

SAMPLE SUBMISSION FORM

An AASHTO Accredited Laboratory – Aggregates, Cement & Concrete



CTLGROUP USE:

SHIPPING:

Attention: _____ Date Submitted: _____

Shipped: FedEx UPS USPS Walk-In Other: _____

Delivery Date: _____ Tracking No.: _____ No. Pkgs: _____

CTLGroup Proj. No. _____

CONTACT INFO:

Submitter's Name: _____

Title: _____

Company: _____

Mailing Address: _____

City, State, Zip: _____

Country: _____

Phone: _____

Cell Phone: _____

Fax: _____

Email: _____

Send Results To: _____

Company: _____

Mailing Address: _____

City, State, Zip: _____

Country: _____

Phone: _____

Fax: _____

Email: _____

Final Report will be sent by Email. Hard copy available upon request.

Express mail service will be billed at cost plus 10%.

PAYMENT OPTIONS:

1) PURCHASE ORDER / INVOICE:

P.O. Number: _____

Send Invoice To: _____

Company: _____

Mailing Address: _____

City, State, Zip: _____

Country: _____

Email and Phone: _____

New Clients: Please enclose payment with your first order or complete the attached Credit Check Application

2) ADVANCE PAYMENT:

Check No.: _____ Check Amount: _____

3) CREDIT CARD:

Credit Card Type: VISA MasterCard AmEx

Cardholder's Name (print): _____

Credit Card Number: _____

Exp. Date: _____ (mm/yyyy) V-Code No.: _____

CC Billing Address: _____

City, State Zip: _____

Credit Card Payments: All CC information (above) & Authorized Signature (below) are required for CC payment.

SAMPLE HANDLING:

Number of Samples Submitted: _____

List all samples on second page. Attach additional pages as needed.

Are any samples Hazardous Materials? YES NO

Hazardous materials must be clearly marked on packaging and MSDS are required. After testing, hazardous materials will be returned or disposed of at submitter's expense.

Special Sample Storage?: _____

After testing, are samples to be: Returned? Or Discarded?

** Return shipping will be billed at cost plus 10% and time handling, unless a set fee has otherwise been agreed upon.

To use client's carrier for return shipping, please provide:

Carrier: _____ Act. No. _____

PROJECT BACKGROUND:

Reasons for testing or problem observed, if any: _____

Project Name: _____

Location: _____

Type of Structure: _____

Size & Age: _____

Is this a Litigation Case? YES NO

Nuclear Related Testing? YES NO

AUTHORIZATION:

By signing I indicate that this transaction shall be governed by CTLGroup's **Standard Terms and Conditions** (see attached), unless the parties have executed a Master Services Agreement (MSA) or other written agreement. In that event, the terms of the MSA or other written agreement will govern.

Amount Authorized: _____ (U.S. funds) Authorized Signature: _____

**Party responsible for payment must authorize work.
This signed Submission Form MUST accompany samples.
Testing will not be started until written authorization is received.**

Please attach relevant project documents (if applicable, specifications/mix design, photographs, test results by others, etc...).

CTLGROUP STANDARD TERMS AND CONDITIONS

SCOPE OF WORK. CTLGroup shall perform services in accordance with an Agreement with the Client, which may consist of CTLGroup's Proposal and these Standard Terms and Conditions. The scope of work, costs and time schedules, if any, defined in the Proposal are based on information provided by Client and shall be subject to the provisions of this Agreement. If this information is incomplete or inaccurate, or if Client directs change to the scope of work established by the Proposal, a written amendment to the Agreement equitably adjusting the costs and time schedules shall be executed by Client and CTLGroup as soon as practicable. Client is defined as the person or entity requesting and/or authorizing the work. In so doing, Client represents and warrants that he/she is duly authorized in this role, and is responsible for payment unless CTLGroup is notified in writing, before the charges are incurred, that the engagement is on behalf of another party. Acceptance of CTLGroup's Proposal signifies the acceptance of the terms of this Agreement.

PAYMENTS. Advance payment may be required before CTLGroup begins services. CTLGroup shall submit invoices monthly or upon completing services. Payment is past due thirty (30) days from the invoice date. Client shall notify CTLGroup in writing of any disputed charges and the reason therefor within 10 days of receiving the invoice. If by the due date the parties have not agreed on the disputed portion of the invoice, Client shall pay the undisputed portion. Client agrees to pay a late fee of one and one-half percent (1.5%) per month (or lower maximum legal rate) on all past due amounts. Client shall pay any collection expenses, reasonable attorney fees and court costs CTLGroup incurs to collect past due invoices. CTLGroup's rates may be increased annually.

STANDARD OF CARE. CTLGroup will perform its services under this Agreement in conformance with the care and skill ordinarily used by reputable members of its profession providing similar services under similar conditions at the same time. **NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, IS MADE OR INTENDED.**

SAFETY. CTLGroup is responsible solely for the safe conduct of its personnel in the performance of their duties. CTLGroup has no responsibility for the protection and safety of any other persons on and about the project site. Unless indicated otherwise in the Proposal, Client shall provide, at its expense, all facilities and labor necessary to afford CTLGroup personnel safe access to sampling, testing or observation locations in conformance with federal, state and local laws, ordinances and regulations. CTLGroup will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoring any resulting damage, or remedial work for patching sample areas. Unless access equipment is provided by CTLGroup, CTLGroup shall not be in charge of, and shall have no control or responsibility over, any aspect of the erection, construction or use of any scaffolds, hoists, cranes, stays, ladders, supports or other similar devices as defined and interpreted under any law, ordinance or regulation relating in any way to Project safety.

HAZARDOUS SUBSTANCES. If CTLGroup is to provide services in the general vicinity of a facility or area where any substance may exist which could be a potential hazard to human health, which Client knows of or reasonably suspects exists, Client shall immediately notify CTLGroup. Thereafter, CTLGroup is authorized by Client to take all reasonable measures, including suspending services or terminating the Agreement, if CTLGroup deems it necessary to protect its personnel. If samples collected or received by CTLGroup on behalf of Client contain any substance which may be hazardous to human health or the environment, CTLGroup will, at the completion of testing and at Client's sole expense and responsibility, return such samples to Client or, upon written request from Client, release them to a carrier for transport to a location selected by Client for disposal. CTLGroup's scope of services is confined to items described in the applicable proposal or statement of work. It does not include the identification, testing, removal, or remediation of any environmental pollutant, contaminant, hazard, toxin, condition, irritant, material or problem, including but not limited to molds, fungi, bacteria, mildew, mycotoxins, spores or other irritants of any kind (collectively "Contaminants"). If in the course of CTLGroup's services it observes any Contaminants, or fails to observe said conditions which were otherwise visually detectable, Client agrees CTLGroup shall have no liability to anyone relative to said conditions. Client agrees that CTLGroup will not be liable for the dispersal, discharge, release or saturation of any Contaminant into the atmosphere, or onto a surface in or around the area of CTLGroup's work.

HIDDEN CONDITIONS. If CTLGroup has reason to believe that a hidden condition may exist that adversely affects the performance of the structure, CTLGroup shall notify Client. Client shall authorize and pay for all costs associated with the investigation of such conditions. If Client fails to authorize such investigation, or if CTLGroup has no reason to believe that such a condition exists, Client shall be responsible for all risks associated with such condition. Client further agrees that if a claim, lawsuit, arbitration, mediation or other demand is made on CTLGroup directly or indirectly arising from or related to any Contaminant or hidden condition, Client shall indemnify and hold harmless CTLGroup from same.

DELAYS. CTLGroup shall not be considered in default under this Agreement if its performance is prevented or delayed by any cause which is beyond its reasonable control.

OWNERSHIP OF DOCUMENTS. With the exception of CTLGroup reports to Client, all documents, including field data, field notes, laboratory test data, calculations and analyses, prepared by CTLGroup as instruments of service shall

remain the property of CTLGroup. CTLGroup may discard such records according to its record retention policy unless other arrangements are requested and paid for by Client.

SAMPLE RETENTION. CTLGroup reserves the right to discard samples immediately after testing. Upon request and at Client's sole expense, samples will be stored or transferred.

SUBPOENAS OR COURT ORDERS. If any subpoena or court order is served on CTLGroup or its staff or subcontractors requiring production of documents or appearance at a deposition or trial, or for other discovery purposes, related to services under this Agreement, Client shall pay the charges for CTLGroup to comply. Charges will accrue on a time and expense basis under CTLGroup's standard rates then in effect. Invoices will include time and expenses gathering and duplicating documents, preparing for testimony, travel, and testifying in deposition or trial. If confidential information of Client is required to be disclosed by law or legal process, CTLGroup shall provide, unless prohibited by law, notice to Client of the information provided. Information about Client obtained from third parties is regarded as confidential. The source is to remain confidential to Client unless otherwise agreed to by the source.

OPINIONS OF COST. CTLGroup's opinions of probable costs, if any, provided as part of the services under this Agreement, are made on the basis of CTLGroup's knowledge, experience and qualifications, and represent CTLGroup's judgment as an experienced and qualified professional engineer familiar with the construction industry. CTLGroup cannot and does not guarantee that proposals, bids or actual costs will not vary from the opinions of probable costs provided by CTLGroup.

LIMITATION OF LIABILITY. THE LIABILITY OF CTLGROUP FOR ANY REASON WHATSOEVER ARISING UNDER OR RELATING TO THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE \$100,000. IN ADDITION, IN NO EVENT WILL CTLGROUP BE LIABLE FOR ANY CLAIM OR DEMAND BY CLIENT, OR AGAINST CLIENT BY ANY THIRD PARTY, FOR ANY AMOUNTS REPRESENTING LOSS OF PROFIT, LOSS OF BUSINESS, DELAY DAMAGES OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE.

INDEMNIFICATION. If any claim, suit or legal action arising out of the services under this Agreement is asserted against CTLGroup by a person or entity who is not a party to this Agreement, Client agrees to indemnify and hold harmless CTLGroup from and against any such claim, suit or legal action, and any and all loss, liability, damage, costs and expenses associated therewith, except to the extent that the event and/or damages giving rise to such claim, suit or legal action is found to have been caused by the negligence of CTLGroup. The Client's obligation hereunder includes, but is not limited to, the payment of attorney's fees, court costs, and expert and consulting expenses required for the proper and vigorous defense of CTLGroup.

NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against Client or CTLGroup.

DISPUTE RESOLUTION. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof which cannot be resolved through negotiation shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party for mediation of any dispute, Client and CTLGroup shall select by mutual agreement a neutral mediator. If the dispute cannot be settled through mediation, then such dispute shall be decided by the federal or state courts of Cook County, Illinois, which shall have sole and exclusive jurisdiction over the matter. The Parties hereto irrevocably waive any and all right to trial by jury in any legal proceedings. The Parties agree that the substantially prevailing party in the litigation shall be entitled to recover its costs, disbursements, and reasonable attorney's fees from the other party after a final judgment.

TERMINATION. This Agreement may be terminated by either party upon at least seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTLGroup shall be paid for services performed prior to the termination date set forth in the notice plus reasonable termination expenses.

MISCELLANEOUS. The status of CTLGroup shall be that of an independent contractor. Any void provision of these Standard Terms & Conditions is severable and in no way affects the validity or enforceability of any other provisions. In any litigation, Client shall inform CTLGroup immediately of any attempts to exclude or discredit a CTLGroup employee (i.e., *Daubert* motion), and CTLGroup shall be permitted to participate in the response.

CREDIT APPLICATION



www.CTLGroup.com

(Please print/type)

Company Legal Name (and D/B/A Business Name if applicable): _____

Federal ID No.: _____

Company Type (select one): Sole Proprietor Partnership Corporation Non-Profit Other: _____

State of Formation: _____ Date of Formation: _____

Website: _____ Dun & Bradstreet No.: _____

Mailing Address: _____ Sales Tax Exemption No.: _____

Billing Address (if different): _____ Main Phone No.: _____

Are P.O.'s Required? Yes No Main Fax No.: _____

How often are Checks Cut? Weekly Semi-Monthly Other _____ Type of Business: _____

Owner or President

Accounts Payable Contact

Name: _____

Name: _____

Phone No.: _____

Email Address: _____

Information below required for personal guarantee:

Phone No.: _____

Address: _____

Fax No.: _____

SSN.: _____

Landlord or Mortgage Holder: _____ Phone No.: _____

Financial Institution: _____ Account Type: _____

Contact Name: _____ Account No.: _____

Address: _____ Phone No.: _____

TRADE REFERENCES

1) Reference's Name: _____ Account No.: _____

Address: _____ Phone No.: _____

Fax No.: _____

2) Reference's Name: _____ Account No.: _____

Address: _____ Phone No.: _____

Fax No.: _____

3) Reference's Name: _____ Account No.: _____

Address: _____ Phone No.: _____

Fax No.: _____

CREDIT AGREEMENT

I understand that by signing this credit application, I am stating that I am a legal agent of the above mentioned company and that I have the authority to represent the company in this matter. Further, I hereby authorize Construction Technology Laboratories, Inc. (CTLGroup) to contact the three trade references, and inquire about the company's payment practices and other factors that may help CTLGroup assess creditworthiness. I also authorize CTLGroup to contact the banking references provided above and I authorize the bank to provide CTLGroup with information regarding accounts and balances, lines of credit, and other credit instruments. Further, I understand that I am authorizing CTLGroup to access national, regional, or local databases to obtain any information that may assist in assessing credit risk. As part of this agreement, revoked checks are subject to \$25 fees and outstanding balances past term are subject to additional 1.5% monthly interest charges. Should CTLGroup be forced to file a legal claim against the applicant and/or the undersigned for reason to recover the past due amount, it is the right of CTLGroup to add reasonable collection costs, legal costs and attorney fees to the assigned balance due at time of collection and legal pursuit. Finally, any misrepresentation in this application will be considered evidence of fraud, since this information is the basis of granting credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct.

Signed: _____ Title: _____

Print Name: _____ Date: _____

PERSONAL GUARANTEE

The undersigned personally and individually guarantees the payment of any outstanding balances and obligations of the named Applicant in this document due CTLGroup, and agree that I am personally obligated to perform all of the terms of, and make all payments to CTLGroup required by the agreement of which this Application is a part. Absent written permission by CTLGroup this personal guarantee may not be revoked.

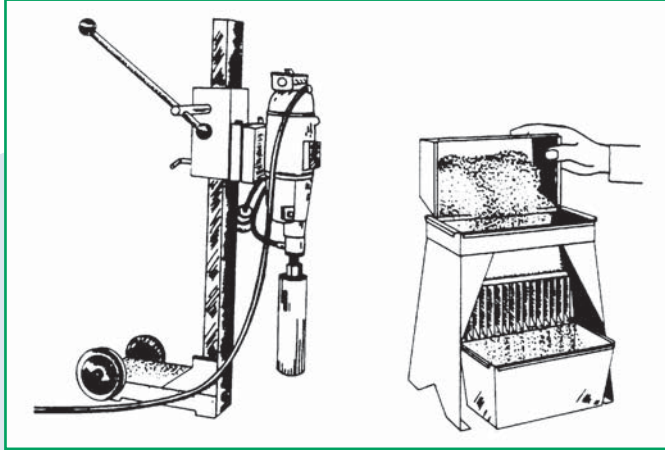
Signed: _____ Title: _____

Print Name: _____ Date: _____

Co-Signed (if applicable): _____ Title: _____

Print Name: _____ Date: _____

Shipping Samples to CTLGroup

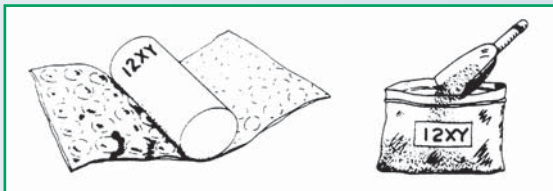


To assure that your samples will arrive in good condition:

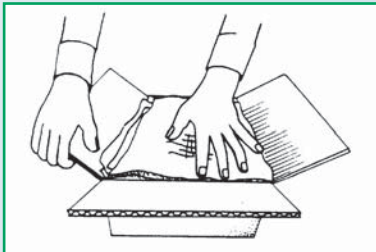
1 Be sure that each sample properly represents the batch of material under study.
See ASTM D75, C183, C823, C72, or C42.



2 Label each sample with a unique sample code number (up to 10 characters).



3 Put granular samples in double plastic bags or plastic screw-top jars.
Pack cores and bulk samples in sturdy boxes, well-padded.



4 Pack securely to avoid breakage.
Do not use glass containers.

5 Use the attached CTLGroup mailing label.
Send to the attention of the project manager.

Open Immediately — Samples Enclosed

From: _____

To: **CTLGROUP**
Building Knowledge. Delivering Results. CONSTRUCTION TECHNOLOGY LABORATORIES
Division of Construction Technology Laboratories

ATTENTION: _____
5400 OLD ORCHARD ROAD, DOCK B
SKOKIE, IL 60077-1030

Open Immediately – Samples Enclosed

From:

To:



Attention: _____

1050 E Business Center Dr.
Mount Prospect, IL 60056

Open Immediately – Samples Enclosed

From:

To:



Attention: _____

1050 E Business Center Dr.
Mount Prospect, IL 60056

Open Immediately – Samples Enclosed

From:

To:



Attention: _____

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Mount Prospect, IL 60056

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1050 E Business Center Dr.
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