



UNIT 21 | POWER PARK
CALDER VALE ROAD
WAKEFIELD | UK | WF1 5PE
TEL: +44 (0)1924 780327
FAX: +44 (0)1924 386 539

metserv@tei.co.uk
www.tei.co.uk

Metallurgical Services

1. Definitions

'Customer'	a company or person buying our services
'TEi'	TEi Ltd, (Metallurgical Services Division)
'Services'	supply of commercial testing and or associated services

2. Formation of Contract

- 2.1 These Terms and Conditions shall apply to all services supplied by TEi Ltd (Metallurgical Services Division).
- 2.2 These Terms and Conditions shall prevail over any inconsistent terms or conditions contained in or referred to in the Customer's 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 TEi constitutes an offer by the customer to purchase the Services specified in it on these conditions. By TEi 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 TEi shall be an offer to contract with any person and no Contract shall come into 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 TEi 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 customs and excise duties) and charges ('Costs').
- 3.2 Written and oral quotations provided by TEi to any Customer in respect of any proposed Services shall be valid for fourteen days from the date thereof unless otherwise stated and TEi may withdraw any such quotation at any time.
- 3.3 TEi may issue invoices in respect of Services either:
Upon completion of the relevant Services; or
If the Services comprise a series of sub-services, upon completion to TEi's reasonable satisfaction of each sub-service, TEi reserve the right to invoice for that proportion of the total Consideration.
If TEi's performance of the Contract is delayed or forestalled by the Customer or other causes beyond TEi's reasonable control, TEi 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.
Payment terms are strictly 30 days nett 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 conditions, TEi 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 TEi 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.

4. Customer's Property.

- 4.1 If a Customer provides TEi with detailed instructions in writing as to the treatment and handling of particular items of its property, TEi will use its reasonable endeavours to comply with such instructions.
- 4.2 The Customer shall specify to TEi in writing the type of material, tolerances and specifications for processing any Sample prior to TEi's commencing services in relation to that Sample.
- 4.3 In the event that the Customer fails to provide any such information, TEi shall not bear any liability arising from those services which it would otherwise bear as a result of it committing or omitting to commit any act which it might reasonably not have done if the Customer had communicated the relevant information to TEi prior to beginning the relevant Services.
- 4.4 The Customer acknowledges and expressly agrees that the testing services carried out by TEi may damage or destroy any and all Samples and any other materials or property delivered by the Customer to TEi in relation to the contract.
- 4.5 When Testing services are carried out, TEi 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 TEi is clearly marked 'Do Not Destroy'. If the Contract and Customer's property are so marked, TEi'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 TEi 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 TEi 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 TEi with a view to Services being carried out in relation to that property, the Customer grants to TEi a lien over all such property, as security against payment to TEi of the Consideration and any and all other fees or charges due to TEi hereunder and shall upon request grant such other security over that property to TEi as TEi may from time to time require. TEi may retain all property delivered to it until all sums due and owing to TEi by the Customer have been paid.



- 5.2 The Customer will not be entitled to the return of its property which it provides to TEi for testing services unless specifically agreed in writing by an officer of TEi.
- 6. Confidentiality**
- 6.1 Full disclosures shall be made by the customer to TEi Ltd of all information and facts which may affect such work prior to commencement of the Work. TEi's liability will be limited by the disclosures made by the customer and TEi Ltd shall not be liable for conducting work in good faith on the basis of incorrect, incomplete or inadequate information from the customer. The Work and all information supplied by the Customer are confidential to the Customer and will not be discussed with or disclosed by TEi Ltd to a third party without the prior permission of the Customer. This clause shall not apply to information, which is owned by TEi Ltd (solely or jointly with any third party or parties), which is already known to TEi Ltd prior to disclosure by the Customer, which is or becomes available to TEi Ltd by lawful means, or which is already in the public domain.
- 6.2 Each party agrees to maintain secret and confidential all information relating to the business affairs methods and know-how of the other that it acquires pursuant to the Contract.
- 6.3 Without prejudice to the Customer's right to use reported information, the copyright in any report or written statement of the reported information produced by TEi Ltd shall be vested in TEi Ltd. The Customer shall not reproduce, except in full any report issued by TEi Ltd to any third party. TEi Ltd maintain copies of all issued reports and certificates to ensure the reproduction of the report originally issued to the contracting customer in order to counter any accidental or fraudulent report alterations by any party subsequent to the original issue.
- 6.4 Test information reported is provided solely to the customer for the purpose for which it was specifically commissioned. TEi Ltd accepts no liability if such information is used for any other purpose or by anyone other than the customer.
- 7. Decision Rules and Statements of Conformity of Test Results**
- 7.1 When a statement of conformity is not requested and where applicable, TEi Ltd decision rule is to report the test result as found together with the uncertainty of measurement.
- 7.2 When a statement of conformity is requested for a test result against limits set out in a standard or specification TEi will follow ILAC G8:09/2019 'Guidelines on Decision Rules and Statements of Conformity' and UKAS document 'Decision Rules and Statements of Conformity' shall form the basis of the requirements stated in ISO/IEC 17025:2017 regarding statements of conformity and defining how Decision Rules can be selected and how uncertainty can (and must) be taken into account by either 'direct' or 'indirect' means.
When testing to national or international standards and specifications, using validated test methods the conformity requirements of the applicable standard or specification shall prevail, a 'Simple decision rule' is applied:
A 'Simple Acceptance' decision rule is one in which the Acceptance Interval (range of accepted measurement values) is the same as the Tolerance Interval. The estimated measurement uncertainty shall not be combined with measured results in assessing compliance to product specifications.
In isolation, a Simple Acceptance decision rule may not meet the requirements of a Decision Rule as defined in ISO/IEC 17025:2017 as measurement uncertainty is not taken into account directly. However many of the test specifications and methods (ASTM, BS EN ISO specifications and standards) have an inherent contribution from measurement uncertainty and it is inappropriate to apply further adjustments for measurement uncertainty. The estimate of uncertainty is therefore not provided on the test certificate or report.
The customer shall accept the risk that the test result applies to the test sample and the sample or batch of material related to the sample tested may not be homogenous in respect to the property determined.
- 8. Limitation of Liability.**
- 8.1 This condition sets out the entire financial liability of TEi 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 tortious act or omission (including negligence) arising under or in connection with the Contract.
- 8.2 Other than expressly set out herein and as specifically warranted in writing to the Customer by an officer of TEi, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 TEi Ltd 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 or consequential loss, or any costs, damages, charges or expenses.
- 8.4 The sole and exclusive remedy of the Customer in respect of a claim against TEi 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 TEi's option, a refund or credit to Customer in the amount of the price paid for the defective portion of the Services.
- 8.5 The Customer's remedies hereunder shall only be available if: (i) the Customer has paid all outstanding Consideration owed to TEi; (ii) the Customer notifies TEi in detail and in writing of the alleged basis for the relevant claim within two months of the Customer becoming aware thereof and within one year after the completion of the services to which the claim relates; and (iii) TEi 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.



UNIT 21 | POWER PARK

CALDER VALE ROAD

WAKEFIELD | UK | WF1 5PE

TEL: +44 (0)1924 780327

FAX: +44 (0)1924 386 539

metserv@tei.co.uk

www.tei.co.uk

Metallurgical Services

9. Cancellations.

- 9.1 The Customer may only cancel (in whole or in part) an order placed with TEI, and which TEI has accepted, with the written consent of TEI.
- 9.2 If a contract has formed and the Customer cancels any order (in whole or in part) being the subject of that Contract without TEI's consent, the Customer shall at TEI's discretion, be liable for the full amount of the Consideration agreed under that Contract plus all Costs incurred by TEI under the Contract prior to cancellation.

10. Court and Other Proceedings.

- 10.1 In the event that the Customer requires TEI to present the results of findings of Services carried out by TEI in witness statements, court hearings or other legal or other proceedings, the Customer shall pay to TEI such costs and fees for such presentations and the preparation thereof as TEI may charge to the Customer generally from time to time for such services and such payment shall be in addition to the Consideration.
- 10.2 If TEI 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 TEI is required to do as a result, including without limitation the preparation of any witness statement and the preparation for and appearance at any court hearing. The Customer shall pay all such costs, whether or not the Customer had paid all the outstanding Consideration under the Contract and whether or not TEI has closed the Customer's file in respect of the relevant matter.

11. Force Majeure.

- 11.1 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 obligations to make payments due to TEI under this agreement.

12. Waiver of Compliance.

- 12.1 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.

13. Severability.

- 13.1 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 Terms and Conditions, including any remaining default remedies, shall be given effect in accordance with the intent hereof.

14. Third Parties.

- 14.1 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.

15. Governing Law.

- 15.1 The Contract shall be governed by and construed under the Laws of England and Wales.
- 15.2 The parties to the Contract hereby submit to the exclusive jurisdiction of the English courts.