



**Environmental Division**

June 19, 2009

ALS Quote: **Q21385**

ANDREW MITCHELL  
OZ MINERALS  
200 - 1159 ALLOY DRIVE  
THUNDER BAY, ON P7B 6M8

Dear ANDREW MITCHELL,

**RE: Price Quotation for Routine testing for Izok (Contwoyto Lake Annual)**

We are pleased to present our technical and price quotation to carry out the work as outlined under the above referenced project.

Our price quotation and a list of ALS Laboratory Group's unique technical and service advantages are attached.

Thank you for requesting our quotation. We look forward to the prospect of providing you with the quality service you require. Please call us at (780) 413-5227 or 1-800-668-9878 if you require any additional information.

Sincerely,

MAUREEN OLINEK  
Senior Account Manager

CARLA TAUBER

**Price Quotation for Routine testing for Izok (Contwoyto Lake Annual)**

Please refer to the above ALS quote number on all future correspondence and sample submissions related to this project.

The following prices are in Canadian dollars, and are valid from 19-JUN-09 to 19-DEC-09.

Est. # of Samples	Product	Description	Price per Sample	Sub-Total Price
<b>Water Samples</b>				
1	FCC-MF-PB	Fecal Coliform Count-MF	\$30.00	\$30.00
1	MET-TOT-CCME-ED	Total Metals - CCME	\$87.50	\$87.50
1	PH/EC-ED	pH and Conductivity	\$9.10	\$9.10
1	SOLIDS-TOTSUS-ED	Total Suspended Solids	\$14.70	\$14.70
<b>Misc. Samples</b>				
1	SAMPLE-DISPOSAL	Handling/Disposal Fee	\$2.00	\$2.00
<b>Total Amount (excl. taxes)</b>				<b>\$143.30</b>



## Technical and Service Highlights (Canada)

The ALS Laboratory Group's Environmental Division (ALS) is a full-service, testing, research, and consulting laboratory specializing in environmental chemistry. We offer several unique advantages that will benefit your project. The most notable highlights are as follows:

**Previous Experience** - ALS has provided analytical services and technical support to environmental consulting and engineering firms, industry, and government since 1982. These environmental projects routinely involve trace level determinations in a variety of sample matrices, and require stringent quality control and rapid sample turnaround. Repeat business by our valued clients shows that they appreciate our unique services and dedication to quality. Routine testing for all industries is supported by more specialized services, such as;

- Occupational/industrial hygiene analysis
- Taxonomy & microscopy
- Toxicity testing
- Microbiology
- Acid base accounting and kinetic cell testing
- Ultra trace metals and metal speciation testing
- Source emission & ambient air testing.

**Laboratory Locations** - ALS's Environmental Division (Canada) has 15 locations throughout BC, AB, SK, MB, ON and NWT with the additional support from over 50 ALS laboratories in 21 countries all over the globe. Please visit [www.alsglobal.com](http://www.alsglobal.com) for more details.

**Range of Services and Resources** - ALS's Canadian Environmental laboratories are well-equipped and staffed by more than 600 professionals who provide the necessary technical resources required by our clients. Many alternative analytical procedures and the instrumentation necessary are readily available in our facility. ALS can meet our promised turnaround time commitments because we have a large test capacity, each primary piece of equipment has one or more backup systems, and our chemists are cross-trained in a variety of procedures. This gives us a great deal of flexibility to direct resources where they are most needed.

ALS recently launched the North American Centre of Excellence. This new laboratory is housed in a 17,000 square foot, state of the art, purpose built facility using a modern, open concept laboratory design. The Centre for Excellence will offer the most advanced analytical, toxicological and technical capabilities in the industry. This center will provide chemical information concerning: levels of pesticides and associated metabolites, specialty chemicals, food safety, forensics, and environmental and human health. This division is also capable of developing new technologies as well as new analytical methods. The laboratory will be able to offer these services under both ISO 17025 and GLP quality systems.

**Accreditation and Regulatory Acceptance** - ALS's Environmental Division is a leader in environmental analytical testing. Our key staff are specialists in their fields and are well respected by the regulatory agencies.



## Technical and Service Highlights (Canada)

CALA - All our laboratories are accredited by the Canadian Association for Laboratory Accreditation Inc. (CALA) for specific tests. This accreditation is based on international standards (ISO 17025) and involves extensive site audits and ongoing performance evaluations.

Many of the ALS Canada laboratories are also accredited or certified by other associations such as SCC, AIHA and Provincial or USA State government departments.

Our CALA certificates, lists of CALA accredited tests and other applicable accreditations/certifications are available at [www.alsenviro.com](http://www.alsenviro.com) under *Downloads* or under *Quality* for each ALS location.

**Sampling Supplies** - ALS will provide all necessary sample containers, labels (including pre-labeling of containers), chain of custodies, preservation chemicals, and shipping containers. Instructions for sampling and preservation will be provided as required.

**Analysis Methods** - All samples will be analyzed in accordance with the needs of the requisite regulatory agency. We perform only environmental analyses so all equipment and apparatus is dedicated to low-level determinations.

**Data Reliability** - Environmental professionals trust ALS because of consistent performance in providing credible results using validated methods and incorporating a comprehensive quality management program. ALS strives to be a leader among laboratories in quality. Through participation in inter laboratory and certification programs, we have demonstrated exceptional performance in testing for a wide range of parameters in various sample types. At ALS, we stand behind all data produced.

**Data Management** - ALS's Environmental Division in Canada has a fully integrated computer system utilized by all our locations for data management and reporting. All data is entered "only once" by the analysts into our Laboratory Information Management System (LIMS) which improves quality by eliminating future transcription errors. Data will be provided in a formal report summarizing the results, methodology, and appropriate comments.

Data can be sent in a variety of custom electronic data deliverables (EDDs) or accessed 24/7 through our secure web-based server (Webtrieve). Webtrieve will allow registered clients to automatically compare their data against most commonly used regulations in Canada and provide a quick visual presentation of any results that have exceeded regulatory limits.

**Project Support and Access to Expertise** - ALS is well known for an ability to complete projects on time and on budget. We provide qualified assistance with project mobilization, final review, and follow up. ALS has a philosophy of open communication that ensures direct contact with all personnel, including senior management and our Centre of Excellence. This "resource" can often be of assistance in problem solving or data interpretation.

**Security and Confidentiality** - All information generated by ALS, and all communication with our clients, is treated confidentially. The security and integrity of our database has always been a priority.



## APPENDIX

### GENERAL TERMS AND CONDITIONS:

These terms and conditions are incorporated in and form part of the Agreement between ALS Laboratory Group Environmental Division ( ALS ) and the party named in the Offer (the Client ).

1. Definitions. Capitalized Terms not defined in these Terms and Conditions have the definitions set out in the other Agreement documents.

2. The Services. ALS will provide the Services to the Client as described in the Offer and in any change of custody form provided with any sample.

3. Prices. ALS may review and change all prices, fees, surcharges or other charges set out in the Agreement if there are changes to ALS's cost beyond ALS's control, including changes in legislative requirements, Client variations of sample numbers and Client requests for changes to standard reporting requirements. Notwithstanding Condition 3, all quotations are reviewed and updated on a yearly basis.

4. Payment Terms. The Client shall pay ALS within 30 days of the invoice date OAC. ALS may, for reasonable business reasons, require the Client to arrange for payment in advance.

5. Quotation Numbers. The Client shall provide the quotation number to ALS (where applicable) to ensure correct pricing.

6. Taxes. Applicable taxes are not included in prices, surcharges and additional fees and will be added at the time of invoicing.

7. Quality Control. ALS has an extensive QA/QC program and all analytical data reported is analyzed using approved, referenced procedures followed by checks and reviews of senior managers and quality assurance personnel.

8. No Guarantee of Results. Results are obtained from chemical measurements. The Client is responsible for informing itself on the limitation of the results and acknowledges that the results are not guaranteed.

9. Standard of Care. ALS will use reasonable care and diligence as required by the laws of the province or territory where the sample is tested.

10. Storage. Where possible, ALS will store samples for 30 days from the date a final report is issued to the Client, after which ALS may discard the sample.

11. Holds. If the Client requests a sample be placed on hold, ALS will store the sample for 60 days for the quoted price, after which ALS will invoice the Client and discard the sample.

12. Archives. If the Client requests a sample be archived, ALS will store the sample for 6 months for the quoted price, after which ALS will invoice the Client and discard the sample.

13. Handling Protocol. Legal sample handling protocol must be arranged before samples are collected. ALS may charge a 20% surcharge on the list price plus the hourly technologist or chemist rates for legal sample protocol. Samples processed under legal protocol are stored indefinitely (storage charges may apply).

14. Samples. The quality, condition, content and source of samples stored and tested are not known to ALS except as declared and described on the chain of custody from completed and submitted by the Client and accompanying the sample.

15. Risk of Loss. ALS will use reasonable care to protect samples during storage, however all samples are stored at the Client's risk and the Client is responsible for obtaining appropriate insurance, if desired. The Client acknowledges that during the performance of the Services samples may be altered, lost, damaged or destroyed and the Client releases ALS from any claim the Client may have for any loss or damage to the sample.

16. Environmental. The Client must comply with all applicable environment legislation, including labeling all hazardous samples to comply with WHMIS and TDG regulations, and must provide appropriate material safety data sheets that include the nature of the hazard and a contact name and phone number to call for information. The Client will indemnify ALS for all loss or damages, including any fine or cost of complying with an order of any government authority, resulting from the Client's breach of this paragraph.

17. Hazardous Materials Disposal. ALS may return, at the Client's cost, hazardous material to the Client for disposal.

18. Hazardous Materials Surcharge. ALS may apply an additional surcharge for handling of hazardous samples or samples with Naturally Occurring Radioactive Materials (NORM), H<sub>2</sub>S, CN, etc.

19. Sample Containers. ALS may ship sample containers to the Client's location by the most cost effective means using ALS preferred courier suppliers, within the specified project timeline.

20. Additional Charges. ALS may charge the Client (a) its cost for emergency bottle shipments and shipments to and from a remote site, and (b) where pick up and delivery services are provided, subject in each instance to a minimum charge of \$25.00.

21. Large Bottle Orders. The Client shall provide ALS with 24 hours notice for large bottle orders.

22. Re-Tests. ALS reserves the right to re-test any samples that remains in its possession. Re-tests requested by the Client may be charged.

23. Waiver. The Client is responsible for making any assessment regarding the suitability of the Services and the intended results for the Client's purposes and waives any claims against ALS it may have as a result of the interpretation of the results. The Client shall indemnify ALS for all claims made by any third party against ALS in respect of all losses however arising from the performance of the Services or the use of any report provided in the performance of the Services.

24. Limitation of Liability. In no event shall ALS be liable for any consequential, indirect, incidental, special, exemplary or punitive damages, whether foreseeable or unforeseeable, (including claims for loss of profits or revenue or losses caused by stoppage of other work or impairment of other assets) incurred by the Client arising out of breach or failure of express or implied warranty, breach of contract, breach of warranty, misrepresentation, negligence, strict liability in tort or otherwise. In any event, the liability of ALS to the Client shall be limited to the cost of testing the sample as requested in the chain of custody form under which the sample was originally deposited. For the purposes of this paragraph and paragraphs 8, 15, 16, 23 and 25, as the applicable, ALS includes without limitations its directors, officers, employees and affiliates and the Client includes without limitation any third party that may have a claim against ALS through the Client.

25. Notice of Liability. Notwithstanding paragraph 24, ALS shall not be liable to the Client unless the Client provides notice in writing to ALS of such loss or damage, together with full particulars thereof, within 30 days of the Client's receipt of the report of the analysis of the sample giving rise to such liability. The provisions of this paragraph allocate the risk under the Agreement between the Client and ALS, and the fees to be paid by the Client to ALS reflect this allocation of risks and the limitations of liability in this Agreement.

26. Entire Agreement. The Agreement is the entire agreement between the parties and supercedes and takes precedence over any terms and conditions contained in any documentation provided by the Client. ALS's execution of any subsequent documentation from the Client only acknowledges receipt and not acceptance of any terms or conditions therein. If there is a conflict between these terms and conditions and any other Agreement document, these terms and conditions prevail.

**Quoted Parameters with Detection Limits**

<b>Parameter</b>	<b>Method Reference</b>	<b>Report D.L.</b>	<b>Units</b>
<b>Water - Physical Tests</b>			
Conductivity (EC)	APHA 4500-H, 2510	0.20	uS/cm
pH	APHA 4500-H, 2510	0.10	pH
Total Suspended Solids	APHA 2540 D-Gravimetric	3.0	mg/L
<b>Water - Bacteriological Tests</b>			
MF - Fecal Coliforms	APHA 9222D MF	1	CFU/100mL
<b>Water - Total Metals</b>			
Aluminum (Al)	SW 846 - 6020-ICPMS	0.010	mg/L
Antimony (Sb)	SW 846 - 6020-ICPMS	0.00040	mg/L
Arsenic (As)	SW 846 - 6020-ICPMS	0.00040	mg/L
Barium (Ba)	SW 846 - 6020-ICPMS	0.0030	mg/L
Beryllium (Be)	SW 846 - 6020-ICPMS	0.0010	mg/L
Boron (B)	SW 846 - 6020-ICPMS	0.050	mg/L
Cadmium (Cd)	SW 846 - 6020-ICPMS	0.00020	mg/L
Calcium (Ca)	APHA 3120 B-ICP-OES	0.50	mg/L
Chromium (Cr)	SW 846 - 6020-ICPMS	0.0050	mg/L
Cobalt (Co)	SW 846 - 6020-ICPMS	0.0020	mg/L
Copper (Cu)	SW 846 - 6020-ICPMS	0.0010	mg/L
Iron (Fe)	APHA 3120 B-ICP-OES	0.0050	mg/L
Lead (Pb)	SW 846 - 6020-ICPMS	0.00010	mg/L
Lithium (Li)	SW 846 - 6020-ICPMS	0.010	mg/L
Magnesium (Mg)	APHA 3120 B-ICP-OES	0.10	mg/L
Manganese (Mn)	APHA 3120 B-ICP-OES	0.0010	mg/L
Mercury (Hg)-Total	EPA 245.7 / EPA 245.1	0.00010	mg/L
Molybdenum (Mo)	SW 846 - 6020-ICPMS	0.0050	mg/L
Nickel (Ni)	SW 846 - 6020-ICPMS	0.0020	mg/L
Potassium (K)	APHA 3120 B-ICP-OES	0.10	mg/L
Selenium (Se)	SW 846 - 6020-ICPMS	0.00040	mg/L
Silver (Ag)	SW 846 - 6020-ICPMS	0.00010	mg/L
Sodium (Na)	APHA 3120 B-ICP-OES	1.0	mg/L
Thallium (Tl)	SW 846 - 6020-ICPMS	0.00010	mg/L
Tin (Sn)	SW 846 - 6020-ICPMS	0.050	mg/L
Titanium (Ti)	SW 846 - 6020-ICPMS	0.0010	mg/L
Uranium (U)	SW 846 - 6020-ICPMS	0.00010	mg/L
Vanadium (V)	SW 846 - 6020-ICPMS	0.0010	mg/L
Zinc (Zn)	SW 846 - 6020-ICPMS	0.0040	mg/L



<b>Methodology</b>			
<b>Product</b>	<b>Matrix</b>	<b>Product Description</b>	<b>Analytical Method Reference</b>
HG-T-CVAA-ED	Water	Mercury (Hg) - Total	EPA 245.7 / EPA 245.1
MET1-TOT-CCME-ED	Water	Total Trace Metals	SW 846 - 6020-ICPMS
SAMPLE-DISPOSAL	Misc.	Handling/Disposal Fee	