

Laboratory Service Terms and Conditions

These Terms and Conditions (T&C) tell you the terms and conditions which apply to all dealings, test and analytical services provided by the Laboratory at Kirton Concrete Services Limited (We/Us). Please read this document carefully before ordering any Service from Us. You should understand that by ordering any of our Services you agree to be bound by these T&C and all transactions with us for laboratory services are and will be governed by them, to the exclusion of all other terms and conditions you may purport to apply.

If you are viewing these T&C online, you should print a copy for future reference.

1 Information About Us

As part of its business Kirton Concrete Services Limited operates an Building Materials Laboratory (BML). We are registered in England and Wales under company number 04408294 and with our registered office at Manor House, 10 Station Road, Hibaldstow, Brigg, North Lincolnshire DN20 9EB. Our VAT number is 789 9191 47.

2 Service Availability

We can accept orders for our BML from people resident or companies with trading addresses in all countries.

3 Your Status

By placing an order with us, the client (You/Your) warrant that:

- 3.1.1 You are legally capable of entering into binding contracts;
- 3.1.2 You are at least 18 years old;
- 3.1.3 You are not resident or Your company is not trading in one of the Excluded Countries;
- 3.1.4 You are authorised to place orders on behalf of Your Company.

4 The Testing Service

4.1 On receipt of the sample together with a completed Sample Submission Form, the nature of the sample and requested analyses will be reviewed. Subject to clause 4.2, We agree to provide the analysis as requested.

4.2 We reserve the right to refuse to accept any sample(s) for analysis and You will be notified of any such decision.

4.3 Samples are generally tested on a "first come first served" basis. We aim to complete the analyses within three days from receipt of sample although, this may be affected by other factors including instrument availability, type of analyses requested etc. Requests for urgent analysis will be considered and may be subject to a surcharge. This will be discussed with You prior to commencement of the analysis.

4.4 The analysis will only relate to the sample as received and not from any bulk from which the sample may have been taken.

4.5 It is the policy of Kirton Concrete Services Limited not to provide interpretations or opinions on results of analyses although we will be prepared to discuss the facts contained in the final report.

4.6 Whilst it is the policy of Kirton Concrete Services Limited not to use sub-contractors, there may be instances where this becomes necessary. If so, this will be discussed with You prior to the acceptance of the contract.

5 Health & Safety

5.1 You must inform us of any hazard relating to samples submitted for analysis.

5.2 We will hold You responsible for any injury or illness that results from the handling of materials that are not clearly labelled as being of a hazardous nature.

6 Our Liability

6.1 Our liability to You whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the price paid for the analysis.

6.2 We are not responsible for indirect losses which happen as a side effect of the main loss or damage (such as loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time) however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

7 Price and Payment

7.1 The price for the analysis shall be as agreed between You and Us and shall be subject to VAT at the prevailing rate (if applicable).

7.2 Unless otherwise agreed, payment terms are 30 days from receipt of invoice.

8 Events Outside Our Control

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

8.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

8.2.1 Strikes, lock-outs or other industrial action.

8.2.2 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

8.2.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

8.2.4 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

8.2.5 Impossibility of the use of public or private telecommunications networks.

8.2.6 The acts, decrees, legislation, regulations or restrictions of any government.

8.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

9 Waiver

9.1 If We fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these T&C, or

if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

9.2 A waiver by Us of any default shall not constitute a waiver of any subsequent default.

9.3 No waiver by Us of any of these T&C shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

10 Termination

We can terminate the provision of the Services immediately if you: -

- a. Commit a material breach of your obligations under these Terms and Conditions; or
- b. fail to make pay any amount due under the Contract on the due date for payment; or
- c. are or become or, in our reasonable opinion, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets and or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.
- f. If any of these T&C or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will be to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

11 Entire Agreement

11.1 These T&C and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

11.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these T&C.

11.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these T&C.

12 Our Right to Vary These Terms and Conditions

12.1 We have the right to revise and amend these T&C from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

12.2 You will be subject to the policies and terms and conditions in force at the time that You order Products from Us, unless any change to those policies or these T&C is required to be made by law or governmental authority (in which case it will apply to orders previously placed by You), or if we notify You of the change to those policies or these T&C-before we send You the analytical report (in which case We have the right to assume that You have accepted the change to

the T&C, unless you notify us to the contrary within seven working days of receipt by you of the analytical report).

13 Law and Jurisdiction

13.1 These T&C are subject to the law of England and Wales

13.2 All disputes arising out of these T&C shall be subject to the jurisdiction of the courts of England and Wales.

14 Data Protection

- a. When supplying the Services to the Customer the Service Provider may gain access to and/ or acquire the ability to transfer, store or process personal data of employees of the Customer.
- b. The parties agree that where such processing of personal data takes place the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/ or re- enacted from time to time.
- c. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- d. The Service Provider shall only process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its or for any third-party purposes.
- e. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents or advisors on a strict 'need to know' basis and only under the same (or more extensive) conditions as set out in the terms and conditions or to the extent required by applicable legislation and/ or regulations.
- f. The Service Provider shall implement and maintain technical and organizational measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- g. Further information about the Service Providers approach to Data Protection are specified in its Data Protection Policy which can be found on our website under the banner ' Privacy Policy' banner. For any enquiries or complaints regarding Data Privacy, you can email:
jon.burton@kirtonlab.co.uk