

# **ADVANCED METALLURGICAL SERVICES LTD (AMS)**

## **TERMS OF TRADING**

1. "The Company" means Advanced Metallurgical Service Ltd (AMS).
2. "The Customer, also read "Client" means any company, individual, firm, organisation, or other body, to whom a quotation written or verbal whom the Company agrees to undertake a test or report is carried out or provided.
3. These terms shall apply to all sales, services or contracts carried out between the Company and the Customer.
4. Any new customers' first order on receipt of a pro forma invoice must be paid in full either by, cash, cleared cheque, or CHAPPS/BACS, before any testing or investigation work is commenced or any reports than may have resulted from any work carried out by the Company of or by their own volition are submitted or handed over to the Client.
5. All quotations are valid and open for acceptance for a period of 14 days from the date that they were first given to the Customer either verbally or in writing.
6. The test pieces supplied by the Customer must be of adequate size and proportion for the Company to carry out the tests in accordance with the Company's contract with the Customer
7. The Customer shall provide to the Company as much and all information that they have available, in terms of drawings, data and the application to which the source material that the test piece has been originally taken from is intended to be put to.
- 7.1 The Customer must inform the Company of any pending or potential legal action relating to the source of material from which the samples have been taken. Failure to comply with this condition could result in any of the Company's personnel who carried out the testing work be available to give evidence in a court of law. In the event of the need for pay of the Company's personnel having to perform that duty, then that will be charged for separately and under a different charging/costing regime.
- 7.2 The Customer must inform the Company in writing of any known harmful or unstable aspects or elements contained or contingent in or to the samples submitted by the Customer to the Company for testing, that during the course of the testing process could emanate and cause harm, injury or any health risk to the company's personnel whilst the testing process is being carried out.
- 7.3 It is the responsibility of the Customer to ensure that samples supplied for testing are of equal quality, nature and type to the source material and is representative of same.
- 7.4 The Company offers no warranty to the quality, or fitness for purpose or offer any guarantee to the merchantable quality that the Customer intends to put the source material to. The results produced by the company only refer to and are representative of the samples that were submitted and tested.
8. The Company shall retain the copyright of all test reports or certificates created by the testing process and shall be in the exclusive ownership of the Company and can only be submitted to a third party with the written permission of the Company after being informed by the Customer for what purpose and to which individual, Company firm or organisation the Customer wishes to pass the information on to.
- 8.1 Aspects, results and findings contained in the reports and certificates issued by the Company to the Customer resulting from test processes carried out on the sample(s) provided by the Customer cannot be extracted out of the report(s) or certificate(s) and transcribed onto or used in any third party document.

9. The Company will carry out all of its test procedures with all reasonable care, competence and professional integrity, but are not responsible or liable in any way for any consequential losses that may arise from the work that they have undertaken and the reports and certificates that the Company have produced and issued pursuant to that work. This includes any loss, damage, injury either physical or reputational emanating from the application and employment of the source material from which the sample pieces have allegedly been taken from and the Company have conducted tests on.
- 9.1 The Company is accredited by UKAS to ISO 17025. A list of accredited tests that are applicable to the Company is published on the UKAS website. The Company will not be liable in any way, or to any extent, degree or level to any party for any tests that the Company may agree to undertake in accordance with the standards or methods as specified by the Customer.
- 9.2 In respect of any loss, damage or cost incurred by the Customer or to any parties that may have directly or indirectly arisen out of any tests undertaken by the Company or any report produced by the Company. The Company shall not be liable.
10. The Company will be released from its contractual obligations to the Customer and bear no liability to the Customer or any third party for any failure or delay that has been brought about by any act of god, pestilence, labour dispute, strike, flood, war, riot, explosion or terrorism or any unforeseen circumstances that were out of the Company's control.
11. The results of the tests and the certificate and any reports that arise out of the testing procedure are representative of the sample that was provided by the Customer to be tested. No warranty expressed or tacit is offered.
12. All prices quoted by the Company for any work it carries out on behalf of the Customer is net of VAT. The subsequent invoice raised by the Company on the Customer will have added to the appropriate rate of VAT applicable at the date of the invoice.
13. The Customer shall pay interest at the rate of £4.00 per centum per annum above the base lending rate of National Westminster bank Limited from time to time in respect of any sums due but not paid and no waiver or forbearance shall prejudice such entitlement of the Company nor shall any waiver or forbearance given or made in respect of any such interest charges in respect of any contract or contracts affect any rights so arising in favour of the Company in respect of any later contract or contracts.
14. Should there arise any improvement in a product or leads to an invention as a result of tests, work or suggestions, advice or assistance given orally or in written reports by personnel working for the Company, the Company will automatically be granted the right to be a joint partner in the patent application and be recorded or registered as co-owners of the improvement or invention.
15. Unless otherwise agreed expressly in writing by the Company the contract will be governed and construed in accordance with the Laws of England. The Customer entering into a contract with the Company, submits to the jurisdiction of the English Courts.

Note:

Decision Rules – AMS is accredited by UKAS to ISO 17025, which requires that a decision rule be applied to any test result where the test result is used to sentence items or materials i.e. to give a pass/fail decision. This is because all test results inevitably have uncertainties of measurement and it is considered necessary to inform the customer whether or not these are taken into consideration when sentencing. In accordance with general practice, for mechanical tests, AMS do not take such uncertainties into consideration because for most tests, the control of uncertainties to a suitable level is inherent in the test specifications because of the required accuracies of test equipment etc.

However, in the case of chemical analysis the control of accuracy in relevant test specifications and guides is minimal and it is considered necessary to indicate an approximate level of uncertainty. AMS procedures for steels analysed by optical emission spectrometry are designed to achieve an accuracy of approximately 0.05\*Vconcentration. This level of accuracy is considered to be sufficient for most purposes and therefore is not taken into consideration when sentencing unless otherwise agreed with the customer. Measurement uncertainty for each element is assessed annually by recognised statistical methods. The results of these measurements can be supplied at the customer's request.

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