Legionella Kit Chain of Custody

EMSL ANALYTICAL, INC.
TESTING LABS • PRODUCTS • TRAINING

EMSL Order Number / Lab Use Only

- ☐ **EMSL Corporate:** 200 Route 130 N. Cinnaminson, NJ 08077
- ☐ **Arizona:** 3356 West Catalina Drive, Phoenix, AZ 85017
- ☐ **California:** 5431 Industrial Drive, Huntington Beach, CA 92649
- ☐ **California:** 7725 Convoy Court, San Diego, CA 92111
- ☐ **California:** 520 Mission Street, South Pasadena, CA 91030
- ☐ **Connecticut:** 165 Gracey Ave, Meriden, CT 06451
- ☐ **Florida:** 3303 Parkway Center Court, Orlando, FL 32808
- ☐ **Georgia:** 2205 Corporate Plaza Parkway Southeast, Suite 200, Smyrna, GA 30080
- ☐ **Illinois:** 4140 Litt Drive, Hillside, IL 60162
- ☐ **Indiana:** 6340 CastlePlace Dr., Indianapolis, IN 46250
- ☐ **Maryland:** 10752 Baltimore Avenue, Beltsville, MD 20705
- ☐ **Minnesota:** 3410 Winnetka Avenue North, New Hope, MN 55427
- ☐ **New Jersey:** 1056 Stelton Road, Suite 5, Piscataway, NJ 08854
- ☐ **New York:** 10-39 45th Road, Long Island City, NY 11101
- ☐ **North Carolina:** 2500 Gateway Centre Boulevard, Suite 600, Morrisville, NC 27560
- ☐ **Texas:** 5950 Fairbanks North Houston Rd, Houston, TX 77040

If Bill-To is the same as Report-To leave this section blank. Third-party billing requires written authorization.

Customer Information		Billing Information	
Customer ID:		Billing ID:	
Company Name:		Company Name:	
Contact Name:		Billing Contact:	
Street Address:		Street Address:	
City, State, Zip:	Country:	City, State, Zip:	Country:
Phone:		Phone:	
Email(s) for Report:		Email(s) for Invoice:	

Project Information

Project Name/No:		Purchase Order:
EMSL LIMS Project ID: (If applicable, EMSL will provide)	US State where samples collected:	State of Connecticut (CT) must select project location: ☐ Commercial (Taxable) ☐ Residential (Non-Taxable)
Sampled By Name:	Sampled By Signature:	No. of Samples in Shipment

Turnaround Time (TAT) Options* - Please Check

☐ **2 Weeks**

**Analysis completed in accordance with EMSL's Terms and Conditions located on page 2 of this Chain of Custody*

Legionella Drinking Water Analysis Panels - Please Check

☐ **M345 *Legionella*:** Identification and Enumeration of *L. pneumophila* serotype 1, *L. pneumophila* serotypes 2-14, and *Legionella* sp. (ISO 11731) 24

Analysis Price: $188.00 per sample

Pricing is based on the analyses requested at the time of order. Additional testing, modifications to the order, expedited services, or other requested services may result in additional charges.

By initialing below, I acknowledge that I have reviewed and agree to the pricing and terms stated above.

Customer Initials: _____ Date: _____

Sampling Site (Please fill all bottles from the same drinking water outlet)	Date and Time Collected

(Lab Use Only): Samples Received on Ice? Yes / No | **(Lab Use Only): Temperature (ºC)**

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Method of Shipment:		Sample Condition Upon Receipt:	
Relinquished by:	Date/Time:	Received by:	Date/Time
Relinquished by:	Date/Time:	Received by:	Date/Time

Controlled Document – COC-26 Legionella Kit R0 08/05/2026

☐ **AGREE TO ELECTRONIC SIGNATURE** (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety.
Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

EMSL ANALYTICAL, INC.

http://www.emsl.com
800-220-3675

EMSL ANALYTICAL, INC.
Laboratory Services Price Guide

Locally Focused.....
.....Nationally Recognized.

Terms & Conditions for Purchase of Laboratory Services

Any and all applicable clauses and/or rules contained in the Federal Acquisition Regulations and any other federal laws or statutes supersede any inconsistencies with the terms of this Agreement. Such superseding clauses and/or rules include, but are not limited to: FAR 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services; FAR 52.227-14 Rights in Data – General; FAR 52.232-39 Unenforceability of Unauthorized Obligations; FAR 52-233-1 Disputes; FAR 52.232-23 Assignment of Claims; the Anti-Deficiency Act, 31 U.S.C. § 1341; Contract Disputes Act, 41 U.S.C. § 601 et seq.; the Anti-Assignment Act, 41 U.S.C. § 15; and 28 U.S.C. § 516, Conduct of Litigation Reserved to Department of Justice. This purchase is governed by the U.S. federal laws.

General: G1. Customer Requirements: The customer is responsible for confirming and communicating any specific local, state, regional, national, or independent third-party certification and accreditation requirements applicable to sample submission. The customer is responsible for communicating any specific test requirements. EMSL Analytical, Inc. (EMSL) is not responsible for customer's errors or omissions with respect to communication of specific test requirements.

G2. Sample Submission: The receipt of a Chain of Custody (COC) document shall be considered the customer's formal notice to proceed with the stated transaction in accordance with EMSL Terms and Conditions. In the absence of an additional contract or agreement with EMSL, by submitting samples for analysis, the customer agrees to be bound by EMSL's Terms and Conditions. Where applicable, samples shall be logged in and charged at the appropriate turnaround time rate to meet hold time requirements.
Clients who use EMSL's prepaid courier services and/or common carrier may have a fee added to their project invoice to cover the costs if per shipment analysis fee ($) minimums are not met.

G3. Sampling Responsibility: It is the customer's responsibility to ensure that samples are collected according to the appropriate regulations/method specifications. The user of a sampling device has the sole responsibility to select the applicable sampler, media, and conditions to ensure that a valid sample has been collected. EMSL is not responsible for the improper selection of sampling devices even if EMSL supplies the devices to the user. Clients who order complementary media and supplies maybe charged for supplies not returned to the lab for analysis, including cost of supplies, shipping and/or handling fee(s).

G4. Sample Labeling & Packaging: It is the customer's responsibility to ensure that samples are labeled, packaged, and shipped according to the appropriate regulations/method specifications. Samples classified as Hazardous, Explosive, DEA regulated, FDA, Radiological/DOE, USDA Controlled or anything that requires special precautions when handling must be properly identified, pre-approved by the lab for submittal, and may incur additional surcharges for handling and disposal. EMSL reserves the right to refuse or return samples submitted for analysis which are unsuitable due to damage, leakage, incorrect or insufficient labeling, or that may be considered hazardous to our personnel or facility.

G5. Turn-Around-Time: Turn-Around-Time (TAT) is defined as the time between sample acceptance by an authorized EMSL representative at the analyzing laboratory and analysis report completion. Turnaround time/due dates are based upon individual laboratory operational hours. TATs are offered in hours, business, or calendar days, depending upon the specific test. Submissions are accepted only during laboratory operational hours at the analyzing laboratory. Incomplete sample submissions or problematic sample conditions may result in processing and/or TAT delays. Expedited TATs are subject to capacity restrictions and are not guaranteed to be available. Please call/pre-schedule with the laboratory to ensure capability and availability for expedited TATs. Unless otherwise approved, TAT Will Not Start and or will not be initiated for COD samples / projects until payment is received in full. If for any reason, the TAT originally requested will be missed, EMSL will automatically continue to proceed with completion of the work although at a longer TAT unless the client specifically indicates work is only contracted if the specific TAT requested and the job is to be cancelled if the TAT cannot be met.

G6. Testing Policy: EMSL represents to its customers that all services provided hereunder shall be performed in accordance with industry recognized, professionally published, internally developed, and/or client stipulated testing procedures. Samples may be subcontracted, with prior customer notification and approval, to a third-party laboratory that meets customer and EMSL qualification requirements. Specific test-level considerations may apply. See project quote and / or price book.

G7. Pricing: EMSL pricing is periodically adjusted and EMSL reserves the right to update prices at its sole discretion at any time with notification. Unless specified in writing, quoted pricing expires if work is not submitted within 30 calendar days; otherwise, quoted prices are valid for the remainder of the calendar year, but pricing may be adjusted based on the customer's non-compliance with payment terms, change in scope of work including frequency or volume, and/or non-compliance with the EMSL Terms and Conditions.

G8. Payment Terms: If credit terms are approved, standard payment terms are 30 calendar days from date of laboratory invoice. Unless otherwise stated, rates are quoted in US Dollars. Interest charges will apply to all past due balances. If customer balance remains outstanding after 60 calendar days, EMSL reserves the right to refuse or suspend work, increase, or update customer pricing immediately, and place the customer on Cash on Delivery (COD) status until such time as the account is made current. Additionally, customer agrees to pay any costs incurred to collect past due balances, including attorney's fees. For non-routine Special Projects, EMSL reserves the right to request a payment of up to 100% in advance of services performed. Unless otherwise approved, TAT and work will not be initiated for COD samples / projects until payment is received in full. Effective July 1, 2025, customers may be assessed a surcharge fee if paying via credit card in an applicable state.

G9. Customer Changes: All changes in scope of work or TAT requested by the customer after sample acceptance must be confirmed by EMSL in writing; verbal change requests must be confirmed in writing. If requested change (s) results in a change in cost, the customer agrees to accept payment responsibility. In the event analysis is cancelled by the customer, EMSL will invoice for work completed to the point of cancellation notice. Additional cancellation fees may apply. EMSL is not responsible for TAT that is delayed due to customer changes. At its sole discretion, EMSL reserves the right to charge additional fees, change pricing, and / or reject samples due to changes in scope of work, changes in quantity of samples, and changes in quality control requirements; charges for in-bound shipping, courier services, sample transfer, and sampling media; Hazardous, Explosive, DEA regulated, or any other type of specialized sample as determined by the laboratory.

G10. Sample & Record Retention: See division-specific Terms and Conditions for standard sample retention times. Records are retained for 5 years, unless otherwise requested or required. Customer must notify EMSL, in writing, at time of sample submission that samples and / or records are subject to specific regulatory retention requirements. EMSL must also be notified, and approval must be obtained for any special disposal and/or any special sample storage and archive needs of the customer; additional fees may apply.

G11. Disclaimer: In no event shall EMSL be liable for indirect, special, consequential, or incidental damages, including, but not limited to, resampling costs, damages for loss of profit or goodwill regardless of the negligence (either sole or concurrent) of EMSL and whether EMSL has been informed of the possibility of such damages, arising out of or in connection with EMSL's services thereunder or the delivery, use, reliance upon or interpretation of test results by customer or any third party. EMSL accepts no legal responsibility for the purposes for which the customer uses the test results. In no event shall EMSL be liable to a customer or any third party, whether based upon theories of tort, contract or any other legal or equitable theory, more than the amount paid to EMSL by customer thereunder.

G12. Severability: If any of these Terms and Conditions is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, any remaining Terms and Conditions will remain in full force and effect. These Terms and Conditions shall be interpreted in accordance with the laws of the State of New Jersey. Written, negotiated contracts or customer specific Terms and Conditions may supersede these Terms and Conditions.

G13. Headings: The headings contained herein are for convenience only, and in the event of any conflict, the text of this paragraph, rather than the headings, will control.

G14. Lab Reports, QC Data Packages & Reporting Limits: Reports will be emailed as a PDF to the client and posted on LabConnect™. Clients that are not paperless (require mailed Reports, COC's, Invoices, and/or any combination of these documents) may be subject to surcharge fees and/or increased analytical rates. QC data packages for validation programs are available upon request and for an additional fee and Laboratory must be notified and approve the request prior to the sampling event and submission. Customer shall provide specific reporting limit requirements, if required, prior to sample submission. Analytical cost may vary based upon reporting limits and / or data quality objectives.

G15. Tests and Services: Not all tests and services are available at all locations. Please see website and contact lab location prior to submitting samples to confirm available tests and services. Service Terms also vary by Test/Division as clarified below:

G16: Deposition and Non-Expert Witness Testimony: In the event EMSL is required to respond to a subpoena duces tecum for a deposition and/or to provide non-expert testimony in a civil lawsuit concerning testing performed on the samples submitted on this COC, EMSL is entitled to recover all reasonable costs incurred in responding to the subpoena for deposition and/or court appearance. "Reasonable costs" include, without limitation, attorney's fees incurred up to a maximum of $5,000.00, travel expenses and hourly fees for the time EMSL's staff member spends in preparation for the deposition/court appearance as well as the time spent at the appearance. If the subpoena is subsequently withdrawn, quashed or modified by a party other than EMSL, EMSL is entitled to recover its costs incurred up to the time EMSL is notified of such an action.

Asbestos:

A1. Sample & Record Retention: Unless otherwise requested, samples are retained for a period of 60 calendar days.

A2. Layering: EPA/600/R-93/116 and EPA-600/M4-82-020 PLM methods require that individual layers of bulk samples are treated as separate samples. Unless specifically requested by the customer in writing prior to sample submission, distinct layers are separated, analyzed, reported, and billed separately.

A3. Positive Stop Analysis: For PLM analysis, all samples in a homogenous area / group are analyzed regardless of result, unless the customer requests analysis to stop at first positive result.

A4. Sample Preparation Charges: Samples prepared but not analyzed incur a preparation fee.

Environmental Chemistry:

EC1. Sample & Record Retention: Unless otherwise requested, Environmental Chemistry samples are retained for 30 calendar days from receipt. For samples / media that are consumed during analysis, the digestates / extracts are retained for 14 calendar days.

EC2. Expedited TAT: Same day and/or expedited TAT (less than 1 week) samples must be prescheduled and received by the analyzing laboratory by 10:00 a.m. ET, unless otherwise arranged.

EC3. Customer Changes: If analysis is cancelled by the customer, samples logged in and not yet analyzed shall incur a fee. In addition, if analysis has already begun, the customer shall be invoiced for preparation and analysis conducted up to the point of cancellation.

EC4. Waste Management & Disposal Fee: $15 per-order

EC5. Bottle Order Processing Fee: A $15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

EC6. Order Minimum of $125: Orders that do not meet this minimum will be billed the balance to $125.

Environmental Lead & Metals:

EL1. Sample & Record Retention: Unless otherwise requested, digested lead samples are retained for 30 calendar days. Original paint chips / soils are retained for 60 calendar days.

EL2. Composite Fees: Sample Composite fees may apply.

EL3. Waste Management & Disposal Fee: $15 per order fee will be applied excluding Lead Wipes and Chips analyzed by FLAA.

EL4. Bottle Order Processing Fee: A $15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).

EL5. Order Minimum of $125: Applicable for ICP, ICP-MS and CVAA (Not FLAA). Orders that do not meet this minimum will be billed the balance to $125.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.

Environmental Microbiology:
EM1. Sample & Record Retention: Unless otherwise requested, microbiology samples are retained for 30 calendar days. Highly perishable samples (e.g., water, environmental monitoring plates) are retained for 7 calendar days. Any samples that pose a risk to health and safety of laboratory staff, or the integrity of other samples in the lab, may be disposed of earlier than the stated schedule. The customer shall be informed prior to any early disposal.

Food Sciences:
F1. Sample & Record Retention: Unless otherwise requested, Food Microbiology samples are retained for 30 calendar days. Food Chemistry samples are retained for 14 calendar days, unless highly perishable or prolonged storage will compromise the integrity of the sample.
F2. Expedited TAT: For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.
F3. Sample Composites: Composite fees may apply.
F4. (Applicable for Food Chemistry Only) Waste Management & Disposal Fee: $15 per-order
F5. Bottle Order Processing Fee: A $15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).
F6. (Applicable for Food Chemistry Only): Order Minimum of $125 Orders that do not meet this minimum will be billed the balance to $125.

Industrial Hygiene/Organic Compound Air Testing:
IH1 . Sample and Record Retention: Unless otherwise requested, or consumed with analysis, Industrial Hygiene samples are retained for 14 calendar days. For TO-15 analysis, samples submitted in EMSL supplied canisters are retained for 24 hours after results are released to the customer; samples may be held longer if prior arrangements are made with lab and fees may apply. Hold Time of TO-15 samples submitted in Tedlar® bags are 24hrs (1 day TAT Rate applies) after receipt unless EMSL is authorized to transfer sample to canisters in lab to extend the hold time. Bulk samples for off-gassing are handled on a case-by-case basis and may, upon request, be returned to the customer for disposal at the customer's expense.
IH2 . Expedited TAT: For same day and / or expedited sample processing, samples must be received by 10:00 a.m. EST, unless otherwise arranged.
IH3 . Per-Order Processing Fee of $15: For all orders of EMSL Free IH Pumps on Loan and/or EMSL Free IH Media

Materials Science:
MS 1. Sample Submission: Samples requested to be analyzed under Good Manufacturing Practice (cGMP) guidelines must be scheduled with the laboratory in advance of sample submission. All GMP Materials Science work must be submitted to an FDA registered and, where applicable, a DEA licensed EMSL laboratory. All other Materials Science samples may be submitted without prior scheduling with the laboratory.
MS 2. Sample & Record Retention: Unless otherwise requested, non-perishable samples are retained for 60 calendar days after analysis under submitted conditions. Perishable samples, or samples that will lose their integrity due to prolonged storage, are retained for a maximum of 30 calendar days under refrigerated conditions. Sample storage beyond these periods is available for a fee by written request prior to the initial 60 calendar day retention period. Samples containing hazardous/toxic substances that require special handling will either be returned to the customer or disposed of immediately following analysis. EMSL reserves the right to charge a sample disposal and/or return shipping fee
MS 3. Minimum Project Fees: A minimum analytical fee applies to each Materials Science project.
MS 4. Out-of-Specification Results: Samples requested to be analyzed under GMP guidelines, are tested against internal, compendia, or customer provided specifications. As per GMP requirements, if test results do not meet specifications, an Out-of-Specification (OOS) investigation shall be performed, which may delay TAT. EMSL shall bear the cost of the investigation in the event of a laboratory assignable cause. For non-laboratory assignable cause determinations, customer is responsible for investigation costs.

Radiochemistry:
RC1. Sample & Record Retention: Unless otherwise requested or consumed with analysis, Radiochemistry samples are retained for 14 calendar days. Samples collected on other laboratory's sampling devices might not be accepted for analysis. Customers are responsible for any additional disposal fees EMSL incurs because of accepting samples.
RC2. Sample Submission: Prior to submitting samples the customer shall notify EMSL's Radiation Safety Officer (RSO) of the specific radioactive element, potential levels of radiation that may be present, tracking number of shipment, specific enforcement action and / or a U.S. Department of Energy related project site. Samples submitted to EMSL for analysis shall be sent to the attention of "Radiation Safety Officer". Samples that arrive without the above notifications may be refused and returned. The customer is responsible for complying with all Department of Transportation regulations regarding the shipment of radioactive materials with any common carrier.
RC3. Waste Management & Disposal Fee: $15 per-order
RC4. Bottle Order Processing Fee: A $15 processing fee will be applied to each Sample bottle/media order and/or sampling supplies/kits order (plus shipping and any applicable per item charges).
RC5. Order Minimum of $125: Orders that do not meet this minimum will be billed the balance to $125.

MPL Laboratories – cGMP Services:
MPL1. Additional Terms for cGMP Work: Work accepted for cGMP work performed at our MPL Laboratories Location is **also** governed by the Terms and Conditions specific to the cGMP project.

All Test pricing is "Per Sample Unit Rates" which will apply to each item, discreet Sample, and/or sub-components submitted for analysis. This unit price quote includes Customer-Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. All work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or noncompliance with the EMSL terms and conditions. EMSL prices will be subject to annual inflationary price increases. Noninflationary price adjustments may occur at any time (with advanced notice) for certain tests whose costs to process have grown beyond inflationary adjustments, including but not limited to: market changes; regulatory requirements; increased consumable or accreditation costs; or other reasons beyond our control. It is EMSL's company policy to not cut corners on quality and will, when necessary, approach our clients for required price adjustments in order to maintain this honest quality pledge that enables us to continue to provide data of the highest integrity. Please refer to the End Notes and the Terms and Conditions for Additional charges may apply for: Shipping, hazardous waste disposal, extended archive storage, specialty invoice portal processing, in-process job cancellations, data deliverable packages, customized electronic deliverables, radiological related samples, after-hours and holiday lab opening fees, etc.