
Terms and Conditions for Environmental Testing of Equipment and Components: Sept 2014

1. GENERAL

All work by way of environmental testing is undertaken by ALPHATECH LTD on the basis of the following conditions and any terms and conditions of purchase, which may appear on any standard form from you, are hereby excluded. Specific conditions, additional to the following, shall only be deemed to be incorporated in the contract if set out on the face of our formal Quotation.

2. VALIDITY

Unless previously withdrawn, our Quotation is open for acceptance for the period stated therein or, when no period is so stated, within sixty days only after its date.

3. DELIVERY OF EQUIPMENT TO US

Unless otherwise stated in our Quotation, equipment and components (hereinafter referred to as Equipment) sent to us for test must be delivered to our premises at the above address free of all cost.

4. LIMITS OF CONTRACT

Quotations are made and Equipment is accepted for test on the assumption that such test is reasonably capable of being carried out. If, on inspection and initial test verification, the required test cannot be carried out, we will so advise you as soon as reasonably practicable; however we shall be entitled to make a charge for such inspection and will have no liability for any loss occasioned by any test not being carried out. Unless specifically agreed in writing, we will not undertake fault-finding or repair of the Equipment. Where testing is carried out, ALPHATECH's liability aggregate, whether claims are in contract or in tort and in one or more jurisdictions, shall not exceed the contract price in sterling (or its equivalent in sterling at the date of the contract takes effect) as fixed under Clause 5.

5. PRICES

Any prices quoted shall be valid only to the extent that inspection shows the test required to be that quoted for. If the cost to us of performing a test shall be increased or decreased by reason of:

- a) any increase or decrease in the work to be carried out,
- b) any suspension of work caused by your instructions or lack of instructions, or
- c) the making or amendment after the date of our Quotation as the case may be of any law or of any order, regulation or by-law, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.

6. CANCELLATIONS, POSTPONEMENTS AND AMENDMENTS

- 1) All direct and unrecoverable costs relating to materials, hire, subcontractors and carriage costs incurred by ALPHATECH relating to any order cancelled or postponed at any time by the Customer will be charged to the Customer in full.
- 2) Where a customer fails to provide notification of order cancellation or postponement in writing to ALPHATECH at least 5 days before the scheduled start date for the test or if ALPHATECH's performance of a contract is interrupted or hindered due to non arrival, late delivery, specimen failure or extended setting-up time of the Customer's test items or equipment, other than the default of ALPHATECH, the Customer shall be liable for:
 - a) a pro rata charge as per ALPHATECH's quotation for the work done up to the time of failure, including set-up time, materials, hire charges and all other unrecoverable expenses.
 - b) a charge for any repeat testing required as a result of the failure, including additional set-up time as required.
 - c) all unrecoverable direct costs relating to materials, hire, subcontractors, storage and carriage incurred by ALPHATECH.
 - d) A charge to cover lost productivity for the balance of the day on which interruption of the Contract occurred and for up to three days thereafter at a fixed per diem rate based on 75% of the quoted day rate.
- 3) A significant amount of pre-test preparation is required by ALPHATECH, therefore ALPHATECH may apply a de minimus £250 against order cancellation applied by the Customer, other than in such cases where the order is re-issued within 30 days as a replacement order for the same programme of work.

7. DELIVERY

Unless otherwise specified in our Quotation, the Equipment, which is to be delivered to you, shall be delivered by any method of transport at our option and we shall not be responsible for off loading. Any claim in respect of loss or of damage to Equipment in transit must be notified to us in writing within three days of delivery where we ourselves make delivery or where delivery is by carrier to notify both the carrier and ourselves in writing of such loss or damage within such time as will enable us to comply with the carrier's conditions affecting such loss or damage. Unless products are checked on receipt the carrier's documentation should be endorsed 'unexamined'.

8. LIABILITY FOR DELAY

Any time quoted by us for delivery of Equipment tested in our works shall not begin to run until we have received the said Equipment and until we have received a written order to proceed and all necessary information to enable us to put the work in hand. Any such time is to be treated as an estimate only not involving us in any liability for failure to deliver or complete within such time. In all cases, whether a time for delivery or completion be quoted or not, the time therefore shall be extended by a reasonable period if delay in delivery or completion is caused by instructions, or lack of instructions, from you or by industrial dispute or by any cause whatsoever beyond our reasonable control.

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9. LIABILITY FOR ACCIDENTS AND DAMAGE

- a) We shall not be liable for the destruction of or damage to any item of Equipment caused during work thereon, other than destruction or damage caused by our negligence in carrying out such work.
- b) You shall indemnify us against injury or damage to our person or property or that of others occurring during such work and caused by or arising out of any condition or nature of such item of Equipment.
- c) We shall not be liable to you for any consequential loss or loss of profit or on contracts or for loss, damage or injury of any kind whatsoever.
- d) Our total liability under this clause shall not exceed the contract price.

10. PACKING

Unless otherwise specified in our tender, all packing cases, skids, drums and other packing materials must be returned to our works at your expense and in good condition within one month from date of receipt. If not so returned they will be charged for.

11. STORAGE

If we do not receive forwarding instructions sufficient to enable us to despatch Equipment tested within 14 days after the date of notification that the Equipment is ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.

12. PAYMENT

Unless otherwise agreed, payment in full shall be due within 7 days (seven days) from the date of invoice. Payment will be made without any off set or assertion of any counterclaim of any kind unless agreed between the parties in writing.

13. ASSIGNMENT

ALPHATECH may freely assign its rights under any contract and may also assign its obligations under the contract to an assignee, who in ALPHATECH's reasonable option, shall be fit and proper and for the avoidance of doubt in such event, you agree to accept the performance of such obligations by the assignee.

14. COMPLETION

Nothing herein or in our tender shall bind ALPHATECH to complete any contract. In the event that ALPHATECH is unable to complete a contract, the Customer agrees that it shall have no rights or remedies against ALPHATECH (unless this is absolutely prohibited by law).

15. CHOICE OF LAW

This agreement, and ALPHATECH's obligations in regard to its work and services hereunder, shall be governed by English law and the parties agree to the exclusive jurisdiction of the English courts.

16. SEVERANCE OF TERMS

If any of the provisions of this Agreement is held not to be valid as being unreasonable or unenforceable for any reasons but would be valid if certain wording were deleted or modified, then such provisions will apply with such deletions and modifications as necessary.