytical has many EDD formats available to our clients including the most widely used commercial formats. Eurofins Eaton Analytical offers data using a standard EDD. Other EDD formats are available for a minimal cost of \$25 per format (if not included as part of the report options listed in the quotation). The development of EDD formats that are not already available, including modification to existing formats to fit client specific needs, can be provided for a fee starting at \$100. Additional fees will be estimated by the lab and approved by the client. Additional programming fees are billed at \$50/hour.

## PROJECT SPECIFICATIONS

### Cancellation Fee -

A fee will be charged for the cancellation of samples/analyses after a project is received in the laboratory. The fee will be based on the status of analysis at the time of cancellation in accordance with the following categories:

- Received - 35%
- Prepped - 50%
- Analyzed - 95%

### Changes in Scope and Work Revisions -

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Project requirements must be agreed upon prior to sample receipt. Samples will be logged according to the chain of custody received with the samples. Changes after initiation of the project will be subject to additional charges, including labor time required to reset project, communicate changes to laboratory staff, and rework data. Turnaround time will be reset or rush surcharges will be assessed where applicable. Analyses added with less than 1/2 of the analytical hold time remaining will incur rush turnaround charges. Your project manager will evaluate project specific charges at the time a change order is received.

**Held Samples -**

- **Held samples not analyzed:** Samples submitted on hold will be billed at 35% of the analysis fee (minimum \$5/sample). If samples are later analyzed, the handling fee will be waived and only the analysis price will be charged. Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extracted/Prepped and Held samples:** Samples submitted for prep and hold will be billed at 60% of the analysis fee for each prepped sample (minimum \$30/sample). Samples taken off hold with less than 1/2 of the analytical hold time remaining may incur rush turnaround charges. Samples will be disposed of 30 days after the report for analyzed samples in the same job is issued, unless alternate archival arrangements are made in advance.
- **Extended archival of samples:** Extended archival of samples (including held samples) may be available for a fee starting at \$2 per container per month (minimum \$10/sample). This fee will be billed in advance on a quarterly basis for every quarter after the standard sample retention time of 30 days after the report is issued. Fees for larger volumes, non-standard matrices or cold storage will be negotiated on a case-by-case basis. Please contact your PM to inquire about availability and pricing for samples that are sent to the lab and archived.

These terms will be enforced unless previously negotiated in a contract.

**Matrix Spike/Spike Duplication (MS/MSD) Samples -**

When MS/MSDs are not specifically requested, Eurofins Eaton Analytical will strive to perform the required QC using whatever sample is available but will not report the QC results unless the client requests it. The reporting of client requested MS/MSD results will be charged at applicable unit rates. If MS/MSDs are specifically required or requested, the client must provide additional sample volume.

**Multiple Dilutions Analyzed -**

Eurofins Eaton Analytical strives to analyze samples without dilution or with the minimum dilution required. Samples are diluted to bring the primary analyte within the calibration range of the instrument, to compensate for matrix co-extractives, or to prevent instrument contamination. Eurofins Eaton Analytical will report the analytical run containing the highest concentration component/analyte in the sample within the calibrated (quantifiable) range of the method. Analytical screening runs are not reported. If project specific data quality objectives require additional runs, analyses will be billable unless otherwise noted in this quote. Please contact your PM to inquire about the availability of this service for your project.

**Sample Disposal -**

Eurofins Eaton Analytical will dispose of non-hazardous samples, sample extracts and digestates 30 days after the final report is issued. Charges for disposal of non-routine or uniquely hazardous samples 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.

**Special Sample Handling Fees -**

Unit prices assume that samples are a single-phase matrix and that analyses can be performed in accordance with the laboratory's standard analytical procedures. If additional handling is required, additional fees may apply. Examples of special handling include (but are not limited to):

- Matrices requiring additional dilutions or special clean up steps
- Multiphasic samples requiring separate preparations and/or analyses
- Particle size reduction or special sub-sampling procedures

Eurofins Eaton Analytical South Bend  
110 S Hill Street  
South Bend, IN 46617

Prepared for:  
James Griffith  
Greenfield Water Utility  
451 Meek Street  
Greenfield, IN 46140  
jgriffith@greenfieldin.org | Tel: (317) 538-3753

Prepared by: Murphy, Michael J  
Date: 12/7/2023 Expiration Date: 12/31/2024

**Project: UCMR5: Greenfield WU IN5230004**

**Quote Number: 81003488 - 9**

- Extra disposal costs for unique waste streams

#### **Trip Blanks -**

Eurofins Eaton Analytical typically provides trip blanks with our sample kits where required. When samples are received at the laboratory with trip blanks, the lab will analyze, report and charge the unit rate for the analysis. Please add this sample to your chain of custody. If you do not want the trip blank analyzed, please note this on the COC.

#### **ADDITIONAL BUSINESS TERMS AND CONDITIONS**

##### **Field Parameters -**

pH, Temperature, and Dissolved Oxygen analyses, along with Residual Chlorine screening, are properly performed and treated in the field at the time of sample collection. Laboratory analysis may result in a holding time exceedance qualifier.

##### **Network or Subcontract Labs -**

- Networking: Eurofins Eaton Analytical reserves the right to perform the services at any laboratory in the Eurofins network.
- Subcontracting: Eurofins Eaton Analytical reserves the right to subcontract services ordered by the Client to another approved laboratory or laboratories, if, in Eurofins Eaton Analytical's sole judgment, it is reasonably necessary, appropriate, or advisable to do so. Eurofins Eaton Analytical will make every effort to notify the client prior to delivering samples to an out-of-network laboratory. Eurofins Eaton Analytical will in no way be liable for any performance issues, TAT, or changes to quoted pricing that may arise during the course of this project at this laboratory.

##### **Price Surcharge Due to Sample Volume -**

Unless dictated by contract, this quotation is based on the scope of work defined in the quote request. If the volume of samples submitted is less than 80% of the projected volume, a surcharge of 10% of the total project cost may be assessed.

##### **Professional and Administrative Services -**

A variety of professional and administrative services are available. Prices for services not specifically detailed in this quotation will be billed in accordance with Eurofins Eaton Analytical's Professional Rate Schedule.

##### **Taxes -**

Where reports are issued in or delivered to a state that assesses sales tax on Eurofins Eaton Analytical's services, applicable sales taxes will be added to the invoice as required by law, unless an appropriate sales tax exemption form is on file with Eurofins Eaton Analytical.

##### **Discontinued Methods -**

If a listed method is discontinued by Eurofins Eaton Analytical, samples requiring that method may be subcontracted with permission from the client. Eurofins Eaton Analytical, however, will not honor the quoted prices if samples are subcontracted.

Thank you for your interest in becoming a valued client of Eurofins Eaton Analytical, LLC.

Attached is our standard Onboarding Packet which needs to be completed and returned to Brianne Nehring via email at [Brianne.Nehring@ET.EurofinsUS.com](mailto:Brianne.Nehring@ET.EurofinsUS.com):

- Customer Project Information Form
- Copy of W-9 or please provide your EIN: \_\_\_\_\_
- A completed Credit Card Payment Form (if you wish to keep a credit card on file).
- Signed Quote (received separately from your Account Manager)

If there are any questions or concerns regarding anything in these forms, please contact the Account Manager for your account immediately. Depending upon the nature of the concern or request, additional forms may be required, these will be provided to you as needed.

Eurofins Eaton Analytical, LLC adheres to standard Net 30 terms. Please reference the General Terms and Conditions of Sale included in this packet for additional information. If you have any questions about forms of payment, please contact Ashley Hooley via [Ashley.Hooley@ET.EurofinsUS.com](mailto:Ashley.Hooley@ET.EurofinsUS.com) or call at 574-472-5536. Thank you!

Paying by credit card is now easy!

- Click the link: <https://smartpay.profitstars.com/express/CUS032EEA>
  - Select "Pay Now"
  - Enter your Eurofins Billing Code in the Description field
  - Enter the Invoice Number field
- \*Please note, if you wish to have your credit card automatically charged at the time the invoice is created, simply fill out the form on page 4, and we will set up the account accordingly.**

Eurofins Eaton Analytical, LLC <b>CUSTOMER PROJECT INFORMATION</b>			
COMPANY NAME:			
Primary Contact:			
Address:			
City:	State:	ZIP Code:	
Phone:	Email:		
SHIPPING CONTACT – if different from Primary			
Shipping Contact:			
Address:			
City:	State:	ZIP Code:	
Phone:	E-mail:		
BILLING CONTACT – if different from Primary			
Billing Contact:			
Address:			
City:	State:	ZIP Code:	
Phone:	Email:		
NAME AND EMAIL OF ADDITIONAL REPORT/INVOICE CONTACTS			
		Copy of report	Copy of Invoice
Name:	E-mail:	<input type="checkbox"/>	<input type="checkbox"/>
Name:	E-mail:	<input type="checkbox"/>	<input type="checkbox"/>
Name:	E-mail:	<input type="checkbox"/>	<input type="checkbox"/>
Turn Around Time:	Standard 10 business days <input checked="" type="checkbox"/> (most projects)	Rush: <input type="checkbox"/>	Rush charges will apply and are not available on all tests. Consult with your Project Manager in advance.
Report Deliverables:	Standard Report <input type="checkbox"/>	Standard Report + QC <input type="checkbox"/>	Other: Please describe <input type="checkbox"/>
Do you need:	EDD <input type="checkbox"/>	PDF <input type="checkbox"/>	State Forms <input type="checkbox"/> Other <input type="checkbox"/>
ADDITIONAL DOCUMENTS NEEDED			
W-9			
Signed Quote (if applicable)			
Purchase Order (if required)			
<b>EUROFINS EATON ANALYTICAL ADHERES TO NET 30 DAY PAYMENT TERMS. OTHER TERMS MUST BE AGREED UPON IN WRITING BY BOTH PARTIES BEFORE WORK COMMENCES.</b>			
Authorized Signature:			Date:



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or distributions)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**CREDIT CARD PAYMENT FORM**

**Date:** \_\_\_\_\_ **Customer ID:** \_\_\_\_\_  
**To:** Accounts Receivable **From:** \_\_\_\_\_  
**Company:** Eurofins Eaton Analytical, LLC **Company:** \_\_\_\_\_  
**Fax:** (866) 988-3757 **Fax:** \_\_\_\_\_  
**Phone:** 574-472-5536 **Phone:** \_\_\_\_\_  
**Email:** [Ashley.Hooley@ET.EurofinsUS.com](mailto:Ashley.Hooley@ET.EurofinsUS.com) **Email:** \_\_\_\_\_

Do you need a copy of the receipt: \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_ Hard Copy Total

No. of Pages Including Cover: \_\_\_\_\_

**CREDIT CARD INFORMATION**

Credit Card #: \_\_\_\_\_  
Cardholder Name: \_\_\_\_\_  
CVV Code: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_  
Statement Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_

**Please check here if you would like your credit card billed monthly.**

Invoice	Amount

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you receive this in error please contact the sender and destroy this information. **Payments will be processed within 5 business days.**

**Eurofins Eaton Analytical, LLC – Accounts Receivable**  
941 Corporate Center Dr. 110 South Hill Street  
Pomona, CA 91768 South Bend, IN 46617  
(626) 386-1100 (574)233-4777