



LIMITATIONS OF LIABILITY

Mississippi State Chemical Laboratory (MSCL) performs analytical services with reasonable care and diligence standard to the analytical laboratory industry. In the event of an error or material deficiency in the performance of its duties, the discretion and exclusive responsibility of MSCL shall be to again perform the laboratory analysis at its expense. MSCL shall have no liability whatsoever. Any claims of error or material deficiency in the performance of its duties are to be reported to MSCL within thirty (30) days of discovery, but no later than one (1) year from the date of performance of the analytical services. In no event shall MSCL be liable, whether in contract, in tort or otherwise, for any incidental, consequential or special damages, including but not limited to damages in any way connected with the use or interpretation of analyses and additional information provided by MSCL. Our representation for the work is limited to the accuracy of analyses of samples as received. We assume no responsibility for the purposes for which the client uses the test results, nor liability for any other warranties, expressed or implied, including warranties of fitness for a particular purpose or for merchantability made by the client. Results relate to the specific items tested, the accuracy of the information provided, and as the samples are received. The Report of Analysis provided is considered a simplified report; Measurement of Uncertainty, Detection Limits and Analysis Date are available for each test upon request. These terms and conditions shall supersede any conflicting terms and conditions stated on any purchase order, or other order of work submitted by the client. Without prejudice to the foregoing, MSCL liability is controlled by Sections 11-46-1, et seq., Mississippi Code.

DISCLAIMER AND ASSUMED CLIENT RESPONSIBILITY

Except as provided above, MSCL has provided no expressed or implied warranty of merchantability or fitness for any particular purpose concerning the services and related reports furnished by MSCL.

All samples must be submitted with a completed and properly executed Chain-of-Custody/Sample Submission Form (COC/SSF) record. The COC/SSF record should be filled out in ink. In addition to name, address and contact information, additional information that must be included on the COC/SSF form in order for it to be considered complete includes:

For all submitted samples:

1. Samples must be received in the appropriate containers referenced in WS-118 Sample Submission Guide and be in good condition without any visible signs of damage or contamination.
2. Sufficient sample volume must be received within the holding time defined by the regulatory agency, to perform the analyses/methods requested.
3. All samples and sample containers must be properly labeled with a sample ID (limited characters), sample date and time for each sample and sample container and be in agreement with the COC/SSF record.
4. Sample labeling must be completed using waterproof labels and permanent ink markings.
5. Environmental samples require thermal preservation. Temperature for sample shipment/storage should be 2-60 °C (36-140°F) . It is the responsibility of the person collecting and packaging the samples to make sure the temperature requirements are met.
6. Please note on the COC/SSF if samples may be hazardous or highly contaminated.
7. Sample name should be one you wish to see in the final report.

HAZARDOUS SAMPLE DISPOSAL FEE: Samples that require special handling and disposal will be assessed a charge based on sample size and NFPA codes and regulations.

Note: Samples not submitted in accordance with the above procedures are required to be “flagged” by detailing the discrepancy on the final report in accordance with accreditation requirements.

****By signing below I understand that I am relinquishing the samples to the MSCL and accept the terms and conditions.**

Signature

Date

Time