

Eurofins E&E ETC LTD**Terms and Conditions****GENERAL**

Acceptance of this quotation/tender/contract/estimate includes the acceptance of the following terms and conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which may be included or incorporated in any Customers's purchase order, confirmation of booking or other document or acknowledgement).

VALIDITY

Unless previously withdrawn this quotation is open for a period of sixty days and is subject to confirmation at the time of acceptance.

This quotation is made on the assumption that the work is reasonably capable of being carried out. If on inspection it is deemed not to be the case, Eurofins E&E ETC Ltd., hereafter referred to as Eurofins ETC, will advise the client as soon as possible and will then be freed from its obligation within the contract. No liability shall be attached to Eurofins ETC for any loss being incurred as a result of work not being completed and the cost of any inspection and all work connected with it shall be borne by the client.

PRICES

All prices given are exclusive of VAT or other taxes and levies chargeable in respect of the provision of services. Where Eurofins ETC and the client agree to vary the scope of the work and service dates, the agreement shall be confirmed in writing and Eurofins ETC shall be free to adjust the contract price to take account of such changes. All prices shall be given in GBP only.

PAYMENT

The client shall pay in full, or in instalments if previously agreed, without any withholding, set-off or counterclaim within 30 days of the date of invoice where a credit account has been granted. Clients with no credit agreement shall pay in full with order before work can be carried out. Time for payment shall be of the essence. Eurofins ETC may at times require a prepayment against a pro-forma invoice before any services are provided against this contract.

In the event of work being suspended as a result of test failure, or any act of omission by the client, prices quoted may be adjusted to include any extra costs incurred as a result of this suspension. If the suspension is for a period of 30 days or more, Eurofins ETC may at its discretion, invoice the client for any work carried out to that date. If the client requests extra work to be carried out, then if Eurofins ETC agrees with such requests, this will be charged to the client at the current applicable charge rates. Eurofins ETC understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to agreed credit terms.

Eurofins ETC shall have a special lien on all Serviced Goods in Eurofins ETC's possession for all charges arising under this Contract in respect of such Serviced Goods and shall further have a general lien on all goods and property

of the Customer in Eurofins ETC's possession for all monies due and payable by the Customer to Eurofins ETC under this Contract and all other contracts between Eurofins ETC and the Customer. If either lien is not satisfied and discharged within a reasonable time, Eurofins ETC may in its absolute discretion sell the goods and property concerned and apply the proceeds towards the discharge of the relevant lien and the expenses of the sale.

PERFORMANCE OF THE SERVICES

The client shall deliver items for test or calibration, carriage paid and if from outside the UK, duty paid, in adequate time for the work to be carried out, unless by prior arrangement the items are collected by Eurofins ETC's own transport.

If on receipt, the equipment is considered unfit for the services offered, Eurofins ETC shall contact the client and shall only proceed on written instruction from the client. The client must however ensure that all equipment for test or calibration is safe for use.

Eurofins ETC will take all reasonable measures to safeguard client equipment while on its premises.

It shall be the Customer's responsibility to ensure that the machinery and equipment to be tested by Eurofins ETC is capable of being operated and tested by the machinery and equipment used by Eurofins ETC and without causing any loss, damage or destruction of or to the equipment and machinery used by Eurofins ETC within its normal operational parameters. In the event of any loss, damage or destruction of or to the equipment and machinery used by Eurofins ETC which is caused by any default on the Customer's part, the Customer will pay the full cost of any repair or replacement and indemnify Eurofins ETC against all losses, outgoings and demands, including loss of profit, suffered or incurred by Eurofins ETC as a result.

The client by requiring the services of Electromagnetic Compatibility Testing (EMC) acknowledges and accepts that the nature of the services may damage the equipment and that Eurofins ETC can be in no way made liable.

If the client does not arrange for collection of the equipment on completion of the work, Eurofins ETC will return the equipment at the clients risk and expense. Where equipment is provided without adequate packaging, Eurofins ETC may provide extra packaging which will be charged to the client.

Eurofins ETC will attempt to complete all work within the times schedules but shall not be held responsible for any delays incurred due to unforeseen circumstances.

LIABILITY

Should the client suffer material loss as a direct result of any delay in services, the client shall inform Eurofins ETC in writing with a reasonable date by which the work shall be completed. Should Eurofins ETC fail to complete, the client's sole remedy shall be the right to cancel the contract.

Eurofins ETC shall only indemnify the client against direct damage to client property arising while on Eurofins ETC

property only if caused as a direct result of negligence by Eurofins ETC employees. No liability is accepted for damage, delay or loss in transit when equipment is returned following completion of the services.

Eurofins ETC's total liability under this contract/order and in relation to any claims for any loss, liability, damage, (whether civil or criminal), costs and expenses arising from or in connection with the contract/order which did not result from any negligence by Eurofins ETC, shall be limited to the value of the contract/order in total.

OFF SITE SERVICES

Where the services are provided at the client site, the client must inform Eurofins ETC prior to arrival of the Eurofins ETC personnel of any actual or potential health and safety hazards and have adequate public liability insurance.

The client must provide adequate security for all Eurofins ETC equipment either waiting, during or after test or calibration services at the client site and have suitable insurance against theft and damage.

REPORTS AND CERTIFICATES

Any results or conclusion given in reports are correct to the best of our knowledge at the time and on the basis of the instruction and information provided in writing by the client.

Any calibration certificates issued will be either in-house or UKAS certificates and will contain results that are correct to the best of our knowledge at the time and on the basis of the instruction and information provided in writing by the client.

Eurofins ETC shall not be liable for any claims, actions or consequential damage suffered by the client or any third party by use of such reports and certificates and the client by placing an order agrees to indemnify Eurofins ETC against such liability arising from the use of such reports and certificates.

CONFIDENTIALITY

Eurofins ETC agrees to keep confidential all matters relating to this contract. This includes but is not limited to products tested, methods used, results of the work and contents of any reports.

The client shall not by virtue of this contract gain any rights in information, wholly or partially owned by Eurofins ETC or any third party and used in the execution of this work. All such information shall be treated as confidential by the client and shall not be divulged to any other party without the prior written consent of Eurofins ETC.

The client shall not use the name "Eurofins E&E ETC Ltd." or "Eurofins ETC" in any advertising literature with respect to services provided by Eurofins ETC without prior written agreement.

CANCELLATION

If the client cancels a booking for testing services seven calendar days or less before the scheduled date, Eurofins ETC reserves the right to charge the full fee; if cancelled 8 to 14 days before the scheduled date, Eurofins ETC reserves the right to charge 75% of the full fee; if cancelled 15 to 21 days before the scheduled date, Eurofins ETC reserves the right to charge 50% of the full fee. 25% of the cancellation fee may be credited against future services that are not already booked if testing takes place within three months of the cancellation.

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If the client shall break any provision of this or any other contract with Eurofins ETC or suffer distress or execution damage, delay or loss in transit when equipment is returned following completion of the services. Eurofins ETC may, without prejudice to any other claim or remedy, suspend or terminate performance of this or any other contract by written notice and shall be entitled, without prejudice to any other claim or remedy, to payment for the work already completed, work in progress, and any set-up costs at the contract rate, or at a reasonable price based on the contract price or the value of the work done.

WAIVER

Failure by either Party to enforce, at any time or for any period, any one or more of the terms or conditions of the contract/order, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the contract/order.

FORCE MAJEURE

Eurofins ETC shall not be liable for any delay or default caused by any act of God, war, riot or civil commotion, strike, lock-out, industrial action, combination of workmen, fire, flood, drought, tempest, breakdown or other event generally comprehended in the term "force majeure" or beyond its reasonable control (each an "Event of Force Majeure").

LEGAL CONSTRUCTION

Contracts shall in all respects be construed and operate as an English Contract and in conformity with English Law, and the customer consents to the exclusive jurisdiction of the English courts in all matters regarding this contract.

HEADINGS

The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof. If any provision of these conditions is held by any Court or other competent authority to be void or unenforceable in whole or in part, these conditions shall continue to be valid as to the other provisions thereof and the remainder of the effected provision.