The following standard conditions apply to every order accepted by or contract entered into by BTG Testing & Certification Ltd. ("the Company") for the provision of testing, investigation, evaluation, consultancy and research services, certification, accreditation and training services.

1. DEFINITIONS

1.1 In these Conditions-

- "Conditions" means a condition or clause of these Conditions;
- "Contract" means the Company's standard conditions of sale set out in this document (which supersede any earlier set of standard conditions appearing in the Company's brochure or elsewhere) together with any other special conditions specified on the Quotation or otherwise;
- "the Company" means the Company, the Order and the Company's acceptance thereof, together with the Conditions;
- "the Customer" means the person specified on the Quotation whose Order is accepted by the Company;
- "the Company's authorised representative" means any employee, agent or person authorised by the Company to accept a Contract on behalf of the Company;
- "Order" means an order by the Customer for the provision of the Goods;
- "the Quotation" means any written quotation or tender submitted by the Company or any verbal quotation or tender which is subsequently confirmed in writing;
- "the Services" means the services described in the Order to be performed by the Company;
- "the Goods" means the goods, materials and/or other items which may be part of the Contract and to which the Services are to be conducted and shall include any part of them;
- "the Customer's Order" means the written order placed by the Customer on the Company for the provision of the Services;
- "the specification" means any requirements or instructions provided by the Customer which shall be incorporated into the Goods;
- "the Quotation or in the absence of any price being quoted, on the Company's current list price ruling at the time the Order was made.

2. OFFER AND ACCEPTANCE

2.1 No Contract shall come into existence until the Customer's Order has been accepted in writing by the Company. Any failure to do so will allow the Company to charge the Customer an additional price for any delay or to terminate the Contract immediately.

2.2 The Customer must give to the Company full particulars of any claim which is pursued or defended.

3. ORDERS AND SPECIFICATIONS

3.1 All Quotations are made and all Orders are accepted subject to these Conditions. These Conditions override any other terms, conditions or warranties which the Customer may subsequently seek to impose.

3.2 No variation or supplement to the Order will be binding on the Customer unless expressly accepted by the Company in writing.

3.3 No Contract shall come into existence until the Customer's Order has been accepted in writing by the Company.

3.4 If there is a dispute between the Company and the Customer in relation to the delivery of the Goods, the Customer shall be entitled to refuse to accept the Goods (being of the Customer's design and manufacture) will be of satisfactory or merchantable quality and/or fit for their purpose.

3.5 The price for the Services shall be the price quoted on the Quotation or in the absence of any price being quoted, on the Company's current list price ruling at the time the Order was made. Until an Order has become binding on the Company all specifications and prices are subject to change without prior notice. A verbal Quotation shall only be binding to the extent it is confirmed in writing.

3.6 Any advice or recommendation given by the Company or its employees or agents to the Customer or its employees or agents shall be at the Customer's risk and the Company shall not be liable for any advice or recommendation which is not so confirmed.

3.7 Subject to condition 3.6 below, all Services are confidential to the Customer and any report or certificate issued by the Company shall not be issued or reproduced by the Customer (in whole or in part) to any third party without the Company's written authorisation.

3.8 The Company shall be free to disclose details of all Services and the content of any report or certificate where:

- the Services have been required or required by the Customer's accredited body in the United Kingdom, or, in the absence of any price being quoted, on the Company's current list price ruling at the time the Order was made. Until an Order has become binding on the Company all specifications and prices are subject to change without prior notice. A verbal Quotation shall only be binding to the extent it is confirmed in writing.

3.9 The Customer shall and must inform the Company at the outset if the Services are to be performed in such a way as to be confidential or to be kept strictly confidential, in which case the Customer shall be at liberty to disclose the report or certificate to all interested parties.

3.10 Without prejudice to the other provisions of the conditions of sale, the Customer shall and must inform the Company at the outset if the Services are to be performed in such a way as to be confidential or to be kept strictly confidential, in which case the Customer shall be at liberty to disclose the report or certificate to all interested parties.

3.11 Where a report is produced as part of the Services, the report together with the Contract shall constitute the entire agreement between the Company and the Customer in respect of the Services and shall supersede all prior agreements, statements, representations or warranties (other than any made fraudulently) which may have been made verbally or by any of the parties and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

3.12 The Customer shall at its cost and expense render a reasonable charge to the Company for the cost of storing and/or disposal of any specimen or sample or part thereof on completion of the Services.

4. PRICE

4.1 The price for the Services shall be the price quoted on the Quotation or in the absence of any price being quoted, on the Company's current list price ruling at the time the Order was made. Until an Order has become binding on the Company all specifications and prices are subject to change without prior notice. A verbal Quotation shall only be binding to the extent it is confirmed in writing. The price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in the amount charged, or in the amounts charged, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.

4.2 The Company shall be at liberty to disclose the report or certificate to all interested parties. Where a report is produced as part of the Services, the report together with the Contract shall constitute the entire agreement and understanding between the Company and the Customer in respect of the Services and shall supersede all prior agreements, statements, representations or warranties (other than any made fraudulently) which may have been made verbally or by any of the parties and all prior representations and expressions of opinion by any party (or its agent) to any other party (or its agent).

4.3 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.

4.4 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.

4.5 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.

4.6 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.

4.7 The Company reserves the right, by giving notice to the Customer, at any time before completion of the Services, to increase the price of the Services to reflect any increase in the cost to the Company in executing the Contract, or in the cost of labour, raw materials, materials, energy, or the like, or any change in the cost of currency, or any change in duties levied, or in any other matter which is not subject to a firm and inviolable contract price.
10. LIMITATION OF LIABILITY

10.1 Where the Goods are delivered to the Company for the Services and such Goods are, under the Contract, returnable to the Customer then if the Company is unable for any reason to return the Goods to the Customer, the Company shall not be liable to the Customer for any loss or damage in respect of such Goods or for any of the consequences of their disposal or destruction. The Company shall not be liable to the Customer for any loss or damage which may result from any act of God, explosion, fire or accident.

10.2 Where the Services include commissioned instruction on any matter relating to the Services, the Company shall not be liable for any loss, damage, error or mistake which results from following any of those instructions in good faith.

10.3 Subject to Condition 10.1 the Company shall not be liable to the Customer for any loss or damage, whether direct, consequential or otherwise, resulting from any inaccuracy in the results reported unless caused by the Company’s negligence.

10.4 The limitation contained in Condition 10.1 shall extend and apply not only to the Company but also to its servants and agents.

10.5 The limitation of liability contained in Condition 10.1 shall not apply to any liability of the Company for any death or personal injury arising as a result of the negligence of the Company, as defined by Section 5.1 of the Civilian Contract Terms Act 1977.

11. ACCEPTANCE OF LIMITATION OF LIABILITY

11.1 The CUSTOMER AGREES AND ACCEPTS THAT, WITH REGARD TO THE LIMITATION OF LIABILITY CONTAINED IN THE PRECEDING CONDITION, SUCH LIMITATION OF LIABILITY IS FAIR AND REASONABLE HAVING REGARD, INTER ALIA, TO THE FOLLOWING CIRCUMSTANCES:

11.1.1 THAT THE POTENTIAL LOSSES WHICH COULD OR MIGHT BE CAUSED AS A RESULT OF ANY BREACH OR NEGLIGENCE AS REFERRED TO IN CONDITION 10 ARE GREATER THAN THE AMOUNTS CHARGED TO THE CUSTOMER UNDER THE CONTRACT;

11.1.2 THAT THE COMPANY HAS CHARGED THE CUSTOMER WITH ITS CHARGES IN RESPECT OF THE PROVISION OF THE SERVICES PROVIDED BY IT TO AS LOW A LEVEL AS REASONABLY POSSIBLE FOR THE BENEFIT OF THE CUSTOMER AND ALL THE COMPANY’S OTHER CUSTOMERS;


11.2 The CUSTOMER CONSENTS THAT:

11.2.1 IT HAS READ AND FULLY UNDERSTANDS THE TERMS OF BOTH CONDITION 18 AND CONDITION 11;

11.2.2 IT HAS BEEN OFFERED THE OPPORTUNITY TO PAY A HIGHER CHARGE FOR THE SERVICES IN RETURN FOR THE COMPANY ACCEPTING A HIGHER LEVEL OF LIABILITY BUT HAS DECIDED TO DO SO;

11.2.3 IT ACCEPTS THE LIMITATION OF LIABILITY IN CONDITION 10 ON THIS BASIS.

12. INDEMNITY

12.1 The Customer indemnifies to indemnify the Company against all claims relating to or arising from the Services supplied to the Customer by the Company in respect of any loss, damage or expense sustained by any third party howsoever caused save for death or personal injury caused in whole or in part by the Company’s negligence.

13. DEFAULT OR INSOLVENCY OF CUSTOMER

13.1 Customer is Insolvent:

13.1.1 The Customer may terminate the Contract at any time upon giving the Company not less than four weeks’ notice in writing.

13.1.2 The Customer may terminate the Contract forthwith if the Customer:

13.1.2.1 is insolvent, or is made a bankrupt or is incorporated under the Insolvency Act 1986;

13.1.2.2 is the subject of any adjudication or insolvency proceeding;

13.1.2.3 is the subject of any receivership or administration proceeding;

13.1.2.4 the Customer is or becomes subject to any enactment of the European Communities or other legislation for the time being in force and having the effect of being analogous to any of the aforesaid enactments;

13.1.2.5 the Customer ceases to have a present managerial or executive head;

13.1.2.6 the Customer is taken over by another person or company;

13.1.2.7 the Customer goes into liquidation or is wound up;

13.1.2.8 the Customer is taken over by any person as administrator or receiver, or the services of any insolvency practitioner are engaged on the Customer’s behalf;

13.1.2.9 the Customer becomes subject to any arrangement, proposal of arrangement, or scheme of arrangement in respect of the payment of any of its debts; or

13.1.2.10 the Customer becomes subject to any judgment or order for the payment of any money in respect of any of its debts.

14. FORCE MAJEURE

14.1 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performance, or failure to perform, any of the Company’s obligations in relation to the Contract if the delay or failure results from any cause beyond the Company’s reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company’s reasonable control:

14.1.1 Act of God, explosion, flood, tempest, fire or accident;

14.1.2 national disorder, customs, regulations, or any trade or industrial action (whether legal or not); or

14.1.3 armed forces of the state in uniform on active service or legal reserve duty;

14.1.4 strike, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party);

14.1.5 acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority;

14.1.6 import or export regulations or embargoes;

14.1.7 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or a third party); and

14.1.8 failure or breakdown in machinery.

14.1.9 lack of co-operation by the Customer.

15. INTELLECTUAL PROPERTY

15.1 All intellectual property including but not limited to copyright in any report or other written material produced by the Company shall belong to the Company and shall not, save as specifically agreed otherwise in writing, be reproduced or copied in whole or in part. Any report delivered to the Customer by the Company shall remain the property of the Company.

16. SUBCONTRACTING

16.1 The Company reserves the right to subcontract the fulfilment of the Order or part of it and may, at its discretion, subcontract the Services to any laboratory that fulfils the regulations in the current UKAS quality system.

16.2 The Company shall, if requested to do so in writing by the Customer, register all subcontractors that it uses for tests and a record of the evidence of compliance with regulatory bodies.

16.3 Where any part of the Services are performed by any person as subcontractor or agent for the Company, these Conditions shall, mutatis mutandis apply in respect of the work or services performed by that person.

17. GENERAL

17.1 Any notice or report required or permitted to be given by either party to the other under these Conditions or Services shall be in writing addressed to that other party at its registered office or such other address as may at the relevant time be specified by consent of the parties to the giving of the notice or report.

17.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the same or any other provision.

17.3 If a condition or any part of this Contract is held by any competent court to be invalid or unenforceable in whole or in part then such condition or part shall not be affected thereby.

17.4 This Contract is between the Company and the Customer and is not assignable without the consent of the Company.

17.5 This Contract shall be governed by English law and in the absence of any dispute arising out of or in connection with these Conditions or the Contract the parties hereby irrevocably submit themselves to the exclusive jurisdiction of the English Courts.

July 2014.