

ADVANCED METALLURGICAL SERVICES LTD (AMS), trading as
ACS Calibrations

TERMS OF TRADING

1. “The Company” means Advanced Calibration Services (ACS) part of Advanced Metallurgical Service Ltd (AMS). Company is trading as ACS. Legal entity is 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 calibration 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. Payment by the Customer for the services ordered will be required by issue of an invoice to be paid in pounds sterling 30 days from date of invoice date from ACS.
5. 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 calibration 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.
6. All quotations are valid and open for acceptance for a period of 30 days from the date that they were first given to the Customer either verbally or in writing as per the terms and conditions stated in this document.
7. The calibration pieces supplied by the Customer must be of adequate size and proportion for the Company to carry out the calibration in accordance with the Company’s contract with the Customer
8. 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 calibration piece has been originally taken from is intended to be put to.
- 8.1 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 calibration 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.
- 8.2 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 calibration, that during the course of the calibration process could emanate and cause harm, injury or any health risk to the company’s personnel whilst the calibration process is being carried out.
- 8.3 It is the responsibility of the Customer to ensure that samples supplied for calibration are of equal quality, nature and type to the source material and is representative of same.
- 8.4 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 calibrated.
9. The Company shall retain the copyright of all calibration reports or certificates created by the calibration 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.

- 9.1 Aspects, results and findings contained in the reports and certificates issued by the Company to the Customer resulting from calibration 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.
10. The Company will carry out all of its calibration 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 calibration on.
 - 10.1 The Company is accredited by UKAS to ISO 17025:2017. A list of accredited calibration 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 calibration that the Company may agree to undertake in accordance with the standards or methods as specified by the Customer.
 - 10.2 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 calibration undertaken by the Company or any report produced by the Company. The Company shall not be liable.
11. 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 bought 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.
12. The results of the calibration and the certificate and any reports that arise out of the calibration procedure are representative of the sample that was provided by the Customer to be calibrated.an no warranty expressed or tacit is offered.
13. 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.
14. 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.
15. Should there arise any improvement in a product or leads to an invention as a result of calibration, 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.
16. 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.

Issue Date: 06 January 2026

Next Review: January 2027

Alex S Tousias

Managing Director



Peter Martin

Director

