

Amtest UK Limited

Terms and Conditions of Business: Materials Testing Services

1. Definitions

- 1.1. "Company" refers to AMTEST UK Limited, including its directors, employees, subcontractors, and agents ("Company's Persons").
- 1.2. "Client" means the person, entity, or firm named in the Quotation whose Order is accepted by the Company.
- 1.3. "Contract" comprises the Quotation, Order, Company's written acceptance, and these Terms and Conditions.
- 1.4. "Quotation" means the Company's written offer or verbally confirmed written offer for Services.
- 1.5. "Order" means the Client's written request for Services.
- 1.6. "Services" include materials testing, analysis, inspection, consultancy, certification, and related activities specified in the Quotation or Order.
- 1.7. "Sample" means any material provided by the Client or collected by the Company for testing.
- 1.8. "Goods" means materials or items provided by the Client for Services, including Samples.
- 1.9. "Report" includes test certificates, technical reports, or documentation issued by the Company.
- 1.10. "Losses" encompass damages, expenses, legal costs, loss of profits, and other costs incurred by the Company or third parties.
- 1.11. "Anti-Corruption Laws" include all applicable laws, such as the Bribery Act 2010, relating to anti-bribery and anti-corruption.
- 1.12. "Other Premises" means any premises not controlled by the Company, including the Client's site.

2. General Provisions

- 2.1. These Terms and Conditions, with the Quotation, govern Services unless otherwise specified. They override Client terms or prior Company conditions.
- 2.2. Quotations are valid for 90 days unless stated or withdrawn in writing. No Contract exists until the Company accepts the Order in writing, via email (not facsimile).
- 2.3. The Company will perform Services with reasonable skill and care, adhering to industry standards. Reports provide factual results unless interpretation is agreed in writing.
- 2.4. The Contract constitutes the entire agreement. Client reliance on external statements must be documented and confirmed by the Company.
- 2.5. Errors in Company documents may be corrected without liability.
- 2.6. No variation to these Terms is binding unless agreed in writing by the Company.
- 2.7. Advice outside the Contract is at the Client's risk, and the Company is not liable.

3. Additional Charges

- 3.1. Additional Services beyond the Quotation's scope may incur charges due to:
 - i. Changes in project scope or timing.
 - ii. Delays or insolvency of Client's contractors.
 - iii. Written variations per Section 2.6.
 - iv. Expedited completion requests.
 - v. Unforeseeable Sample or environmental conditions.
 - vi. Redelivery of Goods or equipment.
 - vii. Delays due to health crises, including pandemics.
 - viii. Client denial of site access or suspension for safety.
- 3.2. Additional Services are charged at actual staff and equipment costs plus 20% for overheads and profit, and third-party services at cost plus 15%.
- 3.3. A minimum charge of £175 plus VAT applies for orders, site visits, sample collections, or aborted visits not cancelled 24 hours in advance.
- 3.4. The Company may increase prices before completion to reflect cost increases due to legislation, labor, materials, or Client delays, with notice.
- 3.5. Costs for bespoke site induction training are charged at actual cost plus 20%.
- 3.6. Additional Report copies beyond two are charged at £50 each.

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4. Time for Completion

- 4.1. Laboratory turnaround times are as stated in the Quotation. If unspecified, Services are completed within a reasonable period.
- 4.2. Time estimates are for guidance. The Company is not liable for delay losses unless time is of the essence in the Quotation.

5. Client Responsibilities

- 5.1. The Client shall provide, at no cost:
 - i. Notice of commencement.
 - ii. All relevant project information and documentation.
 - iii. Prompt decisions to avoid delays.
 - iv. Cooperation from contractors or advisers.
 - v. A site laboratory with power, water, drainage, internet, and waste disposal for testing earthworks, concrete, and bituminous materials.
 - vi. Safe access, including consents for third-party land.
 - vii. Information on underground services (e.g., gas, electricity).
- 5.2. The Client selects tests, locations, and Sample requirements unless agreed otherwise.
- 5.3. The Client must notify the Company in writing before delivering hazardous Samples (e.g., radioactive, toxic) with a risk assessment. The Company may refuse such Samples and terminate the Contract.
- 5.4. For Other Premises, the Client shall:
 - i. Ensure health and safety compliance, including asbestos removal unless specified.
 - ii. Provide a safe system of work and utilities.
 - iii. Secure permits and insurance.
- 5.5. The Client provides a unique purchase order or reference for each Sample or Service.
- 5.6. The Client indemnifies the Company against Losses from failure to comply with these obligations or from intellectual property infringement by Client-supplied materials.

6. Execution of Services and Tests

- 6.1. Tests are conducted singly unless the Client requests replicates in writing or the Company deems them necessary, with additional charges.
- 6.2. The Client must provide detailed Sample information. Incorrect descriptions may incur additional charges.
- 6.3. Tests are performed on Samples as received unless otherwise instructed in writing. Preparation work is chargeable.
- 6.4. Test methods are at the Company's discretion unless specified and agreed in writing, with negotiated charges for special procedures.
- 6.5. Verbal test method descriptions are provided on request. Written descriptions incur additional charges.
- 6.6. Priority testing may incur a surcharge, details available on request.
- 6.7. Special standards or equipment used in tests are invoiced additionally.

7. Payment Term

- 7.1. Invoices are issued upon completion or interim for long-term Services. Payment is due 30 days from invoice date.
- 7.2. The Company may require prepayment or withhold Reports until payment.
- 7.3. For construction operations under the Housing Grants, Construction and Regeneration Act 1996:
 - i. Due date is the invoice date.
 - ii. Within 5 days, the Client issues a Payment Notice stating the sum due.
 - iii. The Client pays the Notified Sum by the final date unless a Pay Less Notice is issued 5 days prior.
- 7.4. Late payments incur interest at 4% above the Bank of England base rate.
- 7.5. No set-off is permitted without Company agreement.
- 7.6. Non-payment allows suspension or termination after 7 days' notice.

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8. Health and Safety on Contaminated Sites

- 8.1. Unless specified, Quotations exclude contaminated sites. Special measures are charged per Section 3.2.
- 8.2. Equipment damage is charged at replacement cost plus 20%.

9. Reports and Intellectual Property

- 9.1. Reports are confidential and require Company consent for third-party sharing. Copies must be in original form.
- 9.2. Results marked “Not UKAS” are outside UKAS accreditation.
- 9.3. Litigation use of Reports requires prior notification. The Company may refuse such services.
- 9.4. Copyright in Reports remains with the Company. Upon payment, the Client receives a non-exclusive license for internal use.
- 9.5. Reports may not be used for advertising without consent, which may increase charges.
- 9.6. The Company owns all intellectual property in Service outputs. Client use of third-party marks requires separate agreements.
- 9.7. The Company may audit intellectual property use and withdraw rights for non-compliance.

10. Risk and Title

- 10.1. Risk in Goods passes to the Company upon safe delivery to its premises. On Other Premises, risk remains with the Client, subject to reasonable Company protections.
- 10.2. Risk reverts to the Client 10 days after the final invoice. The Company is not responsible for storage unless agreed.
- 10.3. The Company may conduct destructive testing at its discretion, with no liability for destroyed Goods.
- 10.4. Uncollected Goods after 5 days incur storage or disposal charges.
- 10.5. Title in Goods remains with the Client unless otherwise agreed.

11. Limitation of Liability

- 11.1. Liability for unreturnable Goods is limited to replacement cost.
- 11.2. The Company is not liable for losses from inconsistent Client instructions or third-party Report reliance.
- 11.3. Except for negligence causing death or injury, fraud, or illegal exclusions, the Company is not liable for:
 - i. Increased costs, loss of profits, or goodwill.
 - ii. Indirect or consequential damages.
- 11.4. Liability is capped at the lower of actual loss, 125% of Service price, or £100,000.
- 11.5. The Client acknowledges this limitation as fair and has declined higher liability for a higher fee.

12. Subcontracting

- 12.1. The Company may subcontract to UKAS-compliant laboratories, notifying the Client for accredited tests.
- 12.2. The Company is responsible for subcontractors unless specified by the Client or regulator.
- 12.3. Subcontracted Services are subject to these Terms.

13. Termination

- 13.1. The Contract terminates upon Service completion.
- 13.2. Termination for material breach requires 7 days' notice if unremedied.
- 13.3. The Company may terminate immediately for:
 - i. Non-payment or breach.
 - ii. Client insolvency or cessation of business.
 - iii. Undisclosed hazardous Samples.
- 13.4. The Client pays for all Services, including unperformed agreed Services, upon termination.
- 13.5. Cancellation requires Company consent, with the Client indemnifying Losses.

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14. Force Majeure

- 14.1. The Company is not liable for delays due to acts of God, war, regulations, strikes, pandemics, or Client non-cooperation.

15. Anti-Corruption

- 15.1. The Client complies with Anti-Corruption Laws and Company policies, reporting undue advantage demands.

16. General

- 16.1. Notices are in writing, via email or registered post for termination.
16.2. Governed by English law, with English court jurisdiction.
16.3. Non-assignable without consent.
16.4. Invalid provisions do not affect others.
16.5. Third-party rights are excluded, except for subcontractors.

