

Special Testing Ltd. Terms & Conditions

1. Definitions

Customer: A company or person buying our services

STL: Special Testing Ltd

Services: Supply of commercial testing and/or associated Services

Payment terms are strictly 30 day net monthly, unless specifically varied in writing by an officer of the Company. If the Customer fails to pay the consideration stated in any invoice in full on the due date as provided under these terms and conditions, STL reserve the right to charge interest on the unpaid balance at the rate of 5% above the base rate of the Bank of England.

The Customer agrees to indemnify STL in respect of all reasonable legal and collection fees which it may incur in recovering any sum which is due from the Customer under or in connection with any contract.

2. Formation of Contract

2.1 These terms and conditions shall apply to all services supplied by STL.

2.2 These terms and conditions shall prevail over any inconsistent terms or conditions contained in or referred to in the Customers purchase order, confirmation of order, acceptance of a quotation or specification, or implied by law, trade custom, practice or course of dealing.

2.3 The Customer's purchase order or the Customer's acceptance of a quotation for services by STL constitutes an offer by the Customer to purchase the services specified in it on these conditions. By STL starting to provide the services requested, then a contract for the supply and purchase of those services on these terms and conditions will be established (the contract).

2.4 No quotation given by STL shall be an offer to contract with any person and no contract shall come in to existence except in accordance with condition 2.3.

2.5 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time, without liability.

2.6 Failure by the Company to enforce strict compliance with these conditions by the customer will not constitute a waiver of any of the conditions.

3. Prices and Payment

3.1 Prices quoted by STL for services are solely for the performance of the services and are exclusive of all charges in respect of delivery, insurance, inspection, packaging charges or storage costs and all other taxes (including, for the avoidance of doubt and without limitation, all value added tax and equivalent taxes and all custom and excise duties) and charges ("costs").

3.2 Written or oral quotations provided by STL to any Customer in respect of any proposed services shall be valid for 14 days from the date thereof unless otherwise stated and STL may withdraw any such quotation at any time.

3.3 STL may issue invoices in respect of services either:

Upon completion of the relevant services; or

If the services comprise of a series of sub-services, upon completion to STL's reasonable satisfaction of each sub-service STL reserve the right to invoice for that proportion of the total consideration.

If STL's performance of the contract is delayed by the customer or other caused beyond STL's reasonable control, STL may issue such invoice or invoices which cover the services already provided, and the Customer shall pay the consideration stated in such invoice or invoices.

4. Customers Property

4.1 If a Customer provides STL with detailed instructions in writing as to the treatment and handling of particular items of its property, STL will use its reasonable endeavours to comply with such instructions.

4.2 The Customer shall specify to STL in writing the type of material tolerances and specifications for processing any sample prior to STL's commencing services in relation to that sample.

4.3 In the event that the customer fails to provide any such information, STL shall not bear any liability arising from those services which it would otherwise bear as a result of committing or omitting to commit any act which it might reasonably not have done if the Customer had communicated the relevant information to STL prior to beginning the relevant services.

4.4 The Customer acknowledges and expressly agrees that testing services carried out by STL may damage or destroy any and all samples and any other materials or property delivered by Customers to STL in relation to the contract.

4.5 When testing services are carried out, STL shall not be liable in respect of any costs or losses resulting from damage to or destruction of any property belonging to the customer unless the relevant property and the relevant purchase order in respect of the services for which the property is delivered to STL is clearly marked "do not destroy". If the contract and Customer's property are so marked, STL's liability for damage to the Customer's property is limited to the lesser of (i) the value of Customer's property or (ii) the cost of the services performed on the damaged property pursuant to the contract. Under no conditions will STL be responsible for any additional costs or damages, including consequential damages and indirect costs or losses resulting from destruction of Customer's property.

5. Title and Security

5.1 Title to the Customer's property which is delivered to STL and all risk of loss or damage to such property shall remain with the Customer at all times. On delivery of any property of the Customer to STL with a view to services being carried out in relation to that property, the Customer grants to STL a lien over all such property, as security against payment to STL of the consideration and any and all other fees or charges due to STL hereunder and shall upon request grant such other security over that property to STL as STL may from time to time require. STL may retain all property delivered to it until all sums due and owing to STL by the Customer have been paid.

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| <p>5.2 The Customer will not be entitled to the return of its property which it provides to STL for testing services unless specifically agreed in writing by an officer of STL.</p> <p>6. Limitation of Liability</p> <p>6.1 This condition 6 sets out the entire financial liability of STL to the Customer in respect of any breach of the Contract, any use made by the Customer of samples or any part of them on which services are carried out and any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the contract.</p> <p>6.2 Other than expressly set out herein and as specifically warranted in writing to the Customer by an officer of STL, all warranties, conditions and other items implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.</p> <p>6.3 Subject to this condition 6, STL shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect consequential loss, or any costs, damages, charges or expenses.</p> <p>6.4 The sole and exclusive remedy of the Customer in respect of a claim against STL under the contract, whether in tort (including for negligence or breach of statutory duty), contract misrepresentation or otherwise, shall be (i) upon the supply of additional samples, at the sole cost of the Customer, upon which the services were performed, the re-performance of any defective portion of the services; or (ii) at STL's option, a refund or credit to Customer in the amount of the price paid for the defective portion of the services.</p> <p>6.5 The Customer's remedies hereunder shall only be available if; (i) the Customer has paid all outstanding consideration owed to STL; (ii) the Customer notifies STL in detail and in writing of the alleged basis for the relevant claim within two months of the Customer's becoming aware thereof and within one year after the completion of the services to which the claim relates; and (iii) STL is permitted to inspect any and all property with respect to which the relevant services are claimed to have been defective or to which Customer's claim otherwise relates.</p> <p>7. Cancellations</p> <p>7.1 The Customer may only cancel (in whole or in part) an order placed with STL, and which STL has accepted, with the written consent of STL.</p> <p>7.2 If a contract has formed and the Customer cancels any order (in whole or in part) being the subject of that contract without STL's consent, the Customer shall at STL's discretion, be liable for the full amount of the consideration agreed under that contract plus all costs incurred by STL under the contract prior to the cancellation.</p> <p>8. Court and other Proceedings</p> <p>8.1 In the event that the Customer requires STL to present the results of findings of services carried out by STL in witness statements, court hearings or other legal or other proceedings, the customer shall pay to STL such costs and fees for such presentations and the preparation thereof as STL may charge to Customer generally from time to time for such services and such payment shall be in addition to the consideration.</p> | <p>8.2 If STL is required by a party other than the Customer to provide any evidence in any legal proceedings relating to the customer, that Customer shall pay the total costs and fees arising from any service which STL is required to do as a result, including without limitation the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer has paid all outstanding consideration under the contract and whether or not STL has closed the Customer's file in respect of the relevant matter.</p> <p>9. Force Majeure</p> <p>9.1 The parties hereto shall not be liable to perform any obligation hereunder if inability to perform is caused directly or indirectly by any act of god, flood, war, riot, accident, explosion, strike or labour dispute, compliance with any law, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially impracticable or any other cause beyond the party's reasonable control; provided, however, that this clause shall not apply to any obligation to make payments due to STL under this agreement.</p> <p>10. Waiver of Compliance</p> <p>10.1 Waiver by either party hereto of a breach by the other party of any of the provisions of these Terms and Conditions shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.</p> <p>11. Severability</p> <p>11.1 If any provision or remedy herein provided for be invalid under any applicable law, it shall be deemed severed from the contract and the remaining provisions of the Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent thereof.</p> <p>12. Third Parties</p> <p>12.1 The contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.</p> <p>13. Governing Law</p> <p>13.1 The contract shall be governed by and construed under the laws of England and Wales.</p> <p>13.2 The parties to the contract hereby submit to the exclusive jurisdiction of the English courts.</p> <p>14. Decision Rules</p> <p>14.1 In order for Special Testing to comply with the requirements of BS EN ISO 17025:17, decision rules will be applied to automatically account for uncertainty of measurement when making statements of conformity. Full details are available on the STL website.</p> |
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