

Asbestos Laboratory Services (UK) Ltd - Terms of Business

The following terms and conditions apply to all quotations and sales with The Company, except where modified in writing. They will be found to accord with the usual customers and statutory regulations in the industry and do not affect the clients' rights under the common law but are stated specifically to avoid misunderstanding. The placing of an order/letter of intent with The Company by the Client shall be deemed to be his/her unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the client whether referred to or contained in his enquiry, order or otherwise. All relevant paperwork will be accepted as an official order.

1. Interpretation

1.1 In these conditions:

'CUSTOMER' means the person who accepts a quotation from the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means Asbestos Laboratory Services (UK) Ltd registered in England under number 11578497.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Customer and the Company.

'CONTRACT' means the contract for the provision of the services.

'OUTPUT MATERIAL' means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

'SERVICES' means the provision of consultancy, testing, survey, training, inspection or other services for which the company undertakes to perform for The Customer under the Contract.

'WRITING' includes electronic mail, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this Condition are for convenience only and shall not affect their interpretation.

2. Basis of the sale

Service Levels:

- a. **Same Day** – by prior agreement only
- b. **Express** - 24 hours
- c. **Standard** - 3 days
- d. **Basic** - 7 days
- e. **Water Absorption** – 48 hours

The above are subject to the volume you need analysing as well as our capacity / existing commitments at the specific time. ***Please call to ensure your requirements can be met before posting / delivering your samples. We cannot be held responsible for time lost in returning your samples & / or delays in analysing, if you have not checked beforehand.***

2.1 The Company shall provide the Services and Customer shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Customer, or any written

order of the Customer which is accepted by the Company, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No Variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Customer and the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of, any such representations which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Orders and Specifications

3.1 No order submitted by the Customer shall be deemed to be accepted by the Company unless and until the Company's authorised representative contacts the Customer and confirms acceptance of the order submitted.

3.2 The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements.

3.4 No order which has been accepted by the Company may be cancelled by the Customer except with the agreement in Writing of the Company and on condition that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

4. Assignments and Sub-Contracting

4.1 The Company will perform the Services using its own staff. However, the company reserves its right in an emergency or when exceptional circumstances occur, to sub-contract the whole or part of the work subject to agreement by the Customer to allow the use of a sub-contractor.

5. Price of Services

5.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

5.2 The Company reserves the right by giving notice to the Customer at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

5.3 Value Added Tax ('VAT') will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Customer is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Customer's VAT registration number. If the Customer is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.

6. Terms of Payment

6.1 Subject to any special terms agreed in Writing between the Customer and the Company, the Company shall be entitled to invoice the Customer for the price of the Services on or at any time after commencement of the same.

6.2 The Customer shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

6.3.1 Cancel the Contract or suspend any further provisions of the Services to the Customer. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.

6.3.2 Under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Customer interest (both before and after any judgment) on the amount unpaid, at the rate of 4% per annum above (Lloyds TSB Bank plc) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest): and

6.3.3 Charge the Customer the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

7. Force Majeure

7.1 The company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

8. Accuracy

8.1 Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Customer and evidence known at the time to the Company. The Customer shall supply all necessary information, data, drawings and items necessary to the timescale required by the Company and shall arrange, at the Customer's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items forms an integral part of the Work. All Data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience.

Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.

8.2 Any report produced by the Company for the benefit of the Customer relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

9. Confidentiality and Intellectual Property

9.1 Asbestos Laboratory Services takes customer confidentiality very seriously. Information obtained or created during the work undertaken must not be passed on under any circumstances to unauthorised personnel. Should any information be intended to be placed in the public domain, the customer must be informed in advance.

Confidential information can only be released once agreement has been made between the laboratory and the customer. All correspondence is to be recorded and filed within the client correspondence folder. Where the release of confidential information is required by law, the customer must, unless prohibited by law, be notified of the information provided.

9.2 The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Customer and the Company, belong to the Company, but the Customer shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive license, subject to payment in full of all sums payable under this contract.

9.3 Any information provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Customer: but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

9.4 The Output Material is prepared exclusively for the Customer for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Customer shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.

9.5 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third part, it does not give any particular warranty in this respect.

10. Warranty and Limitation of Liability

10.1 The Company warrants to the Customer that services (with the exception of advice and consultancy) will be provided with accordance with the Health and Safety Executive Control of Asbestos Regulation 2012 and current guidance "Asbestos: The Survey Guide" (HSG264).

10.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or

deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

10.3 The Services are provided to and for the benefit of the Customer exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

10.4 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

10.5 No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Customer. Following examination of the goods or samples the remainder will only be returned to the Customer upon written request. Unless the Company receives notice in writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.

10.6 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.

10.7 The Company does not accept any liability for pure financial loss.

10.8 The Customer shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Customer.

10.9 The Customer is under a duty to mitigate any losses howsoever caused.

10.10 The Customer acknowledges and agrees that the limitation of liability contained in this clause is:

10.10.1 fair and reasonable;

10.10.2 reflected in the level of charges and of insurance cover carried by the Company

10.10.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Customer on terms no less onerous than those contained in this Contract.

11. Publicity

11.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Customer.

12. Non-solicitation of Staff

12.1 The Customer shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee or consultant, any person who is or was employed or engaged by the Company in providing the Services.

12.2 Should the Customer be in breach of 13.1 above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

13. Data Protection Act 1998

13.1 The Company is registered under the Data Protection Act 1998.

13.2 The Company may consult or register information about the Customer and the conduct of the Customer's account with a licensed credit reference agency. The Company may also consult a licensed credit agency about any credit information that they hold on the Customer, or the Customer's principal directors. The Company will keep a record of that search either on computer or on manual records.

13.3 As part of its marketing policy the Company may send to the Customer from time to time details of its products and services. If the Customer does not wish to receive these details then please contact ASE (list address, phone number and email address, if appropriate).

14 Dispute Resolution And Applicable Law

14.1 The contract shall in all respects be subject to and construed in accordance with English Law and the Customer submits to the exclusive jurisdiction of the English Courts.

15. Events of Default, Termination, Repossession, Suspension

15.1 If:

15.1.1 the Customer fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company: or

15.1.2 the /Customer is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Customer otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or

15.1.3 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction): or

15.1.4 an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the /Customer: or

15.1.5 the Customer ceases, or threatens to cease, to carry on business; or

15.1.6 where the Customer is an individual or partnership, he or any partner dies; or

15.1.7 outside England and Wales anything corresponding to any of the above occurs: or

15.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer.

15.2 Then in the above cases the Customer shall notify the Company forthwith in writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from

the Customer as aforesaid and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Customer do any one or more of the following:-

- 15.2.1 terminate, cancel and/or rescind the Contract and other contracts with the Customer;
- 15.2.2 declare immediately due, payable and interest-bearing under clause 6.3.2. above any amounts owed by the Customer to the Company under any contract;
- 15.2.3 suspend the provision of any Services to the Customer;
- 15.2.4 proceed against the Customer for any sums owing under the Contract and/or damages, as appropriate.

16. General

16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

16.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby.

16.4 The parties acknowledge that, except as specifically provided in this Contract it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. Complaints

17.1 To exercise all relevant rights, queries, or complaints please, in the first instance, contact Asbestos Laboratory Services (UK) Ltd, Sycamore Court, North Leigh Business Park, North Leigh, Witney, Oxfordshire. OX29 6SW Email asbestoslabs@amiantus.co.uk

17.2 If this does not resolve your complaint to your satisfaction you have the right to lodge a complaint with the Information Commissioner's Office on 0303 1231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.