

## **Amtest UK Limited**

### **Terms and Conditions of Business: Materials Testing Services**

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#### **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 Quotations are valid for 90 days unless stated or withdrawn in writing.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 shall be issued upon completion of the Services (including Mobilisation/Labor, Site Testing and Laboratory Testing) or, for long-term or staged engagements, on an interim basis as determined by the Company. All payments are due 30 days from the date of the invoice unless otherwise agreed in writing.
- 7.2. The Company reserves the right to invoice for full or partial prepayment prior to commencement of Services and may, at its discretion, withhold Reports, Deliverables, or continuation of Services until payment is received in full.

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- 7.3. For construction operations under the Housing Grants, Construction and Regeneration Act 1996:
- i. The Due Date for payment shall be 30 days from the date of the invoice (the "Invoice Date").
  - ii. Unless the Client notifies the Company in writing of any disagreement with the invoiced amount within 14 days of the Invoice Date, the invoice shall be deemed accepted and the sum stated shall become the Notified Sum.
  - iii. The final date for payment of the Notified Sum is the Due Date, unless the Client issues a Pay Less Notice in accordance with the Construction Act, no later than 5 days after the issue of the invoice.
  - iv. If a valid Pay Less Notice is issued, the amount stated in that notice shall be paid within 10 days of the date of the Pay Less Notice.
- 7.4. Where any payment due to the Company is not made by 30 days from the date of the invoice, the Company shall be entitled, without prejudice to any other rights or remedies, to charge:
- i. Statutory interest at a rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received in full, in accordance with the Late Payment of Commercial Debts (Interests) Act 1998 (as amended);
  - ii. A fixed compensation charge per overdue invoice, as set out under Section 5A of the above Act:
    - £40 for debts under £1,000
    - £70 for debts between £1,000 and £10,000
    - £100 for debts over £10,000
  - iii. A reasonable administrative charge of £3.40 per day per overdue invoice, beginning the day after the payment due date, to reflect internal recovery and credit control costs. This represents a genuine pre-estimate of the Company associated costs and in addition to statutory interest and compensation;
  - iv. All reasonable recovery costs, including legal fees and debt collection agency fees, where incurred.

**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.

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- 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.

**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.