



**ICA Labs, Inc.**  
12358 Parklawn Dr, STE 282  
North Bethesda, MD 20852  
[www.icalabs.com](http://www.icalabs.com)

## Sample Submission Form

Client Information	
Submitter Name	
Date	
Institution	
Address	
City, State, Country	
Phone	
E-mail	
Project # (if applicable)	

Analysis Requested (Check All That Apply)	
Radiocarbon Analysis	
<sup>13</sup> C Stable Isotope Analysis	
<sup>15</sup> N Stable Isotope Analysis	
<sup>18</sup> O Stable Isotope Analysis	
Other	
Please Provide Sample Information on Next Page	



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## **TERMS & CONDITIONS**

**The present Agreement constitutes a legally binding contract between the Client (“Submitter”, “They”, “Their”, “Client”) and ICA Labs, Inc. (“ICA”, “We”, “Us”, “Our”, “Ours”). By sending a Submission Form and/or any Sample(s) to be analyzed in our labs, the Client acknowledges and agrees to the Terms and Conditions outlined below.**

### **1. <sup>14</sup>C Natural Levels Disclaimer**

ICA's Laboratory does not work with <sup>14</sup>C-enriched material. By submitting this form, the Client confirms that their samples do not contain any enriched material. If any enriched material from the Client's samples or packaging causes contamination of equipment or instrumentation resulting in the need for cleanup or replacement, additional charges will be incurred.

### **2. Submission of Samples**

The Client must provide a completed Submission Form along with the samples requested to be analyzed. We reserve the right to decline any samples submitted. By sending samples to ICA, the Client certifies that they have the legal authority to enter into binding contracts related to the work requested on behalf of themselves, their supervisor, and/or their company.

### **3. Chain of Custody**

ICA assumes no responsibility or liability for any loss or damage to Samples during the time ICA is in possession of the Sample. The Client acknowledges that the analysis process is destructive, and unless otherwise communicated by the Client, any remaining sample material will be retained for a period of at least six (6) months, then discarded. If the Client expressly requests the return of any remaining Samples, a shipping charges will be applied to their invoice.

### **4. Liability**

The Client acknowledges that the analyses and data provided by ICA's laboratory are "as is"; and that ICA as well as its agents or representatives shall not be liable for any direct, indirect, incidental, punitive, or consequential damages related to the analyses and data. The Client assumes risks, if any, associated with relying on the analyses and data, and retains title and risk of loss with respect to submitted Samples at all times. We do not provide any implied warranties of merchantability and fitness of submitted samples or their resulting analyses for any particular purpose, nor do we offer any opinion or agree to be witness in any legal proceedings related to the Samples and data. Our liability to the Client, whether arising from contract, tort, negligence, breach of statutory duty, or any other cause, shall not exceed the price paid for the analysis. In any case, the Client agrees not to sue ICA for any warranty, breach of contract, or negligence.

### **5. Indemnification**

The Client agrees to indemnify, defend, and hold harmless ICA, its officers, directors, and employees (the "indemnified parties") from any and all claims, demands, actions, liability, and expenses arising from the tests, samples, data; or the Client's use of the data. The Client is responsible for any damage to ICA's facilities or its personnel that might be caused by the Samples.

### **6. Confidentiality**

Any information related to the submission, sent materials, written information, and data that the Client, including analysis results, will not be disclosed to third parties who are not listed on the Submission Form without the written consent of the original Submitter. We will make reasonable efforts to maintain the confidentiality of the Confidential Information, as permitted by law. Our obligation does not extend to information that is already in the public domain or independently known or obtained by ICA. The Client acknowledges that ICA is subject to the laws of the United States, and therefore records in its possession or control, including Confidential Information, may be subject to access to information requests.

## **7. Antiquities**

The Client confirms that any samples of artwork or cultural artifacts submitted to ICA belong to the Client or that the Client is legally acting as representative of the owner. If requested by ICA, the Client must provide evidence of ownership. The Client declares that all articles have been legally imported and exported from any country they have passed through, and if requested, the Client must provide documentation to support it. The Client agrees not to use the radiocarbon date in any advertisement, authentication or descriptions of the samples for sale, and to not share that information with any third party who may act in that regard. ICA will not sub-sample artifacts or artwork, and our analysis report will only reference the material that is submitted and not the artwork or cultural artifact itself.

## **8. Payment**

Payment for invoices is due upon receipt. The rates for all laboratory units are determined based on the billing address provided on the Submission Form and the pricing listed on our website at the time of submission. The Submitter is responsible for any duty charges, which will be added to their invoice. Unless agreed otherwise, the Client is required to remit payment in full prior to release of the analysis results.

## **9. Work Suspension**

In the event that the Client fails to make timely payment of their invoices, we reserve the right to suspend work and/or withhold data delivery. The Client agrees and understands that ICA will not be liable nor responsible for any damages incurred as result of our work suspension or withholding of data due to failure to promptly pay invoices.

## **10. Delivery of Results**

ICA will provide the Client with results via the email address provided in their Submission Form once the requested analyses have been successfully completed, and agreed payment have been fulfilled. Please be advised that results will not be released to any third parties not listed on the Submission Form without the written consent of the original Submitter.

## **11. Failed Analyses Policy**

ICA charges the client only if we get a result from a sample. Failed analyses for any reason will not be invoiced.

## **12. Force Majeure Clause**

ICA will not be held liable or responsible in for any failure to perform any of our contractual obligations, or for any unforeseen delay, that is caused by events unforeseeable, unavoidable, or outside our reasonable control.

## **13. Legal Agreement**

The present agreement between the Submitter and ICA supersedes all other written or verbal communications between the two parties. Any amendments to this agreement can only be made in writing by mutual agreement. ICA will not accept nor recognize conditions or terms under such wording as "by accepting this work you agree to the following terms".

## **14. Jurisdiction**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland, and the United States of America. In case of any conflict, the Submitter expressly accepts jurisdiction of the Courts of the State of Maryland.