

Lintec Testing Services Limited Standard Terms & Conditions of Service

- 1. Definitions** 1.1 In these terms and conditions the following expressions shall (unless the context clearly requires otherwise) have the following meanings:-
“Customer” means the party to whom Lintec delivers a quotation for the work;
“Lintec” means Lintec Testing Services Limited of Enterprise House, Valley Street North, Darlington, DL1 1GY, United Kingdom;
“Quotation” means a written quotation delivered by Lintec to the Customer confirming the terms upon which Lintec will perform the work; and
“Work” means the services to be provided by Lintec to the Customer as detailed in the Quotation.
- 2. Law** 2.1 Acceptance of Lintec’s Quotation constitutes an agreement made in England and subject to the laws of England between the Customer and Lintec (the “Agreement”). The Customer confirms that it is acting as principal and not as the agent of any other person, firm or company and submits to the jurisdiction of the High Court of Justice in England, but Lintec may enforce the Agreement in any court of competent jurisdiction.
- 3. Payment** 3.1 Unless otherwise agreed in writing by Lintec and the Customer, Lintec’s charges for work shall be invoiced to the Customer after completion of the Work and shall be paid by the Customer to Lintec in the invoiced currency within 28 days of the date of such invoice. If the Customer wishes to dispute any invoice, it shall raise the dispute with the individual at Lintec responsible for the Work within 21 days of the invoice date, so that any necessary action can be taken before the end of the credit period.
- 4. Information** 4.1 Unless specified to the contrary in the description of the Work, all relevant information resulting from the Work shall be described in a written report which shall be sent to the Customer. Subject to clause 5 hereof, the Customer shall have the right to use such information for any purpose. Unless otherwise agreed in writing by Lintec and the Customer, copies of the results of the Work shall be retained by Lintec for the period of 7 years next following the completion of the Work.
4.2 Lintec must be advised in advance if it is anticipated that the results of the Work will be used in any public inquiry, legal or similar proceedings. In such circumstances, the use or publication of the Work:
(a) will be subject to the approval of Lintec’s legal adviser and any instructions issued by such legal adviser; and
(b) may be subject to additional special terms and conditions to be agreed by Lintec and the Customer.
4.3 Information at the disposal of Lintec which requires disclosure by Lintec to allow the Customer to implement the results of the Work will be made available to the Customer subject to the prior arrangement of written terms between Lintec and the Customer.
- 5. Publicity** 5.1 Neither Lintec nor the Customer shall publish any press releases or promotional literature relating to the Work without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 6. QA** 6.1 The Quotation is based on the use of a QA system designed to comply with BS EN ISO 9002. Any alternative QA system required by the Customer will only be used if the terms of Lintec’s compliance with such alternative system are specifically agreed in writing in advance by the Customer and Lintec.
- 7. Customer’s samples, etc.** 7.1 The Customer shall ensure that all samples provided to Lintec by or on behalf of the Customer are packed safely, labelled correctly and despatched in accordance with all relevant regulations, including postal and transport regulations.
7.2 Unless otherwise specifically agreed in writing in advance by the Customer and Lintec, the Customer shall ensure that all samples provided to Lintec by or on behalf of the Customer do not contain any toxic, hazardous or unstable materials.
7.3 Unless otherwise agreed by Lintec and the Customer in writing, unused portions of samples shall not be returned to the Customer, but shall be retained by Lintec, if reasonably practicable, for the period of 3 months following completion of the Work, in order to allow any further studies to be undertaken on terms and conditions to be agreed in writing.
- 8. Customer’s order** 8.1 Unless specifically agreed otherwise in writing by the Customer and Lintec, the terms contained in any purchase order or any other form of contract document issued by the Customer to Lintec shall not apply in any way whatsoever to the performance of the Work except for the purposes of specifying the Customer’s contract reference number and the Customer’s relevant invoicing address.
- 9. Termination** 9.1 If any technique specified by Lintec or the Customer proves to be unsuitable for the Work owing to interference from an unexpected or undisclosed constituent of the sample or for any other reason beyond the control of Lintec, this Agreement may be terminated forthwith by Lintec by written notification to the Customer. Lintec reserves the right to make reasonable charges to the Customer for the tasks and work performed by Lintec under this Agreement prior to such termination.
- 10. Confidentiality** 10.1 Each party shall take all reasonable measures to keep confidential for the period of 7 years next following the date of acceptance of the Quotation all information which is received from the other party under this Agreement and which is specified by the disclosing party to be confidential at the time of disclosure or which may come to one party’s knowledge or is disclosed to it as a result of visiting the premises of the other party.
10.2 This obligation shall not apply to:
(a) information which either at the time of disclosure or after disclosure is published or generally available to the public other than through a breach of clause 10.1; or
(b) information already in the receiving party’s possession at the time of receipt and which was not acquired directly or indirectly from the disclosing party; or
(c) information acquired by the receiving party in good faith from a third party.
- 11. Liability** 11.1 Lintec makes no warranty or representation that the use of any information arising from the Work will not infringe the rights of third parties but if any of Lintec’s employees become aware of any apparent infringement whilst engaged on the work, Lintec will inform the Customer accordingly.
11.2 (a) Subject to clauses 11.2(c) and 11.2(d) Lintec shall be liable for any loss or damage suffered by the Customer only insofar as such loss or damage is attributable to negligent acts or negligent omissions of Lintec’s employees or agents in the performance of the work.
(b) Lintec accepts no responsibility for the use made of any information arising from the Work either by the Customer or by any third party who has obtained any of the said information, directly or indirectly from the Customer, except to the extent that Lintec can be shown to have been negligent in providing such information.
(c) Lintec shall in no circumstances be liable to the Customer for indirect or consequential loss or damage.
(d) Lintec’s total liability to the Customer under this Agreement for breach of contract, in tort (including negligence) under statute or otherwise in respect of loss or damage shall be limited to £100,000 Sterling.
(e) Lintec does not exclude or limit its liability arising from its negligence causing death or personal injury.
11.3 No failure or omission to carry out or observe any of the terms or conditions of this Agreement shall give rise to any claim against Lintec by the Customer or be deemed to be a breach of this Agreement if such failure or omission arises from any cause beyond the reasonable control of Lintec.
- 12. Assignment** 12.1 The Customer shall not assign any benefit under this Agreement without the consent in writing of Lintec, which may if given be on such terms as to guarantee or indemnity or otherwise as Lintec thinks fit.
- 13. Notices** 13.1 Any notice given under or pursuant to this Agreement may be sent by hand or by registered or recorded delivery post or transmitted by facsimile or other means of telecommunications resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the relevant party shown on the face of this Agreement, or to such other address as the party may be notice to the others have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.