



**METER**

## ASTM D5334 Thermal Resistivity/Conductivity Testing Request

Name \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### Instructions for Sample Preparation

Pack the sample to the desired density inside a container. We recommend a metal or plastic sample cylinder (e.g. Shelby tube). The sample must be at least 5 cm (2") in diameter and 10 cm (4") in length. Be sure to cap the ends of the tube so that the sample does not leak out. Once the sample(s) have been prepared in their containers, the containers must be double-bagged in the provided plastic bags and shipped to METER in the heavy cardboard box provided. Be sure to label each sample with an identifier and to include this sheet in the box.

### Deliverables

You will receive a report with the thermal resistivity/conductivity of your sample measured in triplicate at each of three locations in the sample. If options 2-4 are chosen below the report will also contain the volumetric water content and bulk density of the samples.

	Sample #1	Sample #2	Sample #3	Sample #4
Sample ID				
Dangerous elements in sample* (MSDS required)				
Service requested (choose 1) 1) D5334 resistivity, as received water content 2) D5334 resistivity, as received and oven dry water content 3) D5334 resistivity, as received and oven dry water content with dryout curve interpolation 4) Steady state thermal resistivity testing, dry and saturated water content 5) Other: please indicate in notes field				
Notes				

**Please read and sign the terms and conditions on the next page.**



**METER**

**METER GROUP THERMAL PROPERTIES TESTING TERMS AND CONDITIONS**

- 1) **Contract Formation.** All requests for services or testing and or the receipt by METER Group Inc., USA ("METER") of any samples submitted for testing and/or consulting services (the "Services") are subject to the customer's acceptance of these Terms and Conditions. The Customer will be deemed to have irrevocably accepted these Terms and Conditions upon the first to occur of the Customer's issuance of a Purchase Order and/or request for services and/or receipt of a sample for testing. The request for services or testing and these Terms and Conditions constitute the entire agreement between the parties (the "Agreement") and unless expressly assented to in writing by METER, terms and conditions different, therefore, are expressly rejected. No course of dealing between the parties hereto shall be deemed to affect or to modify, amend or discharge any provisions of this Agreement.
- 2) **Prices and Payment.** Invoice prices will be based upon METER's prices as quoted or at METER's list price in effect at the time an order is received by METER. All payments for the Services are due without regard to the results and notwithstanding any early termination of the Agreement by the Customer. Unless otherwise specified on the invoice, all accounts are due and payable thirty (30) days from the date of invoice. Unpaid accounts extending beyond 30 days will be subject to a service charge of 1% per month (12% per annum).
- 3) **Samples.** Customer will provide samples for testing. Unless otherwise directed by the Customer, METER will dispose of unused portions of samples. Any returns of samples shall be at the Customer's expense. The Customer shall abide by all applicable regulations when shipping samples to METER or its designated subcontractor. METER or its designated subcontractor has the right to refuse receipt and/or testing of any shipment that, in METER's or its designated subcontractor's sole discretion, is hazardous, unsafe, unlawful or has been shipped improperly. The Customer shall bear associated costs including, but not limited to, identification of sample content, damage incurred by METER or its designated subcontractor as a result of improper packaging, labeling or omission of documents, return or disposal of materials.
- 4) **Disclaimer of Warranties.** METER has relied on information supplied by the Customer in rendering the services. The results assume the accuracy of such information and that the Customer is entitled to share such information with METER and its designated subcontractor. Any information provided by METER in the report or in connection with the services is for the benefit of the Customer only and no third party shall be entitled to rely thereon without the prior written consent of METER. METER warrants only that it shall conform the services to the specifications set forth in the request. Because of numerous factors affecting results, METER makes no other warranty of any kind with regard to the services or the results either express or implied. Statements made in the report or in connection with the Agreement shall not be construed as representations or warranties or as inducements of any kind whatsoever.
- 5) **Limitation of Liability.** The Customer's right to recover damages caused by the negligence or breach of METER with respect to any testing or consulting services shall not exceed the amount actually paid by the Customer to METER. METER or its designated subcontractor will not be liable for any other damages whatsoever arising from or in any way connected to the Services or the Data. In no event shall METER or its designated subcontractor be liable for any special, indirect, or incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the Customer, any loss with respect to business reputation or good will, or arising from the claims of third parties (including, without limitation, product liability claims).
- 6) **Litigation Services.** The Customer shall notify METER in writing if any services to be performed are in support of pending or contemplated litigation and shall further advise METER of the parties involved in such litigation prior to METER commencing the requested Services. In the event employees or contractors of METER are subpoenaed to testify before any tribunal, panel, official, or judicial officer by the Customer or by another litigant in connection with the services, the Customer shall be responsible to pay METER its costs plus the usual customary hourly rate for METER consulting for the time spent to travel, attend and appear to so testify.
- 7) **Dispute Resolution.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, except for issues of non-payment, shall require mediation as a prerequisite to the commencement of legal proceedings. The parties shall share equally in the cost of the mediator and if the parties are unable to agree on a mediator, either party may request that a mediator be appointed by the Judge of the Whitman County Superior Court. Disputes regarding non-payment by a Customer for services rendered shall not be subject to the mediation requirement.
- 8) **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws provision, and each party hereto submits to the jurisdiction of Washington State in any action or proceeding relating to or arising out of this Agreement.
- 9) **Binding Agreement, Counterparts, and Facsimile.** The parties represent that they have reviewed this Agreement and agree to abide by its terms, and further agree that this Agreement shall be binding on the parties, their successors and assigns, and that this Agreement may be executed in counterparts and may be executed electronically or by facsimile.

I have read the terms and conditions set forth above and hereby agree to these terms as set forth herein.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_